

CTST-4383800

0 WEST PARK PLACE**Location** 0 WEST PARK PLACE**Mblu** 004/ 4021/ //**Acct#** 004-4021**Owner** CITY OF STAMFORD**Assessment** \$1,432,070**Appraisal** \$2,045,810**PID** 185926**Building Count** 1**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$13,550	\$2,032,260	\$2,045,810
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$9,490	\$1,422,580	\$1,432,070

Owner of Record

Owner CITY OF STAMFORD
Co-Owner
Address 0 WEST PARK PLACE
 STAMFORD, CT 06901

Sale Price \$0
Book & Page 10743/ 036
Sale Date 05/13/2012
Instrument 25

Ownership History

Ownership History				
Owner	Sale Price	Book & Page	Instrument	Sale Date
CITY OF STAMFORD	\$0	10743/ 036	25	05/13/2012
CITY OF STAMFORD	\$0	1072/ 297	25	03/01/1966

Building Information**Building 1 : Section 1****Year Built:****Living Area:** 0**Building Photo**

Building Attributes	
Field	Description
Style	Outbuildings
Model	
Grade:	
Stories:	
Occupancy	

Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Fireplace Msnry.	
Fpl. Gas/Prefab	
Fpl. Outdoor	
Fpl. Addnl. Open	
Bsmnt. Garage	



(<http://images.vgsi.com/photos/StamfordCTPhotos//\00\11\85>)

Building Layout

☒ Building Layout

(<http://images.vgsi.com/photos/StamfordCTPhotos//Sketches/>)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 905V
Description Exmpt Cm Cond OP
Zone CCN
Neighborhood 1000
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.27
Depth
Assessed Value \$1,422,580
Appraised Value \$2,032,260

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
LP4	Pavng Asphlt			11000 S.F	\$13,200	1
AP1	Fence Chn Lk			40 L.F.	\$350	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$13,550	\$2,032,260	\$2,045,810
2017	\$13,550	\$2,032,260	\$2,045,810
2016	\$12,710	\$1,358,550	\$1,371,260

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$9,490	\$1,422,580	\$1,432,070
2017	\$9,490	\$1,422,580	\$1,432,070
2016	\$8,900	\$950,990	\$959,890

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REV 1072 297

TOWNSHIP, REG. STAMP & NOT. OFFICE
Toll-free Law Publications Bureau 18

To all People to Whom these Presents shall Come Greeting:

Know Ye, That THE W. A. DALPIN COMPANY, a corporation organized and incorporated under the laws of the State of Connecticut and doing business in the City of Stamford, County of Fairfield and State of Connecticut, hereinafter referred to as the "Grantor" acting herein by Stanley H. Levine, its President, hereunto duly authorized,

for the consideration of one dollar (\$1.00) and other value

received to its full satisfaction of the CITY OF STAMFORD, a municipal corporation created by and existing under the laws of the State of Connecticut and located in the said County of Fairfield and State of Connecticut, hereinafter referred to as the "Grantee",

do give, grant, bargain, sell and confirm unto the said CITY OF STAMFORD all those certain pieces, parcels or tracts of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows:

FIRST TRACT

BEGINNING at a point in the westerly line of Summer Street formed by the intersection therewith of the boundary line of premises herein described and the northerly line of a right of way as laid out and delineated on a certain map hereinafter referred to, said point being located 148.59 feet from the northerly line of West Park Place, as measured along said westerly line of Summer Street, thence running North $75^{\circ} 14' 10''$ west 70 feet along the northerly line of the aforesaid right of way to the easterly line of a private way as the same is laid out and entitled, "private way" on a certain map entitled, "Map Showing Property of Charles D. Lockwood, et al, Stamford, Connecticut", being on file in the office of the Town Clerk of said Stamford and there numbered 3193, reference thereto being had; thence North $19^{\circ} 15' 50''$ east along the easterly line of the aforesaid "private way" 9.01 feet and thence North $73^{\circ} 25' 30''$ west 89.64 feet along the northerly line of the aforesaid "private way" to land of William D. Vuono, et al; thence North $14^{\circ} 12'$ east 99.77 feet along land of said William D. Vuono, et al to the southwest corner of Summer Place as the same is laid out and entitled, "Summer Place" on the map hereinafore referred to as map numbered 3193; thence South $73^{\circ} 33'$ east 98.21 feet, thence North $18^{\circ} 58' 20''$ east 6.01 feet, thence South $75^{\circ} 40' 30''$ east 63.13 feet, all being along the southerly line of Summer Place to the westerly line of Summer Street; thence South $15^{\circ} 40'$ west 115.19 feet along said westerly line of Summer Street to the point or place of beginning.

SECOND TRACT

BEGINNING at a point in the westerly line of Summer Street formed by the intersection therewith of the boundary line between the premises herein described and the first tract hereinabove described, thence running South $15^{\circ} 40'$ west 8 feet along said westerly line of Summer Street to land now or formerly owned by Lockwood and Palmer Company, thence North $75^{\circ} 14' 10''$ west 70.51 feet along other land of the said Lockwood and Palmer Company to the easterly line of the aforesaid "private way" as laid out on map No. 3193 hereinafore referred to; thence North $19^{\circ} 15' 50''$ east 8.03 feet to the first tract of land hereinbefore described, thence South $75^{\circ} 14' 10''$ east 70 feet along the first tract of land hereinbefore described to the westerly line of Summer Street at the point and place of beginning.

EX-1072 PAGE 298

Together with a certain right of way eight feet in width and adjacent to the second tract hereinabove described as shown and delineated on a certain map entitled "Map of Property in Stamford, Connecticut Surveyed for The W. A. Halpin Company (West Side of Summer Street)", which map is on file in the office of the Town Clerk of said Stamford as map numbered 3336.

The second tract herein above described is conveyed subject to certain rights of record in others to use the same as a right of way.

Together with a right of way in common with others, in, over, and upon "right of way", "private way", and "Summer Place" as shown on map numbered 3336 hereinbefore referred to.

Said premises are conveyed subject to zoning and planning rules and regulations of the City of Stamford and taxes of the City of Stamford on the List of September 1, 1965 which taxes the grantees herein assumes and agrees to pay as part of the consideration hereof.



To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee its successors and assigns forever, to its and their own proper use and behoof.

And also, the said grantor does for itself, its successors and assigns covenant with the said grantee its successors, heirs and assigns, that at and until the encasing of these presents, it is well seized of the premises, as a good indefensible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, the said grantor does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said grantee and unto its successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, the said grantor, acting by Stanley H. Levine, its President, hereunto duly authorized has hand and seal this 28th day of February in the year of our Lord nineteen hundred and sixty-six.

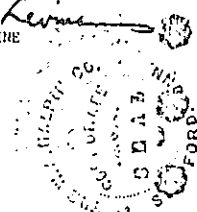
Signed, Sealed and Delivered in presence of

JOEL E. FREEDMAN

SOPHIE PETER

THE W. A. HALPIN COMPANY

By Stanley H. Levine
STANLEY H. LEVINE
PRESIDENT



State of Connecticut.

County of FAIRFIELD

On this the 28th day of February, 1966, before me, the undersigned officer, personally appeared Stanley H. Levine who acknowledged himself to be the President of The W. A. Halpin Company, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

JOEL E. FREEDMAN
COMMISSIONER OF THE SUPERIOR COURT
Title of Officer

The land affected hereby lies in Block 237 of the Stamford Block Map. Received for record March 1, 1966 at 4:20 P.M. and recorded by

Louis A. Clapes, City and Town Clerk

WARRANTY DEED

To all people to whom these Presents shall come; Greeting:

Know Ye, that **GEORGE J. BLOIS**,
we, **JULIUS J. BLOIS and KATHERINE BLOIS**, of the City of
Stamford, Fairfield County, Connecticut,

for the consideration of **ONE (1) DOLLAR AND OTHER VALUE,**

received to our full satisfaction of **OSCAR A. deLIMA**, of said City of Stamford,

Do Give, Grant, Mortgage, Sell and Confirm unto the said **OSCAR A. deLIMA**,
All that certain piece, parcel or tract of land, situated in the
City of Stamford, Fairfield County, Connecticut, shown and design-
ated as Plot No. 1 on a certain map entitled "Map Showing Property
surveyed for George Blois et al, Stamford, Conn.", which map is on
file in the Town Clerk's office in said Stamford as map numbered
, reference thereto being had.

Said premises are bounded northerly 164.10 feet by land of The
Innkeepers Company in part and in part by land of Gateway City
Laundry, Incorporated, easterly 123 feet by land of Gateway City
Laundry, Incorporated, in part, in part by Summer Place, and in
part by land of William D. Vuono et al, southerly 175.36 feet by
Plot No. 2 as shown on said map, being land this day conveyed to
the grantors, and westerly 123.27 feet by other land of the
grantee.

Said premises is conveyed subject to the tax of the City of Stam-
ford on the list of September 1, 1962 and zoning and planning rules
and regulations of the City of Stamford.

Together with a permanent storm sewer easement three (3) feet in
width, and together with a ten (10) foot working easement, running
northerly from the terminus of the existing storm sewer drain on
other land of the grantors adjoining the premises above described
on the south, to the premises herein described, which storm sewer
line leads to the storm sewer drain in West Park Place.

To have and to hold the above granted and bargained premises, with the appurtenances thereof unto him, the said grantee, his heirs and assigns, forever, to his and their own proper use and behoof. And also we, the said grantor, do for ourselves, our heirs, executors and administrators, ~~successors and assigns~~, covenant with the said grantee, his heirs, ~~successors~~ and assigns, that at and until the enscaling of these presents, we are well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above mentioned.

And furthermore, we, the said grantor, do by these presents, bind ourselves and our heirs, ~~successors and assigns~~ forever, to WARRANT AND DEFEND the above granted and bargained premises to him, the said grantee, his heirs, ~~successors~~ and assigns, against all claims and demands whatsoever, except as above mentioned.

In witness whereof, we have hereunto set our hands and seals, this 3rd day of July, 1963.

Signed, Sealed and Delivered }
in presence of }
John D. Hertz }
Louis J. Iacovo }

George J. Blois (L.S.)
George J. Blois
Julius J. Blois (L.S.)
Julius J. Blois
Katherine B. Blois (L.S.)
Katherine B. Blois

STATE OF CONNECTICUT } ss
COUNTY OF FAIRFIELD } ss Stanford

On this 3rd day of July 19 63, before me,
Louis J. Iacovo, the undersigned officer, personally appeared

JULIUS J. BLOIS, KATHERINE B. BLOIS and GEORGE J. BLOIS,

known to me to be the persons whose
name & are subscribed to the within instrument and acknowledged
that t he y executed the same for the purpose therein contained.

In witness whereof I hereto set my hand and official seal

Louis J. Iacovo

A Commissioner of the Superior Court

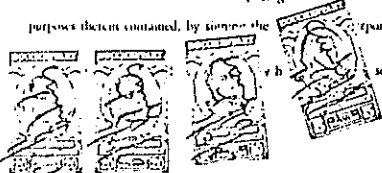
STATE OF CONNECTICUT } ss
COUNTY OF FAIRFIELD } ss

On this day of 19 , before me,

, the undersigned officer, personally appeared
who acknowledged him self to be the of

, a corporation, and that he, as such,
being authorized to do so, executed the foregoing instrument for the

purpose therein contained, by signing the same as



Notary Public

This land affected hereby lies in Block 237 of the Stanford Block
Map. Received for record July 3, 1963 at 1:50 P. M. and recorded by

Joseph V. Toner, City and Town Clerk

WARRANTY DEED - STATUTORY FORM

J. 1887 FILE 41

1348

WE, ROBERT DINARDO, RALPH DINARDO and FRANK DINARDO

of the City of Norwalk, County of Fairfield and State of Connecticut
 EIGHT HUNDRED EIGHTY FIVE THOUSAND (\$885,000.00) DOLLARS
 for consideration paid, grant to 20 SUMMER STREET ASSOCIATES, a limited partnership
 organized under the general statutes of the State of Connecticut

of 20 Summer Street, Stamford, Connecticut

with WARRANTY COVENANTS

(Description and encumbrances, if any, and any additional provisions)
 All that certain piece, parcel or tract of land, together with the buildings and
 improvements thereon, situated in the City of Stamford, County of Fairfield and
 State of Connecticut, and bounded and described as follows:

Beginning at a point where the northerly line of West Park Place is intersected
 by the westerly line of Summer Street, thence running along said westerly line of
 Summer Street north 15° 40' east 140.59 feet to land of the City of Stamford; thence
 running along land of the City of Stamford north 75° 14' 10" west 70.51 feet to
 land formerly of Robert Swartwout; thence running along land formerly of Robert
 Swartwout south 19° 15' 30" west 12.97 feet to land of Rockland Enterprises, Inc.
 south 73° 32' 50" east 5.31 feet and south 15° 48' west 127.82 feet to the northerly
 line of West Park Place; thence running along said northerly line of West Park Place
 south 75° 30' east 66.32 feet to the point or place of beginning.

Said premises are bounded northerly by land of the City of Stamford; easterly by
 Summer Street; southerly by West Park Place; westerly, then southerly by land of
 Rockland Enterprises, Inc.; and again westerly in part by land of Rockland Enter-
 prises, Inc. and in part by land formerly of Robert Swartwout.

Said premises are hereby conveyed together with a right and easement of way as
 reserved in a certain deed from The Lockwood & Palmer Company to Charles D. Lockwood,
 dated September 19, 1946 and recorded in the Land Records of said City of Stamford
 in Book 570 at Page 230, in, over and upon a strip of land adjoining the above des-
 cribed premises on the north and being the northerly one-half of a certain right of
 way delineated on a map entitled, "Map of Property in Stamford, Connecticut Surveyed
 for the W. A. Halpin Company (West side of Summer Street)" certified "Substantially
 Correct" Henry W. Gregory Surveyor Stamford, Conn. Aug. 6, 1946, which map is on
 file in the office of the Town Clerk of said Stamford as the Map Number 3336,
 reference thereto being had.


Said premises are conveyed subject to the zoning rules and planning regulations
 established in and for the City of Stamford; to certain rights and easements of
 way in, over and upon the most northerly portion of the land hereby conveyed and
 constituting the southerly one-half of the aforesaid right of way, as laid out
 and delineated on said Map Number 3336; to existing tenancies; and second half of
 the tax of the City of Stamford on the List of October 1, 1978, which tax the
 Grantee herein assumes and agrees to pay as part of the consideration hereof.
 Said premises are also subject to an existing first mortgage in the original
 principal amount of \$675,000.00 from Frank DiNardo, Robert DiNardo and Ralph DiNardo
 to Society for Savings of Hartford which mortgage is dated September 28, 1976 and
 recorded in Book 1582 at page 91 of the Stamford Land Records.


973⁵⁰
 "6 Conveyance Tax received
 Louis Port-Biaut
 Town Clerk of Stamford"

Signed this 2nd day of October 1979

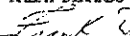
Witnessed by


 PETER J. WEISSMAN


 ROBERT DINARDO


 LAWRENCE D. VARIAN


 RALPH DINARDO


 FRANK DINARDO
State of Connecticut,
County of FAIRFIELD

{ ss: Stamford

Personally Appeared ROBERT DINARDO, RALPH DINARDO and FRANK DINARDO

Signers and Sealer of the foregoing Instrument, and acknowledged the same to be their
free act and deed
before me,

Latest mailing address of Grantor:

No. and Street 760 Summer Street

City Stamford

State Connecticut Zip 06901


 PETER J. WEISSMAN

COMMISSIONER OF SUPERIOR COURT

Title of Officer

The land affected hereby lies in Block 237 of the Stamford Block
Map. Received for record October 2, 1979 at 4:11 P.M. and recorded by

Lois PontBriant, City and Town Clerk

BLOCK No. 237

5834

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME. GREETINGS.
 KNOW YE That 84 WEST PARK PLACE, INC., a Connecticut Corporation herein designated as the Releasor, for the consideration of One Million Seven Hundred Fifty-Three Thousand and 00/100 Dollars (\$1,753,000.00) received to Releasor's full satisfaction from A & P PROPERTIES, INC. a Connecticut corporation with an address of 59 Huckleberry Hollow, Stamford, CT, herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the said Releasee and to its successors and assigns forever all right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to that certain parcel of land more particularly described in Schedule A attached hereto and made a part hereof.

To Have and to Hold the premises hereby remised, released and quit-claimed with all the appurtenances unto the said Releasee and to its successors or assigns forever, so that neither the Releasor nor the Releasor's successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

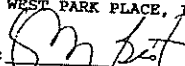
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 30 day of March, 1994.

Signed, Sealed and Delivered
 in the presence of or Attested by

84 WEST PARK PLACE, INC.

By:



 PETER M. BRESNAHAN
 Its President

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Jss. Bridgeport

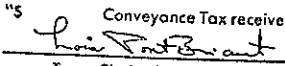
Personally appeared Peter M. Bresnahan, duly authorized officer of 84 WEST PARK PLACE, INC., signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, and the free act and deed of said Corporation, before me on this 30 day of March 1994.


 Notary Public/Commissioner of
 Superior Court & Notary Public
 My Commission Expires March 31, 1995

17.53000

1,928.30

"S Conveyance Tax received


 Town Clerk of Stamford

SCHEDULE A

All that certain piece, parcel or tract of land, together with the buildings and other improvements located thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, more particularly bounded and described as follows:

Beginning at a point in the northerly line of West Park Place formed by the intersection therewith of the division line between the premises herein described and land now or formerly of The West Park Corporation and running thence along said land now or formerly of The West Park Corporation N5° 44' 22" East 45.79 feet, N 84° 13' 38" West 1.02 feet, N 5° 46' 22" East 85.55 feet to the southerly line of a right of way, and running thence along said right of way S 84° 13' 18" East 84.90 feet, S 10° 32' 32" West 3.38 feet, and S 82° 16' 08" East 5.31 feet to land now or formerly of the Estate of Charles D. Lockwood, and running thence along said land now or formerly of the Estate of Charles D. Lockwood S 7° 03' 54" West 127.81 feet to the northerly line of West Park Place, and running thence along said northerly line of West Park Place N 84° 13' 56" West 85.99 feet to the point or place of beginning and containing approximately 11,560 square feet or .265 acres, more or less. Reference is made to "Map Showing Property of Rockland Enterprises, Inc., Stamford, Conn., certified substantially correct January 12, 1972 by Arthur W. Miller, Jr., L.S., 8171."

Together with all right, title and interest in and to the parcel of land designated Right of Way on the map hereinabove referred to, to the center line but subject to the rights of others to use same.

Together with all easements and rights of way from said 30' right of way easterly to Summer Street.

By the same premises acquired pursuant to a Judgment of Foreclosure as evidenced by a Certificate of Foreclosure dated January 24, 1994 and recorded in Volume 411 Page 275 of the Stamford Land Records.

Said premises are being conveyed subject to the following:

1. Taxes on the List of October 1, 1993 not yet due and payable.
2. Building line restrictions as set out in a deed from Henry Lockwood and Frank W. Palmer to Benjamin Harris in a Warranty Deed dated March 29, 1911 and recorded in Book 150 at Page 225 of the Stamford Land Records.
3. A covenant with respect to the "Stair Well" and "Cement Wall" as shown on Map No. 2359 of said land records and fully set forth in two certain quit claim deeds, the first from Walter B. Lockwood to Emma H. Adams, et als, dated April 11, 1936 and recorded in Book 453 at Page 137 of said Stamford Land Records, and the second from Charles D. Lockwood to Emma H. Adams, et als, dated April 13, 1936 and recorded in Book 453 at Page 138 of said Stamford Land Records (see copy attached).
4. Any outstanding interest of others in and to Parcel "B" on said Map No. 2359.
5. Encroachments shown on survey entitled "Map Showing Property of Rockland Enterprises, Inc., Stamford, Conn., certified substantially correct

January 12, 1972 by Parsons, Bromfield & Redniss" (see copy attached).

6. The effect, if any, of a reservation for buildings and maintenance of two (2) pillars 16' x 3' contained in said deed recorded in Book 150 at Page 225 of said land records (see copy attached).
7. Rights of others over a 30' right of way and a 16' right of way.
8. Stair well over northerly boundary and service wires servicing premises crosses adjoining property as shown on a survey made by Parsons, Bromfield & Redniss, dated January 12, 1972.
9. Such other easements, encumbrances, agreements and restrictions which appear of record or could be discovered by a current survey or personal inspection of said premises.

THIS LAND AFFECTED HEREBY LIES IN BLOCK 237
 OF THE STANFORD BLOCK MAP. RECEIVED FOR RECORD
 AT STAMFORD ON 4-4-94 AT 3:35 P.M.
 ATTEST: LOIS PONTBRIANT, TOWN AND CITY CLERK

SETTLEMENT AGREEMENT

This Agreement among THE CITY OF STAMFORD, CONNECTICUT (hereinafter referred to as the "City"), THE CITY OF STAMFORD CONNECTICUT URBAN REDEVELOPMENT COMMISSION (hereinafter referred to as the "Agency"), THE STAMFORD NEW-URBAN CORPORATION (hereinafter referred to as "SNUC"), THE FIRST STAMFORD NEW-URBAN CORPORATION (hereinafter referred to as "1st SNUC"), UNITED DEVELOPMENT CORPORATION (hereinafter referred to as "United"), T.R. HARDY, LLC (hereinafter referred to as "Hardy") and 33 BROAD STREET ASSOCIATES (hereinafter referred to as "33BSA").

WITNESSETH:

WHEREAS, the City, the Agency and SNUC have entered into a certain Land Disposition Agreement entitled "Contract For Sale of Land For Private Redevelopment Among the City of Stamford, Connecticut, The City of Stamford, Connecticut Urban Redevelopment Commission And The Stamford New-Urban Corporation" (hereinafter referred to as the "LDA"), dated on or about April 22, 1968, which LDA has been amended three times on or about July 22, 1975, August 31, 1976 and May 16, 1978 and a Parking Agreement dated on or about April 22, 1968, as amended (hereinafter referred to as "Parking Agreement") to implement the Urban Renewal Plan for the Southeast Quadrant (Extended) Urban Renewal Project Conn. R-43 (hereinafter referred to as the "Plan"); and

WHEREAS, most of the parties entered into an Agreement dated May 27, 1970 (hereinafter referred to as the "1970 Agreement") wherein the City and the Agency agreed upon the occurrence of certain events to designate 33BSA as the Redeveloper of Re-Use Parcels 19A and 20 as described in the LDA and the Plan; and

WHEREAS, during the years between 1968 and the date hereof there have been numerous amendments, agreements, side letter agreements and understandings among many of the parties hereto; and

WHEREAS, several of the parties are presently involved in a dispute involving the application of the LDA and its amendments which is currently pending in the Superior Court for the Judicial District of Stamford/Norwalk at Stamford entitled "33 Broad Street Associates; First Stamford New-Urban Corporation and United Development Corporation v. The City of Stamford Urban Redevelopment Commission; the City of Stamford and Edward C. Steinberg"; and

WHEREAS, all of the parties hereto, their subsidiaries, servants, agents, and employees, together with any related entities under their control, even though they may not be specifically identified herein, wish to resolve their disagreements and end their contractual relationship to the greatest extent possible;

NOW, THEREFORE, it is agreed that the preamble clauses of this agreement are representations of the parties hereto and are made a part of this Settlement Agreement and in consideration of the premises and mutual obligations of the parties hereto, each of them does agree as follows:

SECTION 1: Re-Use Parcels 19A and 20:

A. *Conveyance.* The City and/or Agency shall convey good, marketable and insurable title by warranty deed to Re-use Parcels 19A and 20 to 33BSA, or its assigns (or 1st SNUC whichever entity is mutually agreed upon by the parties) on June 30, 1998, or such earlier date as the parties hereto may mutually agree in writing by deeds giving 33BSA fee simple of Re-use Parcels 19A and 20 free and clear of all liens, encumbrances, restrictions, covenants and defects in title whatsoever, excepting only: a) the terms and conditions of this Agreement; b) zoning and planning rules of the City; c) any and all rights and easements set forth in this Agreement. At the closing of the title, the City and Agency shall, at their sole cost and expense, provide 33BSA with a certified metes and bounds survey of the property conveyed. Said conveyance shall be subject to a nonexclusive easement in favor of the City and Agency for public vehicular and pedestrian access, labeled as "Easement # 1, as more particularly shown on that certain map entitled "Re-Use Parcels 19A, 19c, 20, 20A" and dated August 19, 1997, attached hereto and made a part hereof as Exhibit "A," as more particularly described in Section 1.L., below. Said Easement shall be maintained by the City and Agency or its successors or assigns at their sole cost and expense. In the event that 33BSA and/or its successor in interest and title elect to relocate Easements # 1 and Easement # 2 described in Section 2B of this Agreement completely onto property currently known as Re-use Parcel 19A, as permitted in Section 2C of this Agreement, then 33BSA or its successor in interest and title hereby agree to grant an easement to the City and Agency over a portion of Re-use Parcel 19A within the shaded area designated on Exhibit B to this Agreement to satisfy the obligations of Section 2C. In addition, said conveyance of Re-use Parcel 19A shall be subject to a non-exclusive easement in favor of the Lodato Properties (as shown on Exhibit "C") or his successors in interest for vehicular and pedestrian access across Easement #1, Easement #2 and the Lodato Easement between Broad Street and the Lodato Properties, as more particularly shown on that certain map attached hereto as Exhibit "A." Said easements and Access Roadway constructed thereon by the City and Agency as provided herein shall be available for all purposes to 33BSA, its affiliates, partners, servants, and/or employees.

- B. *Warranties of City and Agency* The City and Agency warrant and represent, and the Deeds to said Re-use Parcels 19A and 20 shall contain warranties and representations by the City, that there are no rules, regulations, provisions of the Plan or other requirements preventing or limiting the use of said Re-use Parcels except those contained in the planning, zoning and building regulations of the City and as set forth in Section 5 of this Agreement. The City and Agency further warrant and represent, and the deeds shall contain warranties and representations by the City and Agency, that the City and Agency are well seized of the Re-use Parcels (or will so be seized of the Re-use Parcels at the time of the conveyance) in fee simple and that the City and Agency have a good right to bargain and sell same in the manner set forth herein. Said covenants and warranties will survive the delivery of the deeds.
- C. *Correction of Title Defects.* Title to the Re-Use Parcels shall be good, marketable and insurable. If 33BSA, its partners, successors or assigns claim any title defect will cause any portion of the Re-use Parcels to be conveyed to be uninsurable on the date of the conveyance, such defect shall be immediately brought to the attention of the City and the Agency in writing and they shall make every effort, including the use of their power of eminent domain at their sole cost and expense, to eliminate such defects at the earliest possible time. If any defect in title to either Re-use Parcel or portion thereof which existed at the time of conveyance of such parcel or portion thereof is discovered after conveyance to 33BSA, the City and the Agency agree that, for a period of ten (10) years commencing with the date of recordation of each deed of conveyance, the City and the Agency will, at their sole cost and expense, by utilization of the powers of eminent domain, or otherwise, correct any such defect at the request of 33BSA, its successors in interest to any portion of the property so conveyed which request is accompanied by an Attorney's certification that such defect makes or causes the title to be not good, marketable and insurable; provided, however, that such defect was not evident on any instrument or instruments recorded on the land records of the City of Stamford prior to the time the deeds in question were recorded.
- D. *Preparation of Deeds.* All deeds shall be prepared by the City and/or Agency at their own cost and expense.
- E. *Recordation of Instruments.* The City and/or Agency shall record this Agreement and all exhibits thereto, prior to the date of conveyance of the Re-Use Parcels 19A, 19C and/or 20. The City and/or Agency shall record all modifications or amendments to this Agreement. 33BSA shall record all deeds to portions of the Property covered under this Agreement, either on the date of closing in each case or the first business day thereafter. 33BSA shall pay for all recording expenses, if any, of this Agreement. Delay in recording shall not affect the validity of the deed(s) or the obligations and rights of the parties thereunder.
- F. *Availability of Title Certificates.* The City and/or the Agency shall provide 33BSA with copies of all original and final title certificates which apply to the Re-use Parcels or portions thereof covered by this Agreement if they exist.

- G. *Apportionment of Taxes.* Taxes shall be apportioned between 33BSA and the City and/or Agency as of the date of conveyance of each Re-Use parcel as follows: a) Taxes on each Re-use Parcel or any portion thereof arising from any tax list dated prior to the date of conveyance shall be paid by the Agency and/or City when due and the City and Agency hereby covenant that such taxes shall be so paid; b) Taxes covering the period from the date of conveyance to the date upon which the effective period of the first tax list date following the conveyance commences shall be pro-rated for such period; c) 33BSA shall not be responsible for taxes assessed against any improvements on the Re-Use Parcels which are constructed by the City and/or Agency in or within the easements provided herein.
- H. *Consolidation.* Following the conveyance of title of Re-use Parcels 19A, 19C (as provided hereinafter) and 20, 33BSA shall consolidate said parcels with the so called Dolan property owned by United and combine all parcels in common ownership for development (hereinafter referred to as the "Combined Development Parcel").
- I. *Purchase Price.* The purchase price for Re-use Parcel 19A shall be \$309,540 and the purchase price for Re-use Parcel 20 shall be \$84,630. The City and Agency represent that Re-use Parcel 19A consists of a minimum of 66,000 square feet and that Re-use Parcel 20 consists of a minimum of 16,800 square feet. The Agency acknowledges that SNUC has provided sums as a deposit/performance bond for the purchase of these parcels and such sums, together with any interest earned thereon shall be applied toward the purchase price as set forth above.
- J. *Location of Closing.* All closings contemplated by this Agreement shall occur at the offices of the Agency or such other place as the parties may mutually agree.
- K. *Vacation of Streets.* The City and/or Agency shall, prior to conveyance of the Re-use Parcels 19A, 19C(as provided hereinafter) and 20 or any portions thereof, and without expense or assessment of any kind to 33BSA and/or its successors in interest, close, vacate and abandon all existing streets, alleys and other public right of ways within the boundaries of the parcels to be conveyed excepting only the easements as provided herein.
- L. *Description of Easement.* The Easement (and/or relocated Easement) shall be located at grade and shall be 53 feet in width and shall extend from the ground to a height of 16 feet. In the event that after the construction of the Access Roadway 33BSA desires to develop the area of the Easement below grade, it may do so at its sole cost and expense, subject to the reasonable review and approval of the City and Agency, provided that, 33BSA shall reconstruct an Access Roadway within the Easement which is capable of supporting both automobile and truck traffic. 33BSA may construct such improvements as it deems appropriate above the 16 foot height area of the Easement, provided that sufficient lighting and protection is provided for the Access Roadway, as reasonably determined by the City and Agency. The Lodato Easement shall be

twenty (20) feet in width and the southeast corner of the said Lodato Easement shall be the southeast corner of Re-use Parcel 19C.

- M. *Construction of Access Roadway by 33BSA with City/Agency Funds.* In the event that the Access Roadway has not been constructed by the City and Agency prior to the development of all or a portion of the Combined Development Parcel, then upon approval by the Agency of the Access Roadway plans, the City and Agency shall provide 33BSA with such sums necessary to construct the Access Roadway at grade within the easement and 33BSA will thereupon construct the Access Roadway, pursuant to approved plans. The City and/or Agency shall be fully responsible for all costs associated with said construction in an amount equal to the costs associated with the construction of the Access Roadway had it been constructed by the City and Agency at grade and shall pay said amounts within ninety (90) days of substantial completion of said Access Roadway.

SECTION 2: Re-use parcel 19C:

- A. *Re-use Parcel 19C.* The City and Agency shall sell good, marketable and insurable title by warranty deed to said Re-use Parcel 19C to 33BSA on June 30, 1998, or such earlier date as the parties may mutually agree in writing, for a sum equal to the fair market value of said Re-use Parcel 19C as determined by a real estate appraiser familiar with land values in downtown Stamford, Connecticut. The appraisal report prepared by the appraiser shall be performed in accordance with generally accepted appraisal methods. The appraisal shall reflect the appraiser's judgment of what a prudent, knowledgeable purchaser under no necessity to buy would be willing to pay to purchase the property in a current sale with said property encumbered with the easements provided herein. In the event that 33BSA disagrees with the value as determined by the appraiser selected by the City and Agency, the parties agree to submit the issue of value of Re-use Parcel 19C to binding arbitration with a single arbitrator to be mutually selected. Said sum shall become due and payable to the Agency on the earlier of March 3, 2000 or the date that a building permit is issued for the development of eight-five (85%) per cent of the Combined Development Parcel. There shall be a mortgage in the amount of the purchase price without interest in favor of the City and the Agency on Re-use Parcel 19C until such time as 33BSA pays same to the Agency. Time shall be of the essence with respect to the payment of the purchase price.
- B. *Easement for Access Roadway.* Said conveyance shall be subject to a non-exclusive easement in favor of the City and Agency for public vehicular and pedestrian access from Broad Street to Easement # 1 referred to in Section 1A of this Agreement which in turn leads to the Access Roadway and/or the Parking Structure to be erected on Re-use Parcel 19 and for vehicular and pedestrian access to the Lodato Properties and TR Hardy, LLC property (said easement on Re-use Parcel 19C hereinafter referred to as the "Easement # 2"), as more particularly shown on that certain map entitled "Re-Use Parcels 19A,

19C, 20, 20A" and dated August 19, 1997, attached hereto and made a part hereof as Exhibit "A". Said easement and Access Roadway constructed thereon by the City and Agency as provided herein shall be available for all purposes to 33BSA, its affiliates, partners, servants, agents and/or employees. The parties agree that Marlo Associates and TR Hardy shall be granted non-exclusive rights to pass and repass over said easements between their properties and Broad Street in lieu of existing rights of way in Winthrop Place. The City and Agency shall construct, or cause to be constructed, an access road together with sidewalks (hereinafter referred to as the "Access Roadway"), within the limits of the Easement which shall be maintained by the City and Agency or its successors or assigns at their sole cost and expense at said location or relocation as provided herein, unless otherwise agreed by the parties.

- C. *Relocation of Easement.* 33BSA and/or its successors in interest shall have the right to relocate the Easement #1, Easement # 2 and the Lodato Easement which are located primarily upon Re-use Parcels 19A and 19C as indicated on the Map referenced above in Exhibit A, to a location on Re-use Parcel 19A and/or Re-use Parcel 19C within the shaded area identified on that certain map entitled and referred to as "Relocated Access Roadways" and dated August 19, 1997, attached hereto and made a part hereof as Exhibit "B". In the event of the relocation of the easements as provided herein, Easement # 1, Easement # 2 and the Lodato Easement shall be extinguished. In the event that the Access Roadway has been constructed by the City and Agency prior to the easement relocation described herein, 33BSA shall have the right to reconstruct the Access Roadway within the relocated Easement at its sole cost and expense and in a manner substantially identical to the original Access Roadway and reasonably acceptable to the City and Agency. In the event that the easements are relocated as provided herein, 33BSA and its successors in interest shall have the same rights to pass, repass, enter and exit over said relocated easements as existed in the prior easements that were replaced. The City and/or Agency shall give 33BSA or its successor(s) in interest ninety (90) days written notice of its intention to commence construction of the Access Roadway in order for 33BSA and/or its successors in interest to have advance notice to relocate the easements as provided herein before the commencement of construction of the Access Roadway. In the event that 33BSA and/or its successor elect to commence development of its site prior to the construction of the Access Roadway, the provisions of Section 1N shall apply. Nothing contained in this paragraph shall relieve the City and Agency of its obligation to maintain the Access Roadway as it is obligated to do as provided in this Agreement unless otherwise agreed. In the event that 33BSA elects to relocate the easements as provided herein, 33BSA shall have the obligation to relocate the "Lodato Easement," but shall have the right to relocate it anywhere within the shaded area indicated on Exhibit B herein.

- D. *Consolidation of Re-use Parcel 19C with Re-use Parcels 19A and 20.* Following the purchase of said Re-use Parcel 19C, 33BSA shall consolidate 19C with the previously combined 19A, 20 and Dolan properties in order that it becomes a part of the Combined Development Parcel.
- E. *Obligations of City/Agency.* Paragraphs "B", "C", "D", "E", "F", "G", "J", "K" and "L" specified in Section 1 of this Agreement are hereby incorporated collectively as the provisions of paragraph E of this Section 2 and shall be equally applicable to the conveyance of Re-use Parcel 19C as if they had been specifically enumerated in this Section.

SECTION 3: 21 Broad Street:

- A. *Amendment of Plan to Include 21 Broad Street Property.* The City and Agency agree that the inclusion of the property known as 21 Broad Street (hereinafter referred to as the "Acquisition Parcel") is essential to complete an adequate unit of development on Broad Street. The parties agree that the City and Agency will immediately commence the process to amend the Urban Renewal Plan for the Southeast Quadrant (Extended) Urban Renewal Project, Conn. R-43 (hereinafter referred to as the "Plan"), to include the Acquisition Parcel as a "To Be Acquired" parcel. Said plan amendment will provide that this acquisition must occur on or before February 1, 2000.
- B. *Retaining of Appraisal(s).* Prior to and as a condition of the acquisition of the Acquisition Parcel, the Agency shall retain one or more real estate appraisers to assess fair market value of said Acquisition Parcel. The appraisal(s) shall be performed in accordance with generally accepted appraisal methods. The City and/or Agency shall commence the process of acquiring/condemning 21 Broad Street upon the request of 33BSA.
- C. *Purchase Price of 21 Broad Street Property.* Upon completion of the appraisal(s) the Agency shall establish a price to be paid for the Acquisition Parcel. Such price shall be the value determined in such appraisal(s).
- D. *Negotiation for Purchase/Condemnation of 21 Broad Street Property.* The Agency shall attempt to acquire the Acquisition Parcel by negotiated purchase at the price so established. In the event that the property owner is unwilling to sell the Acquisition Parcel for the purchase price so established, the Agency shall proceed to acquire the Acquisition Parcel through the exercise of the power of eminent domain in the manner provided in Chapter 130 of the Connecticut General Statutes.
- E. *Prepayment of Appraisal Fees and Title Fees.* Prior to proceeding as outlined in paragraphs B, above, 33 BSA shall advance the Agency all sums of money necessary to cover all of the costs and expenses related to the appraisal(s) of the Acquisition Parcel including title fees. Not less than three (3) days prior to the scheduled acquisition date, either by sale or the filing of a Statement of Compensation in furtherance of a condemnation process, 33BSA shall advance all sums reasonably necessary for the purchase/condemnation of the

Acquisition Property, including, without limitation title reports, title insurance, surveying and legal services.

- F. *33BSA to be Responsible for Costs.* 33 BSA, or any successor to its interest in the Combined Development Parcel, shall be responsible to pay all costs and expenses associated with any appeal from valuation or any other litigation commenced by virtue of the acquisition or proposed acquisition of the Acquisition Parcel, including, without limitation, all reasonable attorneys fees, costs of expert witnesses as well as the amount of any award together with interest thereon and other costs which may be assessed by a court as well as the costs associated with any appeal of the decision of the court. Attorneys fees and related costs shall be paid by 33BSA as they accrue and in any event, not later than thirty (30) days after submission of the invoice to 33BSA for payment. 33BSA shall have the right to reasonably approve the selection and rates to be charged by any attorneys retained in this regard. The amount of any award (together with any unpaid costs and expenses) shall constitute a lien on the Combined Development Parcel in favor of the City and Agency until such time as it is paid.
- G. *Transfer of Title to 21 Broad Street Property.* As soon as practically possible, after the title vests in the City and/or Agency, the Agency shall convey good, marketable and insurable title by quit claim deed to said Acquisition Parcel to 33BSA, which shall combine said Acquisition Parcel with 19A, 20, the Dolan Property and 19C, if applicable, in order that it becomes a part of the Combined Development Parcel as to which all portions of this Settlement Agreement shall be applicable. The transfer of the Acquired Parcel will be in an "as is" condition, and the City and Agency shall have no obligation to remediate, demolish, clear or otherwise prepare the Acquired Parcel for transfer.

SECTION 4: Block 9 Parking Structure:

- A. *City/Agency Representations.* The City/Agency acknowledges that it has a preexisting agreement with the United States Department of Housing and Urban Development (HUD) known as the Closeout Agreement, which provides, inter alia, that the City must provide for the construction of a parking garage on Block 9 with non-federal funds. The City and Agency have negotiated an agreement with a third party redeveloper which anticipates the construction of a parking garage on Block 9 which will contain approximately 440 public parking spaces. Physical construction of said garage is anticipated to commence on or about October 1, 1999 with completion anticipated approximately 24 months after commencement.
- B. *City/Agency Obligation to Provide 350 Public Parking Spaces.* Notwithstanding any obligations to the United States Department of Housing and Urban Development (HUD) or obligations of a third party redeveloper, the City and Agency independently agree that it will provide commencing with the execution of this Agreement and continue to maintain a minimum of 350 public

parking spaces on Blocks 8 & 9 primarily for parking of automobiles by retail shoppers as the market requires. During construction of the Re-use Parcel 19 garage, the City and Agency shall make their best efforts to provide as many of said public parking spaces as reasonably possible.

- C. *City/Agency Duty to Keep 33BSA Informed.* The Agency will keep 33BSA apprised of the development plans for the parking garage as they progress and at such time as they have been prepared and approved by the Agency and City, the Agency will provide 33BSA a copy of the construction documents for the Block 9 parking garage. To the extent they are available, "as built construction plans" of the garage will also be made available to 33BSA.
- D. *Right of 33BSA to Connect and Pass Through City/Agency Garage.* 33BSA and its successors in interest shall have the right to connect any future garage that it might construct on its property with the public garage or other public parking facility that is constructed by the City and/or Agency on Re-use Parcel 19 and, subject to satisfactory design as to ingress and egress, ventilation, safety of users, adequacy of vehicular and pedestrian entrance and exit capacity to and from the garage on Re-use Parcel 19 to be approved by the City and Agency, such approval shall not be unreasonably withheld. 33BSA and its successors in interest, its tenants and invitees shall have the vehicular and pedestrian right to pass and repass over and through said Re-use Parcel 19 garage from the Combined Development Parcel.
- E. *75 Parking Spaces.* In the event that a building is constructed by 33BSA, or its approved designee(s) or assignee(s), on the Combined Development Parcel or any portion of the property conveyed pursuant to this Agreement, which contains a minimum of 25,000 square feet of office space, 33BSA or its approved designee(s) or assignee(s) shall be entitled for a period of twenty (20) years from the date of the issuance of a final certificate of occupancy for the building, but not longer than twenty-five (25) years from the issuance of a certificate of occupancy for the Re-use Parcel 19 parking garage, to purchase monthly parking permits for the Re-use Parcel 19 parking garage or the surface parking facility adjacent to the Combined Development Parcel, if the Re-use Parcel 19 parking garage is not constructed, as they shall request, up to and not exceeding 75 permits per month, on the same terms and conditions as other monthly permit holders in the said parking garage or surface parking facility, as established from time to time by the City and Agency. All monthly parking permit holders in the Re-use Parcel 19 parking garage shall be assigned to park in specific designated parking spaces within the garage, to the extent permitted by law. The City and Agency shall use their best efforts to locate such designated parking spaces in the garage or surface parking facility in an area which is convenient to the final destination of the monthly permit holder. Such permit holder will also be subject to rules and regulations established from time to time for the general operation of the parking garage. The users of said parking permits shall have a vehicular and pedestrian right to pass over and through such portions of Re-use Parcel 19 as is necessary to access the Re-use Parcel 19 parking garage from Broad Street. 33BSA or its approved

designee(s) or assignee(s) shall have the right to gain direct access from the Combined Development Parcel to the Re-use Parcel 19 parking garage, as set forth in sections 4.D., above and 5.C., below. Any costs associated with providing direct access shall be borne by 33BSA or its approved designee(s) or assignee(s).

SECTION 5: Development of the Combined Development Parcel:

- A. *City/Agency Obligation to Amend Plan:* The City and Agency shall, upon execution and approval of this Agreement, amend the Plan to indicate (i) that the building requirements of the Plan are not required for Re-use Parcels 19A, 19C and 20 and that a minimum of 40,000 square feet of improvements without specification of type of use will be developed on all or part of the Combined Development Parcel and the maximum development of these parcels will be as permitted by applicable zoning regulations of the City of Stamford, plus the relocated development rights as described in Section 6, below; and (ii) that there shall be no schedule for the development of improvements upon the Combined Development Parcel.
- B. *33BSA To Obtain Approvals for Development.* 33BSA shall be solely responsible to obtain all necessary approvals and prepare all necessary reports required to obtain approvals for the development of the Combined Development Parcel or any portion thereof, including, but not limited to zoning approvals, state traffic commission approvals, environmental impact statements and environmental approvals and building construction plan approvals.
- C. *33BSA Right to Construct Garage.* 33BSA may design and construct, at its sole cost and expense, a parking structure on the Combined Development Parcel or any portion thereof which will connect to the Block 9 parking garage described in Section 4, above, subject to the review and approval of all construction documents for the Combined Development Parcel garage if it connects to Re-use Parcel 19 garage by the City and the Agency which shall be a reasonable review and the approval shall not be unreasonably withheld. If as a result of said connection, there is a loss in excess of five (5) public parking spaces, 33BSA shall either replace said lost spaces which exceed five (5) spaces or compensate the City/Agency for each lost space over five (5) spaces at the rate equal to the per space construction cost. The choice of whether to replace said lost spaces over five (5) spaces or compensate the City/Agency for them as provided herein shall exclusively lie with 33BSA.
- D. *33BSA's Right to Easements.* 33BSA and its successors in interest, affiliates, partners, servants, agents, employees and invitees shall retain the non-exclusive right to pass and repass over all easements described herein and referenced herein and shall be granted an easement to pass and repass over the entire Access Roadway from Broad Street to the Re-use Parcel 19 garage entrance.
- E. *Construction.* 33BSA or its approved designee(s) or assignee(s) shall commence building of the improvements to be constructed on the Combined Development Parcel within five (5) years of the date that this Agreement is

executed by the parties hereto, the time limitations specified herein shall be subject to reasonable extensions, if necessary. The Combined Development Parcel shall be developed and used in accordance with the Plan, as amended as required by the terms of this Agreement. Notwithstanding the foregoing, the parties agree that the Plan shall not impose any greater controls or limitations upon the use and development of the Combined Development Parcel than those that exist under the Zoning Regulations of the City of Stamford.

- F. Completion. Upon completion of construction of the improvements to be constructed on the Combined Development Parcel (as determined by the filing of a request for a certificate of occupancy or partial certificate of occupancy) 33BSA or its approved designee(s) or assignee(s) will request that the Agency issue a Certificate of Completion certifying that the improvements were constructed in accordance with the Plan as amended as required by the terms of this Agreement. The Agency shall issue such Certificate within thirty (30) days of said request, provided that the improvements have been constructed in accordance with the Plan as amended as required by the terms of this Agreement.

SECTION 6: Development Rights:

The City agrees prior to June 30, 1998 to take such action or actions as is or are necessary in order to permit the transfer of any unused development rights associated with the lower Summer Street property currently owned by TR Hardy, LLC, which is the site of the Crown Theater development, to be utilized on the Combined Development Parcel including but not limited to transferring a sliver portion of Parcel 19 to 33BSA.

SECTION 7: Termination of relationship and past agreements:

The parties hereto intend and agree that other than as set forth in this Settlement Agreement, all past agreements, understandings, obligations and relationships shall be terminated and of no further effect, except as follows:

- A. continuing agreements relating to the operation of the Stamford Town Center and related parking garage.
- B. provisions in the LDA relating to prohibitions against transfer necessary to comply with Federal law and/or regulations.
- C. Non-discrimination provisions contained in Article XIV of the LDA.
- D. Conflict of interest provisions contained in Article XVI and Section 19.13 of the LDA.
- E. Lead based paint restrictions imposed by Executive order or otherwise.
- F. Prevailing wage requirements and fair labor standard obligations.
- G. Such other obligations imposed by Federal, State and Local law, regulation and ordinance.

- H. Notices shall be made pursuant to Section 19.3 of the LDA, except that notices shall be made to (i) the City at The City of Stamford, Connecticut, 888 Washington Boulevard, Stamford, Connecticut, Attention: Mayors Office; (ii) the Agency at The City of Stamford, Connecticut Urban Redevelopment Commission at 888 Washington Boulevard, Stamford, Connecticut, Attention: Executive Director; and (iii) SNUC, 1st SNUC, T.R. Hardy, LLC and 33BSA at One Landmark Square, Stamford, Connecticut, Attention Mr. Robert N. Rich; and (iv) United, United Development Corporation and 33BSA, 11 Crystal Street, Stamford, CT Attention: Robert H. Kahn
- I. Any disputes between the parties hereto shall be resolved by the arbitration process established in the LDA.

SECTION 8: Successors and releases:

The agreements contained herein shall apply to all successors and assigns of the parties, as well as to their subsidiaries, agents, employees and related entities. The parties agree to execute appropriate mutual releases and withdrawal of action form relating to the pending litigation and the matters contained herein.

SECTION 9: Authority:

The parties mutually represent and warrant that the parties to this Agreement have the requisite authority to bind the parties hereto and the City and Agency expressly represent and warrant that by executing this Agreement they have obtained all the requisite approvals required by the Charter, Ordinances and regulations of the City and the Agency and acknowledge that all parties are relying upon these representations.

SECTION 10: Attorney Fees in the Event of Breach:

It is expressly agreed between and among the parties that in the event that any of the provisions of this Agreement are breached by any of the parties, the non-breaching party shall be entitled to all reasonable attorney fees and costs that are incurred by the non-breaching party necessitated by said breach at the discretion of the arbitrator.

SECTION 11: Modification:

This Agreement may be amended only by written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

SECTION 12: Severability:

If any provision of this Agreement is held to be invalid as a result of its conflict with any existing local charter or code provision, or any state or federal statute or for any other reason, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws.

SECTION 13: Captions:

The captions that are utilized in this Agreement are for convenience purposes only and do not represent any substantive agreements between the parties and to the extent that they are in conflict with any of the provisions, the provisions shall prevail over the captions.

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The captions that are utilized in this Agreement are for convenience purposes only and do not represent any substantive agreements between the parties and to the extent that they are in conflict with any of the provisions, the provisions shall prevail over the captions.

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

Attest:

Patricia Gaudin

Deane Jones

[Signature]

[Signature]

Reida G. Williams

[Signature]

Reida G. Williams

[Signature]

[Signature]

[Signature]

Reida G. Williams

City of Stamford, Connecticut Approve to Form
By: [Signature] Corporate Counsel

By: David P. Mahoy, Mayor Date 4/1/98

City of Stamford, Connecticut
Urban Redevelopment Commission

By: [Signature]
Stephen C. Osman, Chairman

Stamford New-Urban Corporation

By: [Signature]
Robert N. Rich, President

First Stamford New-Urban Corporation

By: [Signature]
Robert N. Rich, President

United Development Corporation

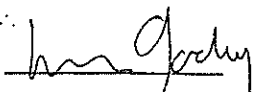
By: [Signature]
Robert H. Kahn, President

T.R. Hardy, LLC

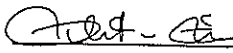
By: [Signature]
Thomas L. Rich, Manager

...5039PG036

33 Broad Street Associates



Dannel P. Malloy

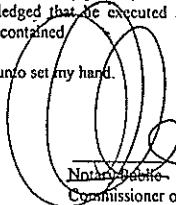
By: 

Robert N. Rich, duly authorized

State of Connecticut)
) ss: Stamford
County of Fairfield)

On this 3 ^{April} day of December, 1997, before me,
the undersigned officer personally appeared Dannel P. Malloy, Mayor of the City of
Stamford, Connecticut, known to me (or satisfactorily proven) to be the person described
in the foregoing instrument, and acknowledged that he executed same in the capacity
therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.

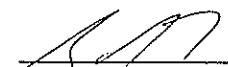


Notary Public
Commissioner of the Superior Court

State of Connecticut)
) ss: Stamford
County of Fairfield)

On this 25th ^{March} day of December, 1997, before me,
the undersigned officer personally appeared Stephen C. Osman, Chairman of the City of
Stamford, Connecticut, Urban Redevelopment Commission, known to me (or
satisfactorily proven) to be the person described in the foregoing instrument, and
acknowledged that he executed same in the capacity therein stated and for the purposes
therein contained.

In Witness Whereof, I hereunto set my hand.



Notary Public
Commissioner of the Superior Court

State of Connecticut)
) ss: Stamford
 County of Fairfield)

On this 2nd ^{March 1998} day of December, 1997, before me, the undersigned officer personally appeared Robert N. Rich, President of the Stamford New-Urban Corporation, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.

Linda G. Williams
 Notary Public
 Commissioner of the Superior Court
 LINDA G. WILLIAMS
 My Commission Expires Sept. 30, 1999

State of Connecticut)
) ss: Stamford
 County of Fairfield)

On this 2nd ^{March 1998} day of December, 1997, before me, the undersigned officer personally appeared Robert N. Rich, President of the First Stamford New-Urban Corporation, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.

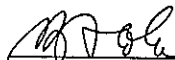
Linda G. Williams
 Notary Public
 Commissioner of the Superior Court

LINDA G. WILLIAMS
 My Commission Expires Sept. 30, 1999

State of Connecticut)
) ss: Stamford
 County of Fairfield)

On this 16th day of March, 1998, before me, the undersigned officer personally appeared Robert H. Kahn, President of the United Development Corporation, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.



Notary Public
 Commissioner of the Superior Court

State of Connecticut)
) ss: Stamford
 County of Fairfield)

On this 5th day of March, 1998, before me, the undersigned officer personally appeared Thomas L. Rich, Manager of T.R. Hardy L.L.C., known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.



Notary Public
 Commissioner of the Superior Court

My Commission Expires 4/21/2003

State of Connecticut)
) ss: Stamford
County of Fairfield)

march 1998

On this *and* day of December, 1997, before me, the undersigned officer personally appeared Robert N. Rich, Managing Partner of Broad Street Associates, duly authorized, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.

Linda G. Williams

Notary Public
Commissioner of the Superior Court
LINDA G. WILLIAMS
My Commission Expires Sept. 30, 1999

VOL 5039PG040

BROAD

STREET

BOULEVARD

WASHINGTON

EL. 21

PROPOSED
REUSE PARCEL
20A
6,478 S.F.

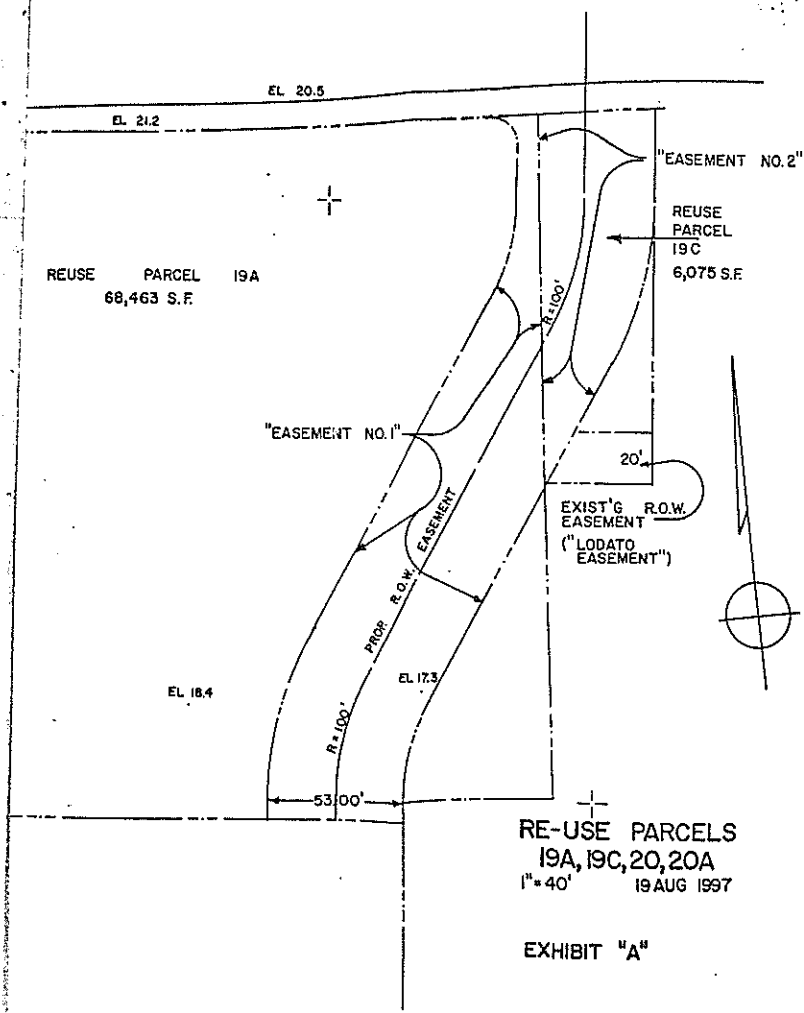
("21 BROAD ST.")

EL. 21.0

"DOLAN PROPERTY"

EL. 24.2

REUSE PARCEL 20
16,853 S.F.



VOL 5039PG042

BROAD

STREET

EL 21

EL 21.0

BOULEVARD

WASHINGTON

EL 24.2

VOL 5039PG043

EL 20.5

EL 21.2

AREA WITHIN WHICH
EASEMENTS MAY BE
RELOCATED

EL 20.0

EL 18.4

EL 17.3

53'

RELOCATED ACCESS
ROADWAYS

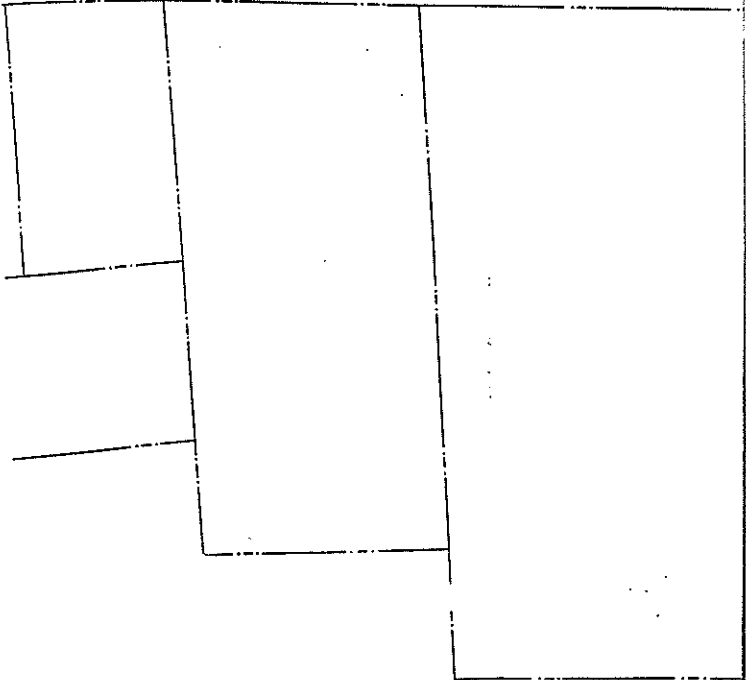
1" = 40'

19 AUG 1997

EXHIBIT "B"



VOL 5039P6044



VOL 5039 PG 045

BROAD STREET

SUMMER STREET

RE-USE PARCEL 19A

RE-USE
PARCEL
19C

LODATO PROPERTIES"

RE-USE PARCELS
19A, 19C, 20, 20A

1" = 40'

19 AUG 1997

EXHIBIT "C"

THE LAND AFFECTED HEREBY LIES IN BLOCK 236, 237
OF THE STAMFORD BLOCK MAP, RECEIVED FOR RECORD
AT STAMFORD ON 7-7-98 AT 3:06 PM.
ATTEST: LOIS FONTBRIANT, TOWN AND CITY CLERK

BLOCK NO. 236, 237

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

KNOW YE, that the CITY OF STAMFORD, a municipal corporation existing under the laws of the State of Connecticut, acting herein by Dannel P. Malloy, its Mayor and the CITY OF STAMFORD, CONNECTICUT, URBAN REDEVELOPMENT COMMISSION, acting herein by Stephen C. Osman, its Chairman, both having a principal place of business in the City of Stamford, County of Fairfield and State of Connecticut, hereinafter referred to as the GRANTOR for the consideration of THREE HUNDRED NINETY FOUR THOUSAND ONE HUNDRED SEVENTY AND NO/100 (\$394,170) DOLLARS, (\$309,540 for Re-Use Parcel 19A and \$84,630 for Re-Use Parcel 20) received to their full satisfaction of 33 BROAD STREET ASSOCIATES, LLC, a Connecticut limited liability company with its principal place of business at One Landmark Square, City of Stamford, County of Fairfield and State of Connecticut, hereinafter referred to as the GRANTEE, do give, grant, bargain, sell and confirm unto the said 33 BROAD STREET ASSOCIATES, LLC:

All those certain pieces, parcels or tracts of land, together with the buildings and improvements thereon and appurtenances thereto, situated in the City of Stamford, County of Fairfield and State of Connecticut, shown and designated as "Re-Use Parcel 20" and "Re-Use Parcel 19A" on a certain map entitled "Property Survey Re-Use Parcels 19A, 19C, 20 & 20A prepared for the City of Stamford Urban Redevelopment Commission dated 6/25/98 and prepared by Redniss & Mead," which map is on file in the Office of the Town Clerk of the City of Stamford as map number 12932, and together with the representations and warranties contained in Section 1.B. of the Settlement Agreement recorded in Book 5039, Page 21.

Reserving unto the Grantor herein an easement for the purpose of permitting ingress and egress for vehicles and pedestrians between Broad Street and Re-Use Parcel 19, which easement is shown and designated "EASEMENT #1" on said map number 12932 in the Stamford Land Records, which easement is subject to a certain SETTLEMENT AGREEMENT dated April 3, 1998, and recorded in Book 5039 at Page 21 of the Stamford Land Records.

Said premises are conveyed subject to:

1. The terms, covenants and conditions of the aforesaid SETTLEMENT AGREEMENT dated as of April 3, 1998, and recorded in Book 5039, Page 21 of the Stamford Land Records.
2. The terms and conditions of a certain RIGHT-OF-WAY AGREEMENT among the City of Stamford, Connecticut, the City of Stamford, Connecticut Urban Redevelopment Commission, and Mario Lodato, dated July 7, 1998, and recorded in the Stamford Land Records simultaneously herewith.
3. The terms and conditions of a certain RIGHT-OF-WAY AGREEMENT among the City of Stamford, Connecticut, the City of Stamford, Connecticut Urban Redevelopment Commission, and T.R. HARDY, LLC, of even date herewith, and recorded in the Stamford Land Records simultaneously herewith.

15-NOV-98
 Town Clerk of Stamford
 Conveyance Tax received

4. Any and all provisions of any ordinance, municipal regulation or public or private law, including the zoning, inland wetlands, building and planning laws, rules and regulations as established by the City of Stamford.
5. Taxes of the City of Stamford next becoming due and payable from the date hereof.
6. All the terms, covenants and conditions of the Contract for Sale of Land for Private Redevelopment entered into between the City of Stamford, Connecticut, the Urban Redevelopment Commission and Stamford New Urban Corporation, dated as of July 2, 1968, and recorded on August 15, 1968 in Book 1142 at Page 201, Stamford Land Records, as amended as of July 19, 1973 and recorded on September 30, 1975 in Book 1498 at Page 1 Stamford Land Records, as further amended as of December 1978 and recorded on December 22, 1978 in Book 1808 at Page 62 Stamford Land Records, and as further amended by the Settlement Agreement referenced above; and the Urban Renewal Plan for the Southeast Quadrant (Extended) dated as of October 23, 1967 and recorded August 15, 1968 in Book 1142 at Page 290, as amended from time to time thereafter.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto the said Grantee, its successors and assigns forever to its own proper use and behoove; and also it the said Grantor does for itself and its successors covenant with the said Grantee, its successors and assigns, that at and until the enrolling of these presents it is well seized of the premises as a good indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in the manner and form as is above written, and that the same are free from all encumbrances whatsoever, except as aforesaid; and

FURTHERMORE, the said Grantor does by these presents bind itself and its successors to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 20 day of August 1998 *Signature*

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signature

THE CITY OF STAMFORD

BY:

Signature
Dannel P. Malloy, Mayor

VOL 5082FG281

THE CITY OF STAMFORD, URBAN
REDEVELOPMENT COMMISSION

Edw. C. St. George

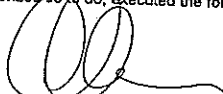
Arthur A. Goldberg

BY: Stephen C. Osman

Stephen C. Osman, Chairman

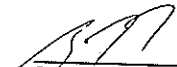
STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss: Stamford

On this the ^{5th} day of August 1998, personally appeared Dannel P. Malloy, who acknowledged himself to be the Mayor of the City of Stamford, a municipal corporation and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Commissioner Of the Superior Court
Notary Public *Dannel P. Malloy*

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss: Stamford

On this the ^{15th} day of August 1998, personally appeared Stephen C. Osman, who acknowledged himself to be the Chairman of the CITY OF STAMFORD, URBAN REDEVELOPMENT COMMISSION, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of the Commission, before me.


Commissioner Of the Superior Court
Notary Public *Bruce H. Goldberg*

THE LAND AFFECTED HEREBY LIES IN BLOCK 236-237
OF THE STAMFORD BLOCK MAP, RECEIVED FOR RECORD
AT STAMFORD ON 9-8-98 AT 2:29 PM
ATTEST: LOIS PONTBRIANT, TOWN AND CITY CLERK

BLOCK NO. 236, 237

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

KNOW YE, that the CITY OF STAMFORD, a municipal corporation existing under the laws of the State of Connecticut, acting herein by Dannel P. Malloy, its Mayor and the CITY OF STAMFORD, CONNECTICUT, URBAN REDEVELOPMENT COMMISSION, acting herein by Stephen C. Osman, its Chairman, both having a principal place of business in the City of Stamford, County of Fairfield and State of Connecticut, hereinafter referred to as the GRANTOR for the consideration of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$175,000) DOLLARS, received to their full satisfaction of 33 BROAD STREET ASSOCIATES, LLC, a Connecticut limited liability company with its principal place of business at One Landmark Square, City of Stamford, County of Fairfield and State of Connecticut, hereinafter referred to as the GRANTEE, do give, grant, bargain, sell and confirm unto the said 33 BROAD STREET ASSOCIATES, LLC:

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon and appurtenances thereto, situated in the City of Stamford, County of Fairfield and State of Connecticut, shown and designated as "Re-Use Parcel 19C" on a certain map entitled "Property Survey Re-Use Parcels 19A, 19C, 20 & 20A prepared for the City of Stamford Urban Redevelopment Commission dated 6/25/98 and prepared by Redniss & Mead," which map is on file in the Office of the Town Clerk of the City of Stamford as map number 12932, and together with the representations and warranties contained in Section 2 of the Settlement Agreement recorded in Book 5039, Page 21.

Reserving unto the Grantor herein an easement for the purpose of permitting ingress and egress for vehicles and pedestrians between Broad Street and Re-Use Parcel 19, which easement is shown and designated "EASEMENT #2" on said map number 12932 in the Stamford Land Records, which easement is subject to a certain SETTLEMENT AGREEMENT dated April 3, 1998, and recorded in Book 5039 at Page 21 of the Stamford Land Records.

Said premises are conveyed subject to:

1. The terms, covenants and conditions of the aforesaid SETTLEMENT AGREEMENT dated as of April 3, 1998, and recorded in Book 5039, Page 21 of the Stamford Land Records.
2. The terms and conditions of a certain RIGHT-OF-WAY AGREEMENT among the City of Stamford, Connecticut, the City of Stamford, Connecticut Urban Redevelopment Commission, and Mario Lodato, dated July 7, 1998, relating to the "Lodato Easement" as shown on said map #12932 and recorded in Book 5082, Page 271 of the Stamford Land Records.
3. The terms and conditions of a certain RIGHT-OF-WAY AGREEMENT among the City of Stamford, Connecticut, the City of Stamford, Connecticut Urban Redevelopment Commission, and T.R. HARDY, LLC, dated September 1, 1998 and recorded in Book 5082, Page 262 of the Stamford Land Records;

City and Town Clerk, Stamford, CT

1998-04-03 Conveyance Tax Received

as modified by the terms and conditions of a certain AMENDMENT TO RIGHT OF WAY AGREEMENT among the City of Stamford, Connecticut, the City of Stamford Connecticut Urban Redevelopment Commission, and T.R. HARDY, LLC, dated as of January 12, 1999 and recorded in the Stamford Land Records.

4. Any and all provisions of any ordinance, municipal regulation or public or private law, including the zoning, inland wetlands, building and planning laws, rules and regulations as established by the City of Stamford.
5. Taxes of the City of Stamford next becoming due and payable from the date hereof.
6. All the terms, covenants and conditions of the Contract for Sale of Land for Private Redevelopment entered into between the City of Stamford, Connecticut, the Urban Redevelopment Commission and Stamford New-Urban Corporation, dated as of July 2, 1968, and recorded on August 15, 1968 in Book 1142 at Page 201, Stamford Land Records, as amended as of July 19, 1973 and recorded on September 30, 1975 in Book 1498 at Page 1 Stamford Land Records, as further amended as of December 1978 and recorded on December 22, 1978 in Book 1808 at Page 62 Stamford Land Records, and as further amended by the Settlement Agreement referenced above; and the Urban Renewal Plan for the Southeast Quadrant (Extended) dated as of October 23, 1967 and recorded August 15, 1968 in Book 1142 at Page 290, as amended from time to time thereafter.

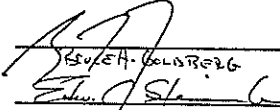
TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto the said Grantee, its successors and assigns forever to its own proper use and behoove; and also it the said Grantor does for itself and its successors covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents it is well seized of the premises as a good indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in the manner and form as is above written, and that the same are free from all encumbrances whatsoever, except as aforesaid; and

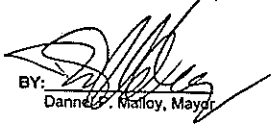
FURTHERMORE, the said Grantor does by these presents bind itself and its successors to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

IN IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this day of December 1999.

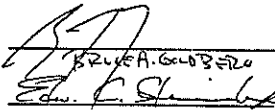
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

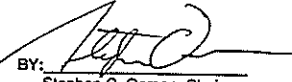
THE CITY OF STAMFORD


EDWARD C. STEINBERG

BY: 
Dannel P. Malloy, Mayor

THE CITY OF STAMFORD, URBAN
REDEVELOPMENT COMMISSION


EDWARD C. STEINBERG

BY: 
Stephen C. Osman, Chairman


Approved as to Form
Corporation Counsel

By 

Date 12/17/99

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

On this the 17 day of December 1999, personally appeared Dannel P. Malloy, who acknowledged himself to be the Mayor of the City of Stamford, a municipal corporation and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


 Commissioner Of the Superior Court
 Notary Public Bruce A. Goldberg

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

On this the 17 day of December 1999, personally appeared Stephen C. Osman, who acknowledged himself to be the Chairman of the CITY OF STAMFORD, URBAN REDEVELOPMENT COMMISSION, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of the Commission, before me.

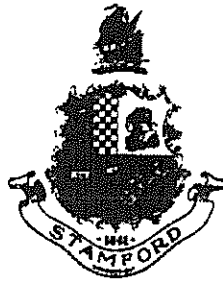

 Commissioner Of The Superior Court
 Notary Public Bruce A. Goldberg

THE LAND AFFECTED HEREBY LIES IN BLOCK 286-237
 OF THE STAMFORD BLOCK MAP, REC'D FOR RECORD
 AT STAMFORD, CT ON 12-31-99 AT 2:49 PM

ATTEST: SALLY SERAFINO, CITY & TOWN CLERK

CITY OF STAMFORD

MAYOR
DANNEL P. MALLOY
DIRECTOR OF OPERATIONS
TIM CURTIN
Email: tcurtin@ci.stamford.ct.us



ENGINEERING BUREAU CHIEF/CITY ENGINEER
ANTONIO IADAROLA, P.E.
Email: aiadarola@ci.stamford.ct.us
ASSISTANT CITY ENGINEER
LOUIS CASOLO, JR., P.E.
Email: lcasolo@ci.stamford.ct.us
ASSISTANT CITY ENGINEER
EDWARD GENTILE, JR., P.E.
Email: egentile@ci.stamford.ct.us

OFFICE OF OPERATIONS ENGINEERING BUREAU

Tel: (203) 977-4180/Fax: (203) 977-4137
Government Center, 888 Washington Blvd., Stamford, CT 06901

To: Donna Loglisci, Town Clerk

From: Jeff Pardo, Construction Manager JP

Date: February 17, 2006

Re: Summer Street Parking Garage
CL&P Easement

Per the requirements of the CL&P easement for the above mentioned project, please find the following items to be recorded on the land records.

1. Electric Distribution Easement agreement between the City of Stamford and CL&P
2. Drawing EA-2, Easement Map File No. S5160D, dated 1/6/06.
3. Map Approval A4871-the CLP Summer Street, city of Stamford

Please provide this office with evidence of the recording. Thank you.

Cc: Antonio Iadarola, PE, City Engineer
Burt Rosenberg, Assistant Corporation Council

Reg: 179

INSTR # 2006003694
VOL 08445 PG 0221
RECORDED 02/17/2006 10:54:49 AM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK 237

"THE CITY THAT WORKS"

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, THE CITY OF STAMFORD hereinafter called Grantor, hereby grants to The Connecticut Light and Power Company, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the west side of Summer Street in the City/Town of Stamford, Connecticut, as more particularly described on a map entitled "Map Showing Easement Area to be Granted to The Connecticut Light & Power Company Across Land of The City of Stamford Summer Street, Stamford, Connecticut Scale 1"=20' Date 01/06/06 Easement Map File No.S5160D" CL&P Drawing No.ES-B17M2-4870 which map has been on or will be filed in the office of the town clerk of said City/Town of Stamford Connecticut.

The Grantor agrees, except with the written permission of the Grantee, that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises, and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) his hand(s) and seal(s) to be affixed this 4th day of February, 2006.

Signed, sealed and delivered in the presence of:

Burt Rowley
Witness

[Signature]
Witness

Witness

Witness

[Signature] (L.S.)
DANIEL R. GARDNER, Mayor

(L.S.)

ACKNOWLEDGMENTSTATE OF CONNECTICUTCOUNTY OF FAIRFIELDS.S. STAMFORD

On this 17th day of FEBRUARY, 2006 before me, the undersigned officer, personally appeared DANIEL P. MALLON, MAYOR OF THE CITY OF STAMFORD who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Burt Rosenberg
 Notary Public - Seal Required
 My Commission Expires
BURT ROSENBERG
COMMISSIONER OF THE SUPERIOR
COURT

STATE OF _____

COUNTY OF _____

S.S. _____

On this _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
 My Commission Expires _____

STATE OF _____

COUNTY OF _____

S.S. _____

On this _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
 My Commission Expires _____

BLOCK # 236 and 237

236
237

INSTR # 2012020470 VOL 10499 PG 317 RECD 08/10/2012 01:13:36 PM
DONNA H LOGGINS CITY & TOWN CLERK STAMFORD CT
BLOCK

ZONING BOARD CERTIFICATE

I, Thomas Mills, Chairman, Chairman of the ZONING BOARD of the CITY OF STAMFORD in compliance with Special Act No. 619 of the 1953 General Assembly, hereby certify that on July 30, 2012 continued to August 2, 2012, a Public Hearing was held by the ZONING BOARD on the application of:

APPL. 212-18 & 212-19 – TRINITY STAMFORD, LLC and THE CITY OF STAMFORD
URBAN REDEVELOPMENT COMMISSION

Requesting Special Exception Approval & Approval of Site Plans/Requested Uses related to the redevelopment of Urban Renewal Plan Reuse Parcels 19 & 19B (commonly referred to as Parcels P-II and P-IV) with two apartment buildings including a total of 417 dwelling units and approximately 10,838 square feet of ground floor retail space as well as an expansion of the Summer Street Parking Garage with 324 new structured parking spaces and associated site improvements. The building located on Parcel P-II will be approximately 182 feet tall and the building located on Parcel P-IV will be approximately 212 feet tall. The property is located in the CC-N zoning district (Central City District North) with an address of 100 Summer Street (P-II) and 0 Washington Boulevard (P-IV) and is further described as:

P-II Description (Parcel ID 004-4020)

All that parcel of land designated as Parcel P-II on Map 13832 on file in the Stamford Land Records, said parcel being generally bounded as follows:

NORTHERLY: 415.51 feet by land of Target Corporation and Summer Place, each in part;
EASTERLY: 329.78 feet by land of Tolari, LLC.; land of T R Hardy; Summer Place; and Summer Street, each in part;
SOUTHERLY: 455.92 feet by land of West Park-Stamford LLC; land of A & P Properties Inc.; land of Lawrence Goichman, et Al; land of the City of Stamford-URC; and land of Mary Aposporos, et Al, each in part; and
WESTERLY: 350.52 feet by land of City of Stamford-URC; land of 1033 Washington Boulevard Associates; and land of Ten Fifty-five Stamford Associates, each in part.

P-IV Description (Parcel ID 004-4022)

All that parcel of land designated as Parcel P-IV on Map 13832 on file in the Stamford Land Records, said parcel being generally bounded as follows:

NORTHERLY: 134.82 feet by land of 1033 Washington Boulevard Associates; and land of the City of Stamford-URC, each in part;
EASTERLY: 196.58 feet by land of City of Stamford-URC; and land of Mary Aposporos, et Al, each in part;
SOUTHERLY: 93.00 feet by West Park Place; and
WESTERLY: 173.16 feet by Washington Boulevard.

and that the following is a statement of its findings: UNANIMOUSLY APPROVED AS MODIFIED on August 7, 2012, by adoption of the following resolution:

WHEREAS, the Zoning Board has received applications for Special Exception and Site Plans/Requested Uses approval submitted by TRINITY STAMFORD LLC and THE CITY OF STAMFORD URBAN REDEVELOPMENT COMMISSION. Said applications relate to the redevelopment of Urban Renewal Plan Reuse Parcels 19 & 19B (commonly referred to as Parcels P-II and P-IV) with two apartment buildings including a total of 417 dwelling units including studio (29) one-bedroom (238), two-bedroom (145) and duplex "live/work" units (5) and approximately 10,838 square feet of ground floor retail space as well as an expansion of the Summer Street Parking Garage with 324 new structured parking spaces and associated site improvements; and

WHEREAS, the Zoning Board conducted a duly called public hearing on July 30, 2012 and August 2, 2012 and has considered the favorable comments of the Stamford Planning Board and comments from other interested City agencies, officials and the general public;

WHEREAS, said applications were accompanied by drawings and maps entitled: "Park Square West Stamford, Connecticut Phases II, IV and Garage Zoning Board Special Exception Application and Site and Architectural Plan Review" dated July 16, 2012 including: "PG-001, Index Sheet," "L-1.0, Overall Landscape and Amenities Plan," "PCZ-100, Zoning Location Survey," "C-100, Overall Site Plan," "C-100A, Site Plan," "C-101, Grading Plan," "C-102, Utility Plan," "C-103, Sediment and Erosion Control Plan," "C-104, Notes," "C-105, Details," "PA-101, Ground Floor Plan," "PA-102, Typical Floor Plan," "PA-103, Roof Level Plan," "PA-104, Selected Building Materials," "PA-201, Phase II North Elevation," "PA-202, Phase II South Elevation," "PA-203, Phase II East & West Bldg. Elevations," "PA-204, Phase IV Elevations," "PA-205, Phase IV Elevations," "PA-207, Phase II & IV North Elevation," "PA-208, Phase II & IV South Elevation," "PA-209, Garage Elevations," "PA-210, Garage Elevations," "PA-211, Street View from Washington Blvd. & West Park Place," "PA-212, Street View from Summer Street," "PA-213, Lobby View-Phase II," "PA-214, Lobby View-Phase IV," "PA-215, Streetscape View-Phase II," "PA-216, Streetscape View-Phase IV," "PA-217, Site & Context," "PA-218, Washington Blvd View," "PA-219, Washington Blvd View," "PA-301, Building Sections," "PA-302, Building Sections," "PA-401, Wall Sections," "PA-402, Wall Sections," "PA-403, Wall Sections," "PA-404, Wall Sections" and "L-1.1, Streetscape Details" (submitted under separate cover) as well as such related materials, reports and exhibits constituting the application file, as may be amended to be consistent with representations made during the public hearing on July 30, 2012 and August 2, 2012 and conditions contained herein. Together all of these documents are referred to hereinafter as the Building and Site Plans; and,

WHEREAS, Special Exceptions (Appl. 212-18) are hereby granted, as shown on the Building and Site Plans to permit the following site development:

- a) Pursuant to Section 7.5-C, to permit the construction of more than ten (10) residential units within the CC-N zoning district (Review of Large Scale Development);

- b) Pursuant to Appendix B, Footnote 4, to permit a minimum of 400 square feet of land area per family;
- c) Pursuant to Section 7-S-3, to permit the conversion of approximately 135,000 square feet of unused commercial floor area to 135 additional residential dwelling units;
- d) Pursuant to Appendix B, Footnote 7, to reduce the minimum yard setbacks and increase allowable coverage, to the extent necessary;
- e) Pursuant to Section 7.4-C-4-d, to permit a Fee-in-Lieu Payment of \$4,673,118;
- f) Pursuant to Section 7-Q, to permit a reduction in the amount of open space; and
- g) Pursuant to Section 12-D-c, to permit parking at a rate of not less than 1 space per dwelling unit.

WHEREAS, the Zoning Board makes the following special findings:

- The Special Exception Application and the Application for Approval of Site Plans/Requested Uses, as herein modified, conform to the standards, goals, purposes and specific objectives of the CC-N and ARD Regulations as well as Sections 7.2 and 19.3 of the Stamford Zoning Regulations;
- The site is located in close proximity to the Mill River Park and Columbus Park which will provide ample open space for the residents to enjoy;
- The development conforms to the standards, goals and objectives of the Master Plan and directly supports achieving one of the primary goals therein: *Create a vibrant, seven-days-a-week, pedestrian friendly Downtown*; and
- The Building and Site Plans provide for thoughtful in-fill development on parcels designated for redevelopment within the Urban Renewal Plan for the Southeast Quadrant (Extended) Urban Renewal Project which have been underutilized in the center of the downtown for decades.

NOW THEREFORE BE IT RESOLVED that the Zoning Board approves Application 212-18 requesting Special Exception approval and Application 212-19 requesting approval of Site Plans/Requested Uses, subject to the following conditions:

1. Prior to issuance of a Building Permit, Phase II and Phase IV shall be consolidated into a single parcel.
2. All work shall substantially conform to the above referenced Building and Site Plans unless otherwise approved by the Zoning Board or Zoning Board staff, as appropriate. The Applicants shall incorporate the modification to the Phase IV ground floor plan entitled "A-101, Floor Plans" dated August 2, 2012 and presented at the Zoning Board hearing on August 2, 2012. This

modification has the effect of increasing the sidewalk width at the intersection of Washington Boulevard and West Park Place and shall be subject to final approval by the Zoning Board staff.

3. Access to the Expansion of the Public Parking Garage is provided through the access ramps of the existing Summer Street Parking Garage controlled by the City of Stamford. Prior to the issuance of a Certificate of Occupancy for the garage expansion, the Applicants shall provide to the Zoning Board evidence that the Department of Legal Affairs has approved all legal documentation required (i.e. easements, leases, etc.) for the necessary traffic circulation.

4. Prior to issuance of a Building Permit, the Applicants shall submit final specifications of exterior architectural designs, specifications, material samples, and colors, including but not limited to the building façade, storefront design, awnings, signage and lighting, subject to final approval by Zoning Board staff, to ensure consistency with the Building and Site Plans, architectural elevations, illustrative renderings, model, materials samples and representations made at the public hearing, all constituting the record of the application. Further, the Applicant shall attempt to secure approval of the owner of Summer Place to improve the transition of grades between Summer Place and the north boundary of Phase II.

5. Prior to issuance of a Building Permit for each residential building, the Applicants shall submit final design of retail facades, including signage and lighting, which shall satisfy the design criteria and standards of the ARD overlay district and the standards of the "Ground Floor Retail" amenity, Section 7-S-14, subject to review and approval by Zoning Board staff.

6. Prior to issuance of a Certificate of Occupancy for the Private Parking Garage, the Applicants shall submit a Traffic Operations Plan, subject to final approval by the Stamford Director of Operations, including full details of the control of onsite vehicle movements, traffic and access equipment, and drop-off and loading operations. Said plan shall include detail related to vehicular access to the properties directly south of Phase II with frontage on West Park Place. Furthermore, prior to issuance of a Certificate of Occupancy, the Applicants shall submit a final Parking Management Plan, subject to approval by Zoning Board staff.

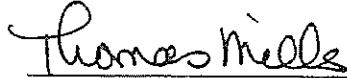
7. A fee in lieu payment in the amount of \$4,673,118, in satisfaction of the Below Market Rate (BMR) unit requirement is authorized. The Zoning Board recognizes that Charter Oak Communities (COC) has a two-year option to purchase the Phase III parcel from the Applicant for \$1.00 and that conveyance of the Phase III parcel in this manner would satisfy a portion (equal to the actual money paid by the Applicant to purchase the Phase III property) of the Applicant's BMR requirement. The Zoning Board further understands that the remaining BMR contribution may be provided to the COC, or an alternate non-profit approved by the Zoning Board, as a fee-in-lieu payment. The Zoning Board shall determine the appropriate recipient of this payment and if such payment(s) shall be made in installments upon the issuance of Certificates of Occupancy, on a pro rata basis equal to the proportion of Certificates of Occupancy for dwelling units issued. Provided, however, the Zoning Board reserves the right to administratively modify the pro rata payments if the Applicant presents to the Zoning Board reasons to the satisfaction of the Zoning Board. It is contemplated that during the course of constructing the Phase II building, the Applicant will meet with the Zoning Board and present options for the use of the fee in lieu funds.

8. Prior to issuance of a Certificate of Occupancy, the Applicants shall submit a final trash management plan, subject to approval of Zoning Board staff.
9. A Street Opening Permit shall be required for any and all work within any City of Stamford street right of way.
10. Prior to issuance of a Building Permit, the Applicants shall submit a comprehensive site plan showing proposed grading, underground utility connections (onsite and off-site), sanitary sewer connections and proposed storm water management systems, subject to approval by the Engineering Bureau.
11. No significant ground-mounted mechanical equipment, in addition to that depicted on the approved site plans, shall be installed within the view of any public street without prior approval of Zoning Board staff. The Applicants shall coordinate with Connecticut Light & Power and make best efforts to appropriately screen and buffer transformers and switch gear equipment to minimize visual impact on pedestrian walkways, subject to approval of Zoning Board staff.
12. Prior to issuance of a Building Permit, the Applicants shall submit a Construction Staging and Management Plan to ensure safe, adequate and convenient vehicular traffic circulation and operations, pedestrian circulation, maintenance of on-street parking, and protection of environmental quality through mitigation of noise, dust, fumes and debris, subject to final approval by the Director of Operations and the Land Use Bureau Chief, or his designee. Such Construction Staging and Management Plan shall address, but not be limited to, access to the rear of properties with frontage on West Park Place, reasonable restrictions on times when deliveries can be made to the job site, measures to control dust, staging areas for materials and construction debris and/or litter from the job site, employee parking and designation of the contact person responsible for enforcement of the Management Plan.
13. Prior to issuance of a Certificate of Occupancy, the Applicants shall execute and deliver a sidewalk easement in favor of the City of Stamford to include all portions of proposed public walkways located on private property, subject to approval of the Director of Legal Affairs.
14. The Applicants shall have one (1) year from the effective date of this approval within which to secure a Building Permit for the Phase II building and two (2) years within which to secure a Building Permit for the Phase IV building and the garage expansion, subject to Zoning Board approval of three extensions to each deadline, each not more than one year, upon timely application and good cause shown.
15. Prior to issuance of a Certificate of Occupancy for each structure, the Applicants shall submit final lighting plans, subject to approval of the Zoning Board staff. Lighting within the Private Garage Extension shall be substantially the same as in the existing Summer Street Parking Garage.
16. Prior to issuance of a Building Permit, the Applicants shall submit final streetscape specifications for Summer Street, Winthrop Place, West Park Place and Washington Boulevard,

as applicable, including the design and location of planters, walls, ramps, steps, railings, trash receptacles, benches, utility vaults, signal controllers and related equipment within the pedestrian zone, subject to approval by Zoning Board staff. Streetscape fixtures, materials and designs shall be generally consistent with adopted "railtrail" standards.

Effective date of this decision, August 9, 2012.

THOMAS MILLS, CHAIRMAN

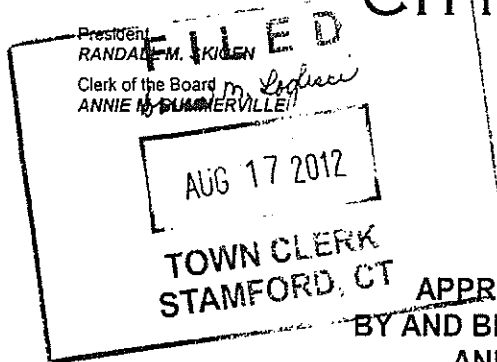


ZONING BOARD OF THE CITY OF STAMFORD

Dated at the City of Stamford, Conn., this 10th day of August 2012.



28TH BOARD OF REPRESENTATIVES
CITY OF STAMFORD



236, 237

Majority Leader
ELAINE MITCHELL

Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3499
APPROVING A LEASE AGREEMENT
BY AND BETWEEN THE CITY OF STAMFORD
AND TRINITY STAMFORD, LLC
FOR PART OF THE PREMISES KNOWN AS
THE SUMMER STREET PARKING GARAGE, STAMFORD, CONNECTICUT

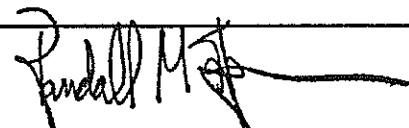
NOW THEREFORE BE IT RESOLVED BY THE 28TH BOARD OF
REPRESENTATIVES THAT:

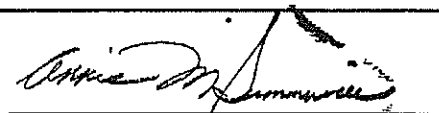
Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease agreement ("Lease") between the City of Stamford ("Landlord") and Trinity Stamford, LLC ("Tenant") for a portion of the premises commonly known as the Summer Street Parking Garage, Stamford, Connecticut, consisting of a maximum of ninety-three (93) parking spaces, in accordance with the terms and conditions set forth in the Lease, which is incorporated herein by reference, for a term of 99 years, commencing upon the issuance of the Phase IV Certificate of Occupancy, is hereby approved; and

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

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

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 28th Board of Representatives held on Monday, August 6, 2012.


Randall M. Skigen, President


Annie M. Summerville, Clerk

c: Mayor Michael Pavia
T. Jankowski, Director of Public Safety, Health & Welfare
Donna Loglisci, Town & City Clerk
Ernie Orgera, Director of Operations
Michael Handler, Director of Administration
Joseph Capalbo, Esq., Director of Legal Affairs

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BLOCK 236, 237

EXHIBIT 12

Ninety-Nine Year Lease

LEASE AGREEMENT
BY AND BETWEEN THE CITY OF STAMFORD AND
TRINITY STAMFORD, LLC

THIS LEASE, made on this ____ day of ____ 2012, by and between **THE CITY OF STAMFORD**, a Connecticut municipal corporation in the State of Connecticut and located at 888 Washington Boulevard, Stamford, CT 06901 (hereinafter referred to as the "Landlord"), acting by Michael Pavia, its Mayor, hereunto duly authorized, and **TRINITY STAMFORD GARAGE, LLC**, a Massachusetts limited liability company with a principal place of business at 40 Court Street, 8th Floor, Boston, Massachusetts 02108 (hereinafter referred to as the "Tenant") acting herein by Patrick A. T. Lee, the President of Trinity Stamford Inc., its Member, a Massachusetts Corporation, hereunto duly authorized.

WHEREAS, the Landlord is the owner of certain real property and parking lot commonly known as the Summer Street Parking Garage, Stamford, Connecticut 06901 (the "Premises"); and,

WHEREAS, Landlord, as City, and Tenant, as Successor Redeveloper, did enter into with other parties, on even date herewith, a certain First Amendment to the Contract for Sale of Land Reuse Parcels 19 and 19B, Park Square West LLC (the "Amended Agreement") whereby the parties hereto agreed to enter into this long term parking lease; and,

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WHEREAS, the Landlord and Tenant desire to enter a lease for a portion of the parking area on the Premises, as more particularly shown and described in Section 1 hereof and on **Exhibit "A"** (which parking areas shall be contiguous to the newly created Private Parking Garage) attached hereto and made a part hereof upon the terms and conditions hereinafter set forth and subject to the contingencies hereinafter defined and described;

NOW, THEREFORE, in return for a good and valuable consideration to each party in hand paid by the other, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained and contained in the Agreement, the parties agree as follows:

WITNESSETH

1. PREMISES

The Landlord hereby leases and demises to the Tenant the Demised Premises, for the terms and on the conditions hereinafter provided, and the Tenant hereby hires and takes from the Landlord, a maximum of ninety-three (93) parking spaces which are more particularly shown on **Exhibit "A"** attached hereto and made a part hereof (the "Demised Premises")

2. TERM OF LEASE

This Lease is for a term of ninety-nine (99) years commencing on issuance of the Phase IV Certificate of Occupancy (the "Commencement Date") and terminating on _____, 21__ ("Initial Term").

Provided that the Tenant is not then in default hereunder, Tenant shall have the option to renew this Lease for two (2) consecutive renewal terms, each of ninety-nine

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(99) year(s) duration ("Renewal Terms"), which Renewal Terms shall be upon terms and conditions identical to those herein contained. Each such option shall be exercised by the Tenant not less than six (6) months prior to the expiration of the Initial Term or the then existing Renewal Term, as appropriate, by written notice to the Landlord to such effect in accordance with the terms of this Lease. The Initial Term and each such exercised Renewal Term are hereinafter collectively referred to as the "Term".

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

3. RENT

The total rent to be paid by the Tenant for the Term of this Lease shall be the sum of Four Thousand Four Hundred Sixty-Four DOLLARS (\$4,464.00) per month, beginning on the Commencement Date, and on the first day of each month thereafter, and shall be made payable to the order of the "City of Stamford" Attention: Permitting and Cashiering. The total rent shall be commensurate with the then monthly rate at the Commencement Date and to increase or decrease over the lease term commensurate with the increases or decreases that the City charges other Downtown Residential Discount parkers year-to-year. The total rent shall include the cost of electricity, security, repairs, replacements, maintenance and other costs of maintaining the Demised Premises and the Premises in good condition and repair in accordance with the terms of this Lease.

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4. USE

Tenant shall use the Demised Premises solely for the purpose of parking not more than ninety-three (93) vehicles at any given point in time during the Term of this Lease and for no other purpose(s) whatsoever. Tenant will not use, occupy or permit the use of the Demised Premises or any part thereof to be used or occupied for any unlawful or illegal use, business or purpose, nor in such as manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state or local laws, rules, regulations, codes, orders, ordinances, statutes, charter, policies, procedures or any other law applicable to the use of the Demised Premises.

5. ACCESS TO THE PREMISES AND DEMISED PREMISES

The Landlord shall be permitted to enter onto the Demised Premises for such purpose(s) as the Landlord may consider necessary or desirable.

7. END OF TERM

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

8. QUIET ENJOYMENT

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

9. ASSIGNMENT AND SUBLETTING

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Tenant shall not be permitted to assign this Lease or sublet or assign the Demised Premises or any part thereof, or otherwise transfer, pledge or hypothecate any part of the Tenant's interest in the Demised Premises except to owners of Phase II and Phase IV Units without the prior written approval of the Landlord, which approval may not be unreasonably withheld; provided, however, the Tenant shall be allowed to collaterally assign the rights and obligations under this Lease to the bank or lender financing its purchase of the Property as described in the Amended Agreement and the Landlord agrees to reasonably cooperate with all requests from such bank or lender with respect to executing estoppels and other documents confirming the terms and standing of the parties under this Lease.

10. INDEMNIFICATION OF LANDLORD

Tenant covenants and agrees to indemnify and hold the Landlord and its officers, employees and agents harmless from and on account of any and all loss, damages, claim, liability or expense arising out of, or resulting from Tenant's use and occupancy of the Demised Premises and/or Tenant's negligence, gross negligence or willful misconduct resulting in claims or injury to either persons and/or property upon or about said Demised Premises during the Term hereof excepting therefrom such claims or injury to either persons and/or property resulting from the negligence, gross negligence or willful misconduct of the Landlord.

If either Landlord or Tenant receives notice of any such claim, then such party shall immediately notify the other party in writing of such claim, suit or other action. Tenant shall have the right and option in the first instance, through counsel of its own choosing and at its own expense, to deal with, defend, settle or compromise any such

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claim for which its indemnification is triggered by this Section 10, but if Tenant fails to appoint counsel to deal with, defend or settle or compromise any such claim within sixty (60) days after receiving notice thereof, Landlord may deal with, defend, settle or compromise any such claim through counsel of its own choosing. For the avoidance of doubt, however, the Tenant shall have no obligation to indemnify, hold harmless or defend the Landlord in the event of such claim, suit or other action which is the result of Landlord's negligence, gross negligence or willful misconduct resulting in claims or injury to either persons and/or property. In such event where Landlord takes control of the defense of such claim, action or suit, no settlement or compromise of any nature or any kind shall be made without sixty (60) days prior, written notice to the Tenant. Landlord shall cooperate with Tenant and the Tenant shall cooperate with the Landlord in the defense of any such claim, suit or action at the Tenant's sole cost and expense except in the event the claim is a result of the Landlord's negligence, gross negligence or willful misconduct resulting in claims or injury to either persons and/or property in which case the defense shall be at the sole cost and expense of the Landlord.

11. LANDLORD'S LIABILITY

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

12. DAMAGE TO PREMISES

Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause, Landlord and Tenant agree to cooperate with their respective

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insurance carriers in an effort to rebuild the damaged portion of the Demised Premises as expeditiously as possible.

In the event that Landlord, in its sole discretion, determines that it shall discontinue the use of the Premises as a Garage, Landlord may terminate this Lease upon sixty (60) days notice to Tenant, at no cost or liability to Landlord or Tenant; provided, however, the Landlord shall be obligated to provide the Tenant with a substantially similar parking arrangement within the same proximity to the Phase II and Phase IV real property and improvements that Tenant (which property is contiguous to the parking garage, the "Contiguous Tenant Property")) in order that the Contiguous Tenant Property is not in violation any local, state or federal laws, rules, regulations and ordinances including without limitation the planning and zoning laws, rules, regulations and ordinances of the City of Stamford.

13. AUTOMOBILES AND PERSONAL PROPERTY

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

14. INSURANCE

Tenant shall, at its sole cost and expense, provide or cause any condominium or owner's association to provide and during the entire term of this Lease, maintain in full force and effect for the benefit and protection of itself, the City of Stamford, and their

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1 respective employees, officers and agents, policies providing the below-listed
2 coverages. All insurance policies herein required to be procured and maintained by
3 Tenant:

4 A. Shall be issued by good and solvent insurance companies licensed
5 to do business in the State of Connecticut.

6 B. Shall be written as primary policy coverage and not contributing
7 with or in excess of any coverage, which the City of Stamford and the Tenant
8 may carry.

9 C. With the exception of workers' compensation and the all risk
10 property policy, shall insure and name the City of Stamford, and its employees,
11 officers, and agents as "Additional Insureds".

12 D. All insurance policies required under this Agreement shall contain
13 waivers of subrogation in favor of the City of Stamford, and its employees, agents, and
14 officers.

15 E. Neither the issuance of any insurance policy required hereunder,
16 nor the minimum limits specified herein with respect to Tenant's insurance coverage
17 should be deemed to limit or restrict in any way Tenant's liability arising under or out of
18 this Agreement. The Tenant shall provide the Risk Manager of the City of Stamford with
19 a Certificate of Insurance (or other insurance form approved by The City) prior to the
20 execution of this Lease evidencing that the Tenant's required insurance policies are in
21 full force and effect. Each and every insurance policy required to be carried hereunder
22 by or on behalf of Tenant shall provide (and any certificate evidencing the existing of

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each insurance policy shall certify) that the City of Stamford shall first have been given thirty (30) days' prior written notice thereof:

- Such insurance policy shall not be canceled and shall continue in full force and effect.

- No material change may be made in such insurance policy.

F. The required insurance coverage and the Minimum Limits of Liability are:

1. Workers' Compensation and Employer's Liability - Workers' Compensation, which complies with all statutes and regulations in the State of Connecticut, and Employer's Liability insurance containing limits of liability of not less than \$500,000 for each accident, disease policy limit and disease each employee.

2. Broad Form Comprehensive General Liability or Commercial General Liability having a Ten Million Dollar (\$10,000,000) Combined Single Limit Coverage (underwritten on an each occurrence basis) to include: Premises, Garage and Operations Liability, Products Liability and Completed Operations, which shall be maintained for a period not less than three years following termination of this Lease, Contractual Liability, Personal Injury (including libel, slander, defamation of character, etc.), broad form property damage coverage, broad form contractual liability, and Personal Injury and Advertising liability.

3. Comprehensive automobile liability insurance having a limit of liability of \$1,000,000, which insures owned, non-owned and hired vehicles.

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4. All risk property insurance covering the Tenant's equipment, and other materials, and property used by the Tenant pursuant to the services to be rendered under this Agreement.

5. A fire and extended coverage insurance policy, including theft, vandalism and damage to or destruction of the Premises. Said policy shall provide that property loss settlement be on a replacement cost basis.

All insurance limits as hereinabove provided shall be subject to reasonable review and possible upward adjustment by Landlord Risk Manager at five year intervals of the Term of this Lease. Said policy shall be in reasonable amounts and in insurance industry acceptable form.

If any insurance required herein is to be issued or renewed on a "claims made" form as opposed to an "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months.

The insurance requirements of this Lease are an integral element of the Lease. Any defect in the insurance required in this Lease may result in termination of this Lease, at the sole option of Landlord.

The insurance requirements set forth in this paragraph must be approved by the Risk Manager of Landlord of Stamford. The Tenant shall endeavor to provide, all certificates of insurance shall contain the following clause:

"Thirty (30) days written notice of cancellation or changes shall be given to Landlord of Stamford, attention Risk Manager, Stamford Government Center, 888 Washington

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Boulevard, P. O. Box 10152, Stamford, CT 06904-2152 before any cancellation or reduction in coverage of this policy shall be effective".

15. MAINTENANCE

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

16. DEFAULT BY TENANT

In the event of the failure of the Tenant to comply with any of the terms, covenants or conditions of this Lease for a period of thirty (30) days after written notice by the Landlord, except such defaults that cannot be cured within thirty (30) days, if the Tenant has not commenced the cure within thirty (30) days and diligently resolved the default to completion, the Landlord may, in its sole discretion and option, terminate this Lease upon a specific date not less than twenty (20) days after the date of the serving or such notice.

17. DEFAULT BY LANDLORD

If default shall be made by Landlord in the performance of the conditions or covenants of this Lease, Tenant may, at its election and after thirty (30) days prior written notice, perform such covenants or agreement for or on behalf of the Landlord, or the Tenant may, at its option, terminate this Lease upon a specific date not less than twenty (20) days after the date of the serving of such notice. All payments made and expenses incurred in connection with any exercise of such right by Tenant shall be Tenant's sole responsibility, provided, however, Tenant shall be reimbursed by Landlord for such reasonable expenses incurred by Tenant.

18. ENTIRE AGREEMENT

DRAFT

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

19. GOVERNING LAW

This Lease is made under, and shall be construed in accordance with, the laws of the State of Connecticut. Tenant and Landlord shall comply with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, statutes, charters, policies and procedures.

20. SUCCESSORS AND ASSIGNS

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

21. APPROVAL OF CITY BOARDS

This Lease Agreement shall be contingent upon the approval of the Planning Board, the Board of Finance and the Board of Representatives pursuant to Section 9-7.C. of the City of Stamford Code of Ordinances.

TENANT AND LANDLORD ACKNOWLEDGE THAT THIS TRANSACTION IS A COMMERCIAL TRANSACTION.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

LANDLORD
City of Stamford

By: _____
Michael A. Pavia
Mayor

TENANT
Trinity Stamford Garage, LLC

By: _____

DRAFT

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

On this ____ day of _____, 2012, before me, the undersigned officer, personally appeared, Michael A. Pavia, as Mayor of the City of Stamford, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized, executed the same for the purposes therein contained on behalf of the City of Stamford .

IN WITNESS WHEREOF I hereunto set my hand.

Notary Public

My Commission Expires: _____

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this ____ day of _____, 2012, before me, the undersigned officer, personally appeared, Patrick A. T. Lee, as a Member of Trinity Stamford LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized, executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand.

Notary Public

My Commission Expires: _____



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-3020

March 14, 2013

Mr. David G. Sullivan, P.E.
Milone & MacBroom, Inc.
99 Realty Drive
Cheshire, CT 06410

Dear Mr. Sullivan:

Subject: City of Stamford
Previously Issued: Certificate No. 1644-A
Current Proposal: Park Square West Redevelopment
Street Address: Summer Street
Current Owner: City of Stamford
Administrative Decision No. 145

OSTA #135-1301-02

RECEIVED
MAR 18 2013

MILONE AND MACBROOM

A review of your January 16, 2013 request for an Administrative Decision regarding the Park Square West redevelopment not previously considered under Certificate No. 1644-A has been completed.

It was determined that the proposed redevelopment of Phases 2, 3, and 4 will not substantially affect state highway traffic operations in the area. The redevelopment will reduce the residential and retail square footage and the number of parking spaces considered under Certificate No. 1644-A, but will increase the number of units by 2. In addition Phase 3, which was previously approved under Certificate No. 1644-A, will no longer be constructed under the proposed redevelopment plan. Mr. Mani S. Poola, the Local Traffic Authority for the City of Stamford, concurred with these findings on February 7, 2013. Consequently, on March 11, 2013 an Administrative Decision was rendered that formal action by the Office of the State Traffic Administration under Section 14-311 of the General Statutes of Connecticut regarding the proposed redevelopment is not required. The decision was based, in part, on the enclosed plan prepared Redniss & Mead entitled "Overall Site Plan, Park Square West Garage, Stamford, CT, Trinity Stamford, LLC," Sheet C-100, dated September 28, 2012, last revised February 13, 2013.

The decision shall not be effective until a copy of this letter has been filed on the municipal land records, in accordance with the enclosed procedures, and this office has received a copy of the recorded letter. Upon filing of the letter, this office would have no objection to the issuance of any building or foundation permits associated with the redevelopment.

Subsequent to the redevelopment, Park Square West (Phases 1, 2, and 4) will consist of 681,478 square feet (559 units) of residential land use and 22,069 square feet of retail land use for a total overall development of 703,547 square feet with 1,062 parking spaces. Any future expansion or proposed land use changes shall only be allowed subject to review by this office and, if necessary, formal Office of the State Traffic Administration action.

Sincerely,

David A. Sawicki
Executive Director
Office of the State Traffic Administration

Enclosures

Copy to: Mr. Mani S. Poola – mpoola@ci.stamford.ct.us – plan attached
Mr. Robert DeMarco – rdemarco@ci.stamford.ct.us – plan attached
Mr. Frank Edwards – edwardsf@trinityfinancial.com – plan attached
Ms. Rachel Goldberg – urc@ct.stamford.ct.us – plan attached

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837

Block 237



11:24:33 AM

Block 237

Record and Return to:
Sandak Hennessey & Greco LLP
Attention: Patrick J. Hanna
707 Summer Street
Stamford, CT 06901



INSTR # 2013010912
VOL 10743 PG 3
RECORDED 05/13/2013 03:12:28 PM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK 237

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

THIS FIRST AMENDMENT TO CONSTRUCTION COORDINATION AND ACCESS EASEMENT AGREEMENT (the "**Amendment**") is made as of the 3rd day of May, 2013 by and among The CITY OF STAMFORD, a municipal corporation having its office at 888 Washington Boulevard, Stamford, Connecticut (the "**City**") and the CITY OF STAMFORD CONNECTICUT URBAN REDEVELOPMENT COMMISSION, a public body corporate established pursuant to ordinances of the Board of Representatives of the City of Stamford under the Charter of the City of Stamford and the General Statutes of the State of Connecticut and having its office at 888 Washington Boulevard, Stamford, Connecticut (the "**URC**"), TRINITY STAMFORD LLC, a Massachusetts limited liability company having its office at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 ("**Trinity**"), and TARGET CORPORATION, a Minnesota corporation having its office at 1000 Nicollet Mall, Minneapolis, Minnesota 55403 ("**Target**").

RECITALS

WHEREAS, the City, the URC, Target and Park Square West LLC (the predecessor-in-interest to Trinity) (the "**Predecessor Redeveloper**") are parties to that certain Construction Coordination and Access Agreement dated as of June 3, 2002 and recorded on March 13, 2003 in the Stamford Land Records in Volume 06730, Page 72 pursuant to which the parties agreed to coordinate and cooperate with respect to the construction of improvements as more particularly described therein (the "**Agreement**").

WHEREAS, the City, the URC and the Predecessor Redeveloper are parties to that certain land disposition agreement entitled "Contract for Sale of Land for Private Redevelopment Reuse Parcel 16A, 16B, 19 and 19B," dated March 31, 1998 ("**Original LDA**"), as amended by that certain Amended Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B, dated July 14, 2006 ("**First Amendment to LDA**"), and as further amended by that certain Second Amendment to Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B by and among the City, URC and Trinity ("**Second Amendment to LDA**") dated as of December 21, 2012 (collectively, as so amended, the "**Land Disposition Agreement**").

WHEREAS, in connection with the Second Amendment to LDA, Trinity has assumed the Predecessor Redeveloper's rights under the Land Disposition Agreement.

(b) Section 14 of the Agreement is hereby amended by:

(i) deleting clause (a) in its entirety and replacing it with the following: “(a) the Washington Boulevard Easement Road”; and

(ii) deleting the following clause in its entirety: “but that at such time as said Road is closed or unavailable during construction periods as provided for herein, the Temporary Southern Road shall be open and available to the public unless it too is closed or unavailable on a temporary basis as provided for herein.”

(c) Section 17 of the Agreement is hereby amended by deleting the following clause in its entirety from the second sentence thereof: “and the Temporary Southern Road is not a viable alternative access road for such equipment.”

3. Washington Boulevard Easement Road Closure. Notwithstanding Sections 10 and 12 of the Agreement, each of the parties hereby agrees and consents, subject to Trinity’s compliance with the provisions of the Agreement (as amended hereby), to the closure of the Washington Boulevard Easement Road in connection with the Trinity Redevelopment, provided that (a) such closure shall only be for the period of March 1, 2014 through May 31, 2015, and (b) the Washington Boulevard Easement Road shall be reconstructed and improved in accordance with the requirements of the Agreement, at Trinity’s cost and expense, for use as a permanent roadway and fully open and available for use by the general public no later than June 1, 2015. Trinity shall not have the right to make changes to the location, design or specifications of the Washington Boulevard Easement Road without the approval of the City, URC and Target.

4. Summer Place and Construction Equipment. Notwithstanding the first sentence of Section 17 of the Agreement, to the extent that any party has any rights in Summer Place, such party consents to Trinity’s use of Summer Place for the ingress and egress of construction equipment and vehicles during the construction of the improvements on the Phase Two Unit, Phase Two Garage Unit and Phase Four Garage Unit in connection with the Trinity Redevelopment, provided that (a) generally accepted construction practices would require such access, and (b) Trinity complies with Section 16 and the other requirements of Section 17 of the Agreement.

5. Construction Logistics. During Trinity’s construction of improvements on the Phase Two Unit, the Phase Two Garage Unit and the Phase Four Garage Unit in connection with the Trinity Redevelopment:

(a) Trinity’s truck deliveries to such Phase Two Unit, Phase Two Garage Unit and Phase Four Garage Unit shall be via the routes shown as “Park Square Truck Deliveries” on the plan attached hereto as Exhibit B (the “Logistics Plan”).

(b) Trinity shall, at Trinity’s cost and expense, install and maintain, or cause to be installed and maintained, during the periods of any closure of the Washington Boulevard Easement Road, the temporary signage in the locations shown on the Logistics Plan. Target shall have the right to approval all such temporary signage.

6. Additional Amendments. The Agreement is hereby further amended as follows:

(a) Section 1(A) of the Agreement is hereby amended by deleting the last two sentences thereof in their entirety.

(b) Section 25 of the Agreement is hereby amended by deleting the notice addresses for the Redeveloper and Target and replacing them as follows:

“If to Redeveloper: Trinity Stamford LLC
75 Federal Street, 4th Floor
Boston, MA 02109
Attention: Patrick A.T. Lee

With a copy to: Wilmer Hale LLP
60 State Street
Boston, MA 02109
Attention: Katharine E. Bachman, Esq.

If to Target: Target Corporation
Target Property Development
1000 Nicollet Mall, 12H
Minneapolis, MN 55403
Attn: Real Estate Portfolio Management (T-1544)”

7. Miscellaneous.

(a) Each party represents that said party has not dealt with any broker in connection with the consummation of this Amendment. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any loss, cost or expense (including reasonable attorneys’ fees) incurred as a result of its breach of the foregoing representation.

(b) In the event that any provision of this Amendment is inconsistent with the Agreement, this Amendment shall control.

(c) Except as amended hereby, the Agreement shall remain unmodified and in full force and effect.

(d) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

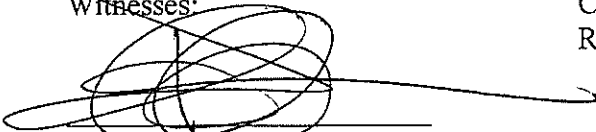
[End of Text on Page. Signature Page Follows]

dms.us.52004255.04

[Signatures Continued from Following Page]

URC:

Witnesses:



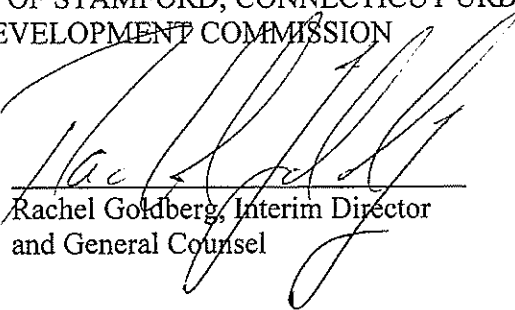
Name: Dana B Lee



Name: Leslie Stroh

CITY OF STAMFORD, CONNECTICUT URBAN
REDEVELOPMENT COMMISSION

By:



Rachel Goldberg, Interim Director
and General Counsel

STATE OF CONNECTICUT }

} ss: Stamford

Date: 5/9/2013

COUNTY OF FAIRFIELD }

Personally appeared Rachel Goldberg, Interim Director and General Counsel of the City of Stamford, Connecticut Urban Redevelopment Commission, 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 corporation before me.



Commissioner of the Superior Court
or Notary Public

LESLIE S. STROH
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2015

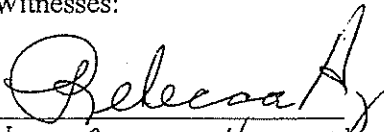
[Signatures Continued on Following Page]

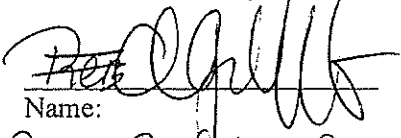
S-2

[Signatures Continued from Following Page]

TRINITY:

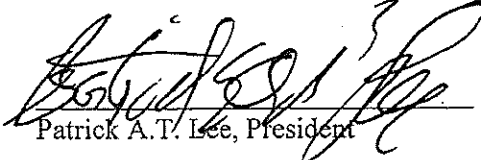
Witnesses:


Name: Rebecca Hemerway


Name: Abby Goldenfaro

TRINITY STAMFORD LLC, a Massachusetts limited liability company

By: Trinity Stamford, Inc., a Massachusetts corporation, Member

By: 
Patrick A.T. Lee, President

STATE OF MASSACHUSETTS }

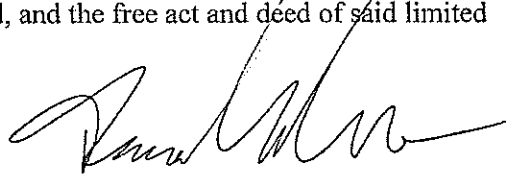
} ss: SUPFOLK Date: 5/2/2013

COUNTY OF SUPFOLK }

Personally appeared Patrick A.T. Lee, the President of Trinity Stamford Inc., which is the Member of Trinity Stamford LLC, 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 limited liability company before me.



Terrence Murphy McNeil
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 12, 2013



Commissioner of the Superior Court
or Notary Public

CONSENT AND SUBORDINATION

The undersigned is the Mortgagee under that certain Third Open-End Mortgage Deed and Security Agreement dated as of May 3, 2013 and to be recorded on or about the date of the Amendment (defined below) (the "**Davis Mortgage**"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the foregoing First Amendment to Construction Coordination and Access Easement Agreement (the "**Amendment**") and (ii) subordinates the lien of the Davis Mortgage to the Amendment.

Witnesses:

LENDER:

[Signature]
Name: STEPHEN DAVIS, Esq.

DIV PSW MEZZ LOAN, LLC, a Massachusetts limited liability company

[Signature]
Name: QUENTIN A REYNOLDS

By: PSW Mezz Loan Manager Corp., a Massachusetts corporation

[Signature]
By: _____
Name: JONATHAN DAVIS
Title: PRESIDENT

STATE OF Massachusetts }

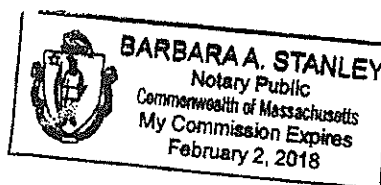
} ss: _____

Date: May 7, 2013

COUNTY OF Suffolk }

Personally appeared Jonathan C. Davis, the President of PSW Mezz Loan Manager Corp., the signer and sealer of the foregoing Instrument, and acknowledge the same to be his/her free act and deed, and the free act and deed of said _____ before me.

[Signature]
Commissioner of the Superior Court
or Notary Public



ActiveUS 108471156v.1

Witnesses:

Name:

Dana B. Lee

Name:

Leslie Stroh

CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION

By:

Rachel Goldberg, Interim Director
& General Counsel

STATE OF

Connecticut

}

ss:

Stamford

Date:

5/9/2013

COUNTY OF

Fairfield

}

Personally appeared Rachel Goldberg, the Interim Director and General Counsel of URC, the signer and sealer of the foregoing Instrument, and acknowledge the same to be his/her free act and deed, and the free act and deed of said URC before me.

Leslie Stroh
Commissioner of the Superior Court
or Notary Public **LESLIE S. STROH**

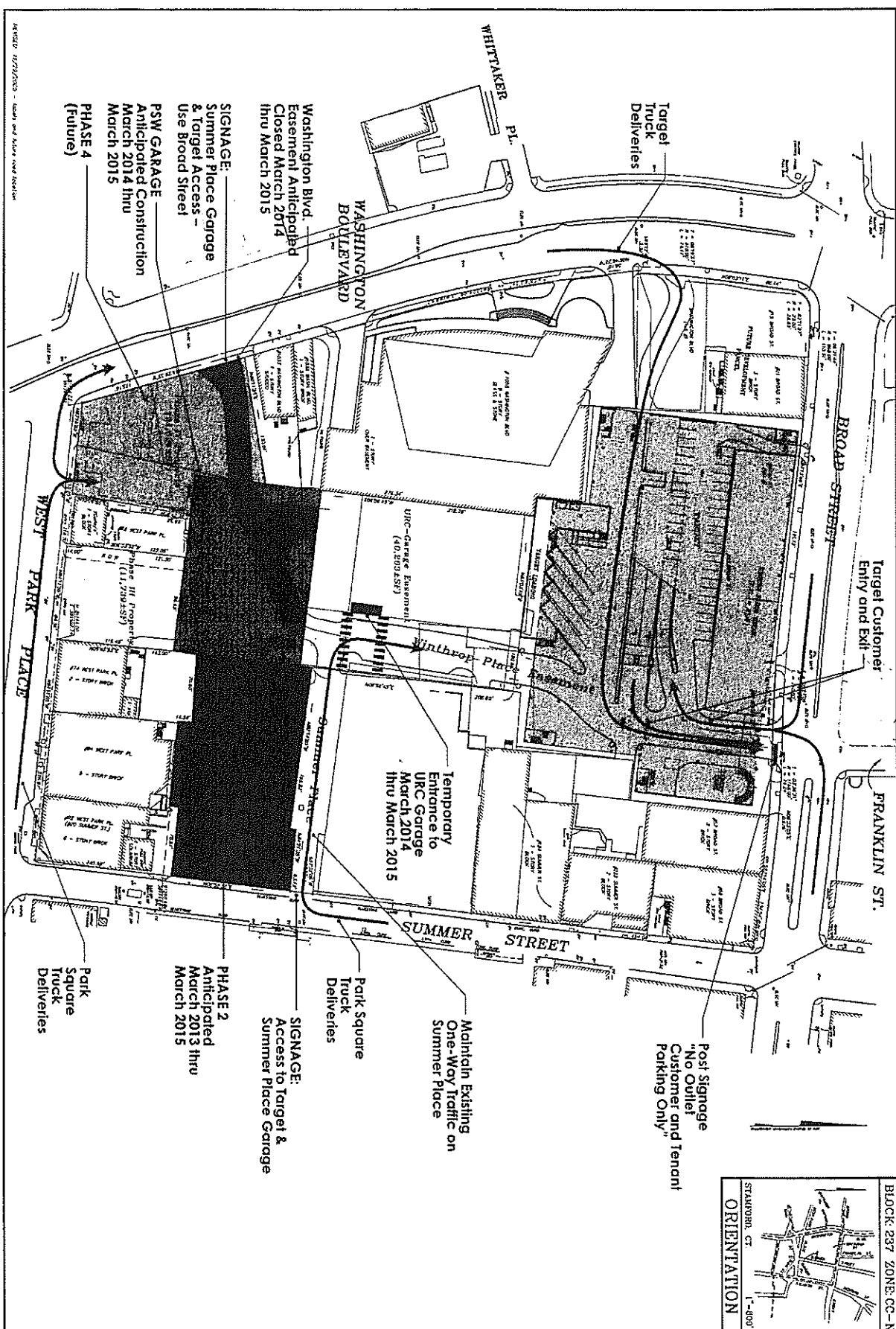
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2015

S-8

EXHIBIT B

“Logistics Plan”

[Immediately Follows]





INSTR # 2017000698
VOL 11659 PG 147
RECORDED 01/17/2017 10:29:05 AM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK 237

Record and Return to:
Carmody Torrance Sandak & Hennessey LLP
707 Summer Street, Third Floor
Stamford, CT 06901
Attention: Patrick J. Hanna

**SECOND AMENDMENT
TO
CONSTRUCTION COORDINATION
AND
ACCESS EASEMENT AGREEMENT**

THIS SECOND AMENDMENT TO CONSTRUCTION COORDINATION AND ACCESS EASEMENT AGREEMENT (the "**Second Amendment**") is made as of the 12th day of January, 2017 by and among The CITY OF STAMFORD, a municipal corporation having its office at 888 Washington Boulevard, Stamford, Connecticut (the "**City**") and the CITY OF STAMFORD CONNECTICUT URBAN REDEVELOPMENT COMMISSION, a public body corporate established pursuant to ordinances of the Board of Representatives of the City of Stamford under the Charter of the City of Stamford and the General Statutes of the State of Connecticut and having its office at 888 Washington Boulevard, Stamford, Connecticut (the "**URC**"), TRINITY STAMFORD LLC, a Massachusetts limited liability company having its office at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 ("**Trinity Stamford**"), TRINITY STAMFORD PHASE TWO LLC, a Delaware limited liability company having its office at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 ("**Trinity Stamford Phase Two**"), TRINITY STAMFORD GARAGE LLC, a Delaware limited liability company having its office at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 ("**Trinity Stamford Garage**"), STAMFORD PHASE FOUR JV LLC, a Delaware limited liability company having its office at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 ("**Stamford Phase Four**") and MILL RIVER MIXED USE CONDOMINIUM ASSOCIATION F/K/A TARGET STAMFORD RETAIL CONDOMINIUM ASSOCIATION, INC., a Connecticut corporation, having its office at 1000 Nicollet Mall TPN 12H, Minneapolis, Minnesota 55403, Attn: Target Properties, Real Estate Portfolio Management ("**Mill River Condo Association**").

RECITALS

WHEREAS, the City, the URC and, Target Corporation, predecessor-in-interest to the Mill River Condo Association and Park Square West LLC (the predecessor-in-interest to Trinity Stamford) (the "**Predecessor Redeveloper**") are parties to that certain Construction Coordination and Access Agreement dated as of June 3, 2002 and recorded on March 13, 2003 in the Stamford Land Records in Volume 06730, Page 72, as amended by that certain First Amendment to Construction Coordination and Access Easement Agreement (the "**First Amendment**") dated as of May 3, 2013 and recorded on May 13, 2013 in the Stamford Land Records in Volume 10743, Page 3, pursuant to which the parties agreed to coordinate and cooperate with respect to the construction of improvements as more particularly described therein (collectively, as so amended, the "**CCAEA**").

WHEREAS, the City, the URC and the Predecessor Redeveloper are parties to that certain land disposition agreement entitled "Contract for Sale of Land for Private Redevelopment Reuse Parcel 16A, 16B, 19 and 19B," dated March 31, 1998, as amended by that certain Amended Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B, dated July 14, 2006, and as further amended by that certain Second Amendment to Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B by and among the City, URC and Trinity Stamford dated as of December 21, 2012 (collectively, as so amended, the "**Land Disposition Agreement**").

WHEREAS, in connection with the Second Amendment to Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B, Trinity Stamford has assumed the Predecessor Redeveloper's rights under the Land Disposition Agreement.

WHEREAS, the Land Disposition Agreement, as the same has been amended, relates to certain land which is subject to that certain Declaration of Condominium of The Trinity Stamford PSW Condominium recorded on May 13, 2013 in the Stamford Land Records in Volume 10743, Page 36 (as may be amended from time to time, the "**Declaration**") and the Units are shown on the attached Property Survey prepared for the Declaration of Construction Coordination and Access Agreement Second Amendment Site Plan in **Exhibit C**.

WHEREAS, the City and URC have constructed the URC Garage and Target Corporation has constructed the Target Improvements, each as contemplated by the CCAEA.

WHEREAS, Trinity Stamford Phase Two has acquired the Phase III Property as identified in the CCAEA.

WHEREAS, Trinity Stamford Garage has acquired the Phase Two Garage Unit and Phase Four Garage Unit, as respectively identified in the CCAEA.

WHEREAS, the Target Parcel consists of four (4) condominium units in the condominium known as the Mill River Mixed Use Condominium, pursuant to that Declaration of Target Stamford Retail Condominium dated October 11, 2005, recorded in Volume 6730 at Page 72 and as Instrument No. 2005026465 with the City & Town Clerk, Stamford, Connecticut, as amended by First Amendment to the Declaration of Target Stamford Retail Condominium dated as of July 9, 2007 recorded in Volume 10743 at Page 3 with the City & Town Clerk, Stamford, Connecticut and Second Amendment to the Declaration of Target Stamford Retail Condominium dated April 5, 2016, 2016 recorded on April 22, 2016 in Volume 11463 at Page 284 with the City Clerk, Stamford, Connecticut (collectively, the "**Mill River Declaration**").

WHEREAS, pursuant to the Mill River Declaration, the Mill River Condo Association now controls, operates, and maintains the "Common Elements" of the Target Parcel, which includes all easement rights over roadways on the land which are part of or contiguous to the Common Elements of the Association.

WHEREAS, the improvements on the Phase III Property and the Phase II Property (collectively the "**Phase Two Improvements**") which included the widening of Summer Place to accommodate two-way traffic which will remain open during the Phase Four Redevelopment

(as defined below), are complete with the exception of the improvements on the Phase Four Unit and the Phase Three Unit.

WHEREAS, the Washington Boulevard Easement Road closure in connection with the Phase Two Improvements was reopened ahead of the schedule as required by Section 3 of the First Amendment.

WHEREAS, pursuant to the Land Disposition Agreement, as the same has been amended, Trinity caused Stamford Phase Four (Stamford Phase Four, collectively with Trinity Stamford, Trinity Stamford Phase Two and Trinity Stamford Garage, "**Trinity**"), to acquire the Phase Four Unit and construct improvements thereon as more particularly described in the Land Disposition Agreement (the "**Trinity Phase Four Redevelopment**").

WHEREAS, the Trinity Phase Four Redevelopment requires certain amendments to the CCAEA in order to facilitate the Trinity Phase Four Redevelopment.

WHEREAS, the City, URC, Mill River Condo Association, Trinity Stamford, Trinity Stamford Phase Two, Stamford Phase Four and Trinity Stamford Garage have agreed, in order to facilitate the Trinity Phase Four Redevelopment, to amend the CCAEA to, among other things, waive certain restrictions on road closures, all as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the CCAEA.

2. Washington Boulevard Easement Road Closure. Notwithstanding Sections 10 and 12 of the CCAEA or Section 3 of the First Amendment, each of the parties hereby agrees and consents, subject to Trinity's compliance with the provisions of the CCAEA (as amended hereby), to the closure of the Washington Boulevard Easement Road in connection with the Trinity Phase Four Redevelopment provided that (a) such closure shall only be for the period from January 2, 2016 through November 21, 2017 (subject to extension of up to six (6) months for force majeure), and (b) the Washington Boulevard Easement Road shall be reconstructed and improved in accordance with the requirements of the CCAEA, at Trinity's cost and expense, for use as a permanent roadway and will be fully open and available for use by the general public no later than November 22, 2017 (subject to extension of up to six (6) months for force majeure). Trinity shall not have the right to make changes to the location, design or specifications of the Washington Boulevard Easement Road without the approval of the City, Mill River Condo Association and URC.

3. Summer Place and Construction Equipment. Notwithstanding the first sentence of Section 17 of the Agreement or Section 4 of the First Amendment, to the extent that any party has any rights in Summer Place, such party consents to Trinity's use of Summer Place for the ingress and egress of construction equipment and vehicles during the Trinity Phase Four Redevelopment provided that (a) generally accepted construction practices would require such access, and (b) Trinity complies with all requirements under the CCAEA.

4. Construction Logistics. During the Trinity Phase Four Redevelopment:

(a) Trinity's truck deliveries to the Phase Four Unit shall be via the routes shown as "Park Square Truck Deliveries" on the plan attached hereto as Exhibit B (the "Logistics Plan").

(b) Trinity shall, at Trinity's cost and expense, install and maintain, or cause to be installed and maintained, during the periods of any closure of the Washington Boulevard Easement Road, the temporary signage in the locations shown on the Logistics Plan. Target Corporation shall have the right to approve all such temporary signage.

(c) Construction traffic in connection with the Trinity Phase Four Redevelopment on the Winthrop Place Easement road shall be limited to those times when the Washington Boulevard Easement Road is closed. Notwithstanding anything apparently to the contrary in the CCAEA or this Second Amendment, Trinity shall have no right to close or use for staging, storage or parking, any portion of the Winthrop Place Easement road and access thereto shall not be limited or impacted in any way as a result of or in connection with the Trinity Phase Four Redevelopment.

(d) Trinity shall have no right to close any portion of Summer Place and access thereto shall not be limited or impaired.

(e) During the Trinity Phase Four Redevelopment, Trinity shall fence-off the area on which any construction activities are being performed from the balance of the URC Parcel and/or Target Parcel, but shall leave all drive lanes and access points fully open and accessible, except as provided in this Second Amendment. Trinity shall maintain such fencing/screening at its sole cost during the entire period of construction until completion of such construction.

(f) Trinity shall maintain any demolished areas free of garbage, trash and weeds and shall, upon the written request of the City, URC or the Mill River Condo Association, place sod, hydroseed or other appropriate ground cover over such area to prevent erosion and blowing dust.

(g) Trinity may commence the construction of the Phase Four Unit in accordance with plans and a schedule in the Land Disposition Agreement or otherwise acceptable to the City and URC, provided that once construction activities have commenced, (i) all construction work shall be performed in a first-class and workmanlike manner and in accordance with governmental requirements, (ii) Trinity thereafter shall diligently proceed therewith to substantial completion, subject to force majeure, and (iii) all such construction shall be substantially completed by August 8, 2018 (subject to extension for force majeure); provided that if a lender (either before or after the exercise of foreclosure or other applicable remedies) is completing construction of the Trinity Units, then such date shall be August 8, 2020 (subject to extension for force majeure).

(h) Notwithstanding anything to the contrary in the CCAEA, in any event, no portion of the Target Parcel shall be used and access thereto shall not be impacted, impaired or closed (except as expressly provided in this Second Amendment) in

connection with the Trinity Phase Four Redevelopment, including, without limitation, for construction access, storage or staging, truck deliveries and/or parking.

5. Miscellaneous.

(a) Each party represents that said party has not dealt with any broker in connection with the consummation of this Second Amendment. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any loss, cost or expense (including reasonable attorneys' fees) incurred as a result of its breach of the foregoing representation.

(b) In the event that any provision of this Second Amendment is inconsistent with the CCAEA, this Second Amendment shall control.

(c) Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Second Amendment and that all required actions, consents and approvals therefor have been duly taken and obtained.

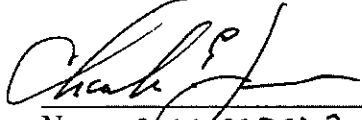
(d) Except as amended hereby, the CCAEA shall remain unmodified and in full force and effect.


(e) This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

[End of Text on Page. Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date first above written.

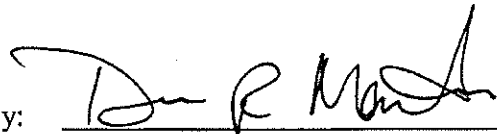
Witnesses:


Name: CHARLES E. JANSON


Name: Chris Dell-scha

CITY:

CITY OF STAMFORD

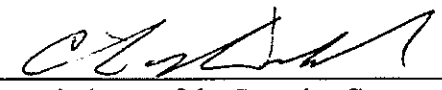
By: 
David R. Martin, Mayor

STATE OF CONNECTICUT }

} ss: Stamford

COUNTY OF FAIRFIELD }

Personally appeared David R. Martin, the Mayor of the City of Stamford a municipal corporation organized under the laws of the State of Connecticut 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 corporation before me on January 27, 2016.


Commissioner of the Superior Court
or Notary Public Chris Dell-scha 419179

[Signatures Continued on Following Page]

[Signatures Continued from Following Page]

URC:

Witnesses:

CITY OF STAMFORD, CONNECTICUT URBAN
REDEVELOPMENT COMMISSION

Name: CHARLES E. JANSON

By:

Dr. Tommie Jackson
Executive Director, Duly Authorized

Name: RACHEL GOLDBERG

STATE OF CONNECTICUT}

} ss: Stamford

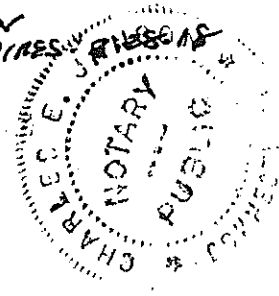
COUNTY OF FAIRFIELD}

Personally appeared Dr. Tommie Jackson, Executive Director of the City of Stamford, Connecticut Urban Redevelopment Commission, a redevelopment agency organized under the laws of the State of Connecticut and ordinances 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 corporation before me on January 22, 2016.

Charles E. Janson
Commissioner of the Superior Court
or Notary Public

CHARLES E. JANSON
MY COMMISSION EXPIRES 12/31/2018

[Signatures Continued on Following Page]



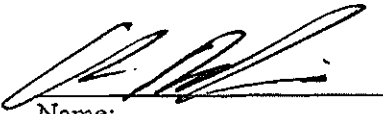
{W2630977;7}

S-2

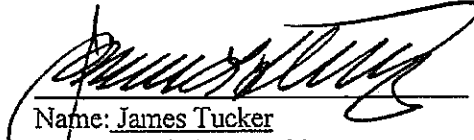
[Signatures Continued from Following Page]

MILL RIVER MIXED USE CONDOMINIUM
ASSOCIATION F/K/A STAMFORD RETAIL
CONDOMINIUM ASSOCIATION, INC., a
Connecticut non-profit corporation

Witnesses:


Name: _____


Aaron McGuire
Name: Katie Rivard
KATIE RIVARD

By: 
Name: James Tucker
Title: Association President

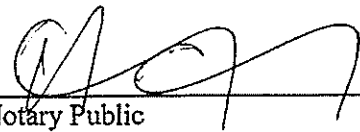
STATE OF MINNESOTA}

} ss

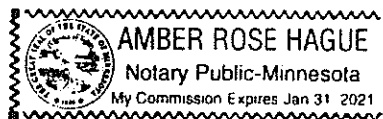
COUNTY OF HENNEPIN}

 Mill River Mixed Use Condominium
Association F/K/A Stamford Retail
Condominium Association, Inc.

On this 7th day of December, 2016, before me, a Notary Public within and for said County, personally appeared James Tucker to me personally known, being first by me duly sworn, did say that he is the Association President of ~~TARGET CORPORATION~~, a Connecticut non-profit corporation, and that said instrument was signed on behalf of said company by authority of its Board of Directors and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.


Notary Public

My commission expires: January 31, 2021




[Signatures Continued on Following Page]

[Signatures Continued from Following Page]

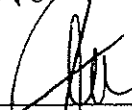
TRINITY STAMFORD:

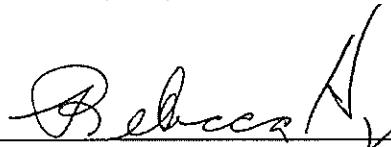
Witnesses:

TRINITY STAMFORD LLC, a Massachusetts limited liability company


Name: Nelson Andrade

By: Trinity Stamford, Inc., its Member


Name: Jill R. Hyde

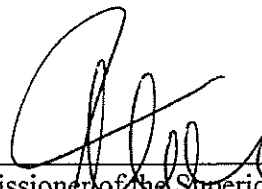
By: 
Rebecca Hemenway, Vice President

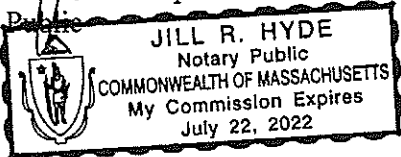
STATE OF MASSACHUSETTS}

} ss: Boston

COUNTY OF SUFFOLK}

On this November 7, 2016, personally appeared Rebecca Hemenway, the Vice President of Trinity Stamford Inc., which is the Member of Trinity Stamford LLC, signer and sealer of the foregoing Instrument, and acknowledge the same to be her free act and deed, and the free act and deed of said limited liability company before me.




Commissioner of the Superior Court
or Notary Public

JILL R. HYDE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 22, 2022


[Signatures Continued on Following Page]

[Signatures Continued from Following Page]

TRINITY STAMFORD PHASE TWO:

Witnesses:

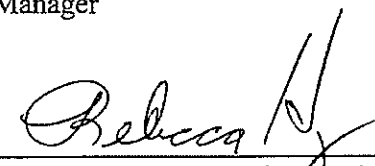

Name: Neliya Andrade


Name: Jill R. Hyde

TRINITY STAMFORD PHASE TWO LLC, a
Delaware limited liability company

By: Trinity Stamford Phase Two Member LLC, its
Member

By: Trinity Stamford Phase Two Manager, Inc.,
its Manager

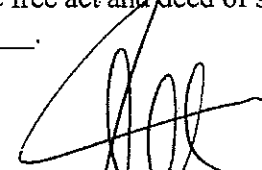
By: 
Rebecca Hemenway, Vice President

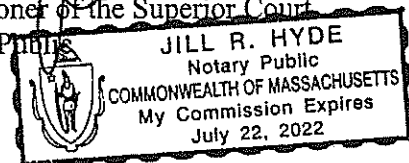
STATE OF MASSACHUSETTS}

} ss: Boston

COUNTY OF SUFFOLK}

Personally appeared Rebecca Hemenway, the Vice President of Trinity Stamford Phase Two Manager, Inc., which is the Manager of Trinity Stamford Phase Two Member LLC, which is the Member of Trinity Stamford Phase Two LLC, signer and sealer of the foregoing Instrument, and acknowledge the same to be her free act and deed, and the free act and deed of said limited liability company before me on November 7, 2016.


Commissioner of the Superior Court
or Notary Public




[Signatures Continued on Following Page]


S-5

[Signatures Continued from Following Page]

TRINITY STAMFORD GARAGE:

Witnesses:

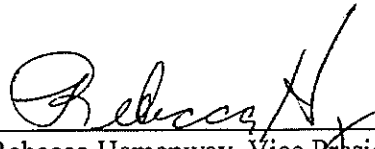

Name: Nelly Andrade


Name: Jill R. Hyde

TRINITY STAMFORD GARAGE LLC, a Delaware
limited liability company

By: Trinity Stamford Garage Member LLC, its
Member

By: Trinity Stamford Garage Manager, Inc., its
Manager

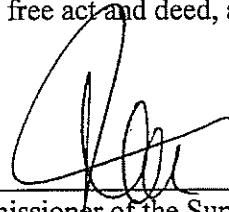
By: 
Rebecca Hemenway, Vice President

STATE OF MASSACHUSETTS}

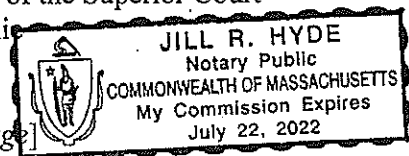
} ss: Boston

COUNTY OF SUFFOLK}

On this November 7, 2016, personally appeared Rebecca Hemenway, the Vice President of Trinity Stamford Garage Manager, Inc., which is the Manager of Trinity Stamford Garage Member LLC, which is the Member of Trinity Stamford Garage LLC, signer and sealer of the foregoing Instrument, and acknowledge the same to be her free act and deed, and the free act and deed of said limited liability company before me.



Commissioner of the Superior Court
or Notary Public

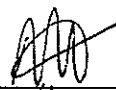


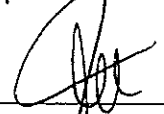
[Signatures Continued on Following Page]

[Signatures Continued from Following Page]

STAMFORD PHASE FOUR:

Witnesses:

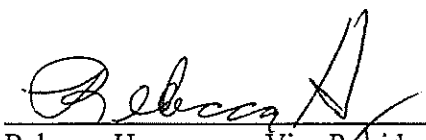

Name: Nellie Andrade


Name: Jill R. Hyde

STAMFORD PHASE FOUR JV LLC, a Delaware
limited liability company

By: Trinity Stamford Phase Four Member, LLC, its
managing member

By: Trinity Stamford Phase Four Manager, Inc.,
its sole member

By: 
Rebecca Hemenway, Vice President

STATE OF MASSACHUSETTS}

} ss: Boston

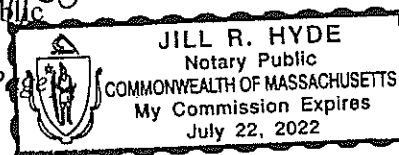
COUNTY OF SUFFOLK}

On this November 7, 2016, personally appeared Rebecca Hemenway, the Vice President of Trinity Stamford Phase Four Manager, Inc., which is the sole member of Trinity Stamford Phase Four Member LLC, which is the managing member of Stamford Phase Four JV LLC, signer and sealer of the foregoing Instrument, and acknowledge the same to be her free act and deed, and the free act and deed of said limited liability company before me.



Commissioner of the Superior Court
or Notary Public

[Signatures Continued on Following Page]



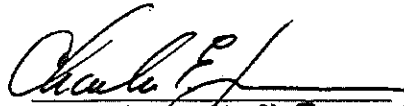
INTENTIONALLY OMITTED


S-8

CONSENT AND SUBORDINATION

The undersigned is the Mortgagee under that certain Statutory Form Mortgage Deed and Assignment of Rents dated as of May 3, 2013 and recorded in Volume ~~16743~~ at Page ~~225~~ of the Stamford Land Records (the "Mortgage"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the foregoing Second Amendment to Construction Coordination and Access Easement Agreement (the "Amendment") and (ii) subordinates the lien of the Mortgage to the Amendment.


Witnesses:


Name: CHARLES P. JANSONI


Name: Chris DeMascia

LENDER:

CITY OF STAMFORD


By: 
David R. Martin, Mayor

STATE OF CONNECTICUT}

} ss: Stamford

COUNTY OF FAIRFIELD}

On January 28, 2016, personally appeared David R. Martin, the Mayor of the City of Stamford, a municipal corporation organized under the laws of the State of Connecticut, 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 corporation before me.


Commissioner of the Superior Court
or Notary Public Chris DeMascia 419179

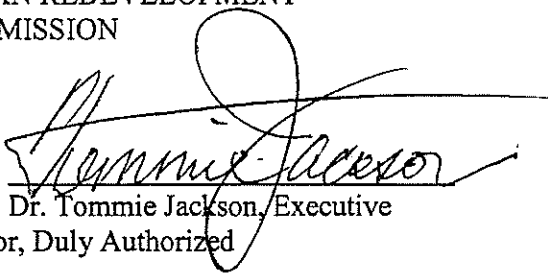
Witnesses:


Name: CHARLES E. JANSON


Name: RACHEL GOLDBERG

CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION

By:


Dr. Tommie Jackson, Executive

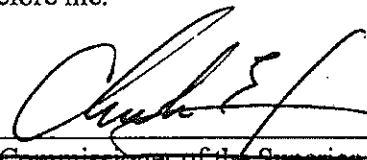
Director, Duly Authorized

STATE OF CONNECTICUT}

} ss: Stamford

COUNTY OF FAIRFIELD}

On January 27, 2016, personally appeared Dr. Tommie Jackson, Executive Director of the City of Stamford, Connecticut Urban Redevelopment Commission, a redevelopment agency organized under the laws of the State of Connecticut and ordinances 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 corporation before me.


Commissioner of the Superior Court
or Notary Public

CHARLES E. JANSON

MY COMMISSION EXPIRES 12-28-18

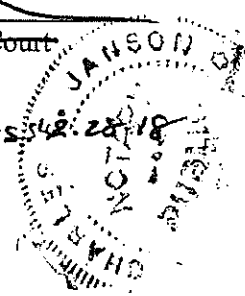


EXHIBIT A

“Land Disposition Agreement Property Description”

“Property Survey Prepared For The Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and the City of Stamford, Connecticut Urban Redevelopment Commission” dated February 19, 2013 and prepared by Redniss & Mead, which Map was filed in the Office of the Town Clerk of the City of Stamford, Connecticut on May 13, 2013 as Filed Map # 14547 and 14548.

EXHIBIT B

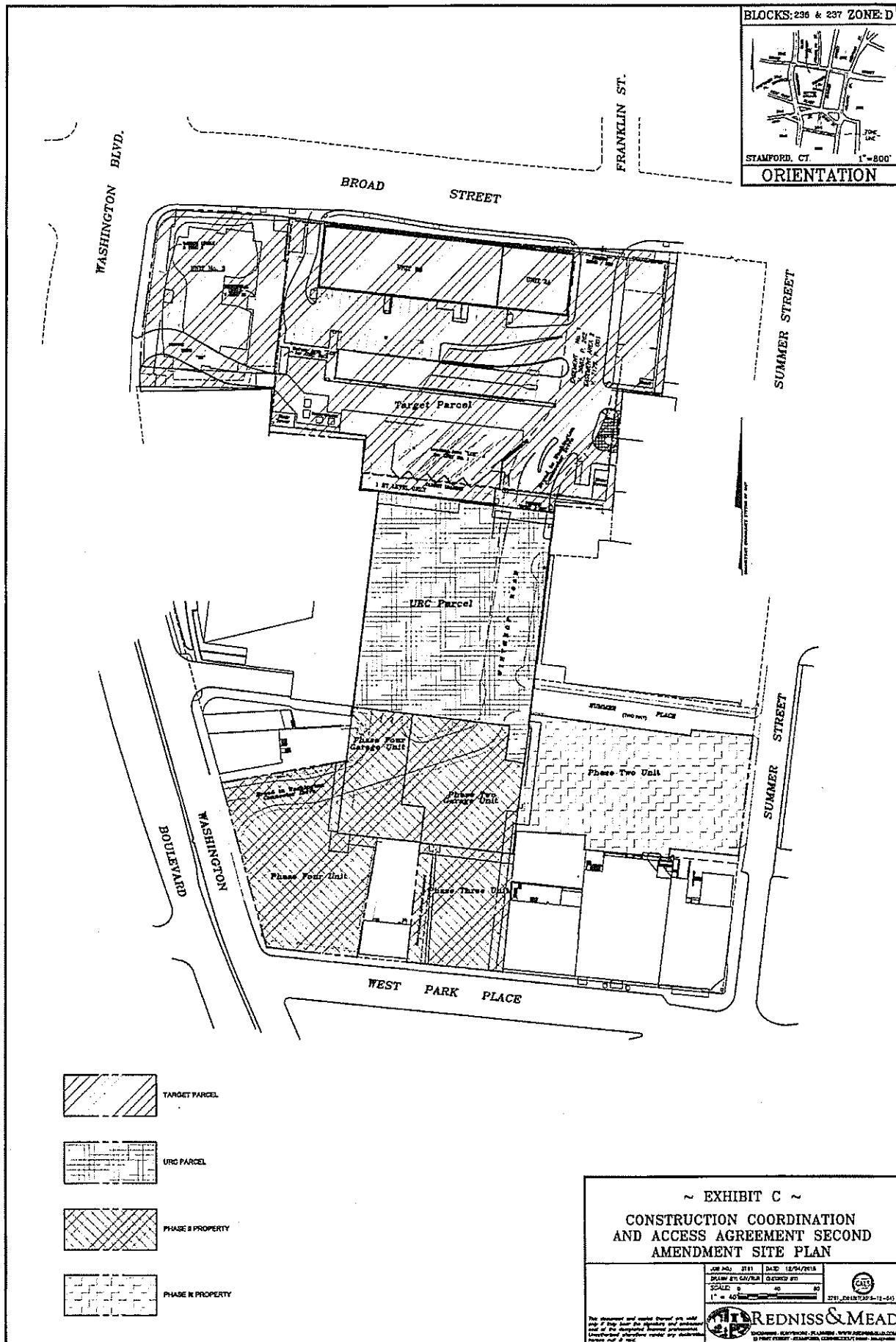
“Logistics Plan”

[Immediately Follows]

EXHIBIT C

"Site Plan"

[Immediately Follows]



Report By: DMF Date: 4/05 Checked By: JAC Date: 4/05 See Previous STC Report No.	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION TRAFFIC INVESTIGATION REPORT TO THE STATE TRAFFIC COMMISSION	STC No: 135-0504-01 Loc. No: Approved By STC
Requested By: Stephen Osman How Requested: Application for Certificate Date: April 6, 2005	City of Stamford Location: Summer Place Parking Garage Route 137 (Washington Boulevard) South of Broad Street Certificate Not	Date: MAY 17 2005 <i>Robben L. Cabelus</i> EXECUTIVE DIRECTOR

Recommendation:**Issued**

In accordance with Section 14-311 of the Connecticut General Statutes, as revised, it is recommended that the State Traffic Commission (STC) issue a certificate to the City of Stamford Urban Redevelopment Commission for the Summer Place Parking Garage, a 158,500 square-foot gross floor area parking garage with 482 parking spaces, located on Route 137 (Washington Boulevard) stating that the operation thereof will not imperil the safety of the public based on the following conditions.

The conditions are set forth and based on the plan entitled: "Site Plan for STC, Summer Place Parking Garage, City of Stamford Connecticut", Sheet No. SP-1STC, dated April 1, 2005, revised May 3, 2005, prepared by BL Companies.

1. That the site drive on Route 137 be reconstructed in substantial conformance with the referenced plan.
2. That 350 feet of intersection sight distance to the south along Route 137 from the site drive, measured at a point 15 feet back from the edge of roadway, be provided and maintained.
3. That signs and pavement markings on the Route 137 site drive be installed and maintained in substantial conformance with the referenced plan, and in accordance with the "Manual on Uniform Traffic Control Devices" latest edition.
4. That prior to the issuance of a Certificate, a bond be posted and maintained in the amount of \$10,000 to cover the costs of satisfying the conditions of this report. Upon submission of the final design plans, the dollar amount of this bond may be adjusted either upward or downward during the encroachment permit review process.
5. That future internal connections between the site property and adjacent properties be allowed and not precluded.
6. That prior to the issuance of a Certificate, a copy of this report be recorded on the municipal land records in accordance with the attached procedure. A copy of the Certificate shall be recorded on the land records upon issuance.

I hereby Certify & Attest this
is a True Copy.

Robbin L. Cabelus Date: 5/18/05
Robbin L. Cabelus
Executive Director

By

Robbin L. Cabelus
Division of Traffic Engineering
Bureau of Engineering and Highway Operations

7. That an encroachment permit be obtained from the Department of Transportation's District 3 Office prior to performing any work within the State highway right-of-way. The permit forms must include the applicable detailed construction plans.
8. That all roadway and drainage improvements within the State highway right-of-way be subject to review by the Department of Transportation and all their requirements including those pertaining to maintenance and protection of traffic be satisfied prior to the issuance of a permit for work within the highway right-of-way.
9. That the STC reserves the right to require additional improvements or changes, as deemed necessary, due to the development's traffic in the future. The cost of any additional improvements or changes shall be borne by the owner of the development.

Mr. Fred Greenberg, the applicant's authorized representative, concurred with the above recommendations on May 6, 2005.

Mr. Mani Poola, representative for the Legal Traffic Authority for the City of Stamford concurred with the above recommendations on May 6, 2005.

**Report of Findings
Summer Place Parking Garage
City of Stamford
Traffic Investigation Report No. 135-0504-01**

Site Description:

The site is located on the east side of Route 137 (Washington Boulevard) south of Broad Street. Route 137 is a four lane, divided north/south roadway in this area. Signalized intersections exist on Route 137 approximately 550 feet to the north of the site drive at Broad Street and 450 feet to the south at Main Street. Both of these signals are owned and maintained by the City of Stamford.

The City of Stamford Urban Redevelopment Commission is proposing to construct a 432 space parking garage on the site. The construction of the garage will eliminate 88 existing surface parking spaces resulting in a net increase of 344 parking spaces.

Access to the site is currently provided on Route 137, Summer Place and Broad Street via the Target retail site drive. Only right turns in and out are permitted at the site drive on Route 137. Summer Place is an east/west private street which runs from Summer Street west to the site. The site drive connects to the drive to Target to the north and intersects Broad Street. Access to the site will remain the same.

Site Generated Traffic:

The peak hour site-generated volumes predicted by the applicant's consultant for the proposed parking garage are as follows:

Weekday a.m. peak hour	110 In	15 Out
Weekday p.m. peak hour	25 In	110 Out

The assumed site traffic distribution is shown on the attached Figure 4.

Background Traffic:

Route 137 (Washington Boulevard) in the vicinity of the site had a 2002 ADT of 30,800 vehicles. The generated and background volumes submitted for this development have been reviewed and accepted by the Bureau of Policy and Planning.

Accident Experience:

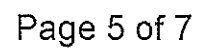
The latest available three years of accident experience (July 1, 2001 to June 30, 2004) was examined on Route 137 in the vicinity of the site drive. One rear end type accident, occurring on Route 137 northbound, was listed.

Report of Findings
Summer Place Parking Garage
City of Stamford
Traffic Investigation Report No. 135-0504-01

Conclusion:

The estimation of trip generation, associated with public parking facilities, is somewhat difficult to determine. The parking is commonly shared by a number of different land uses which have different peak demand times. This sharing of parking is advantageous as it typically accommodates more users due to the varying times of demand by the different land use types and thus provides more efficient utilization of parking. The location of the proposed garage to the nearby entertainment district will likely make it most utilized later in the evening when the restaurants and theaters are active. The estimated demand during peak commuter hours should not significantly deteriorate the traffic operation of the nearby street network.

The proposed development is acceptable to the City of Stamford



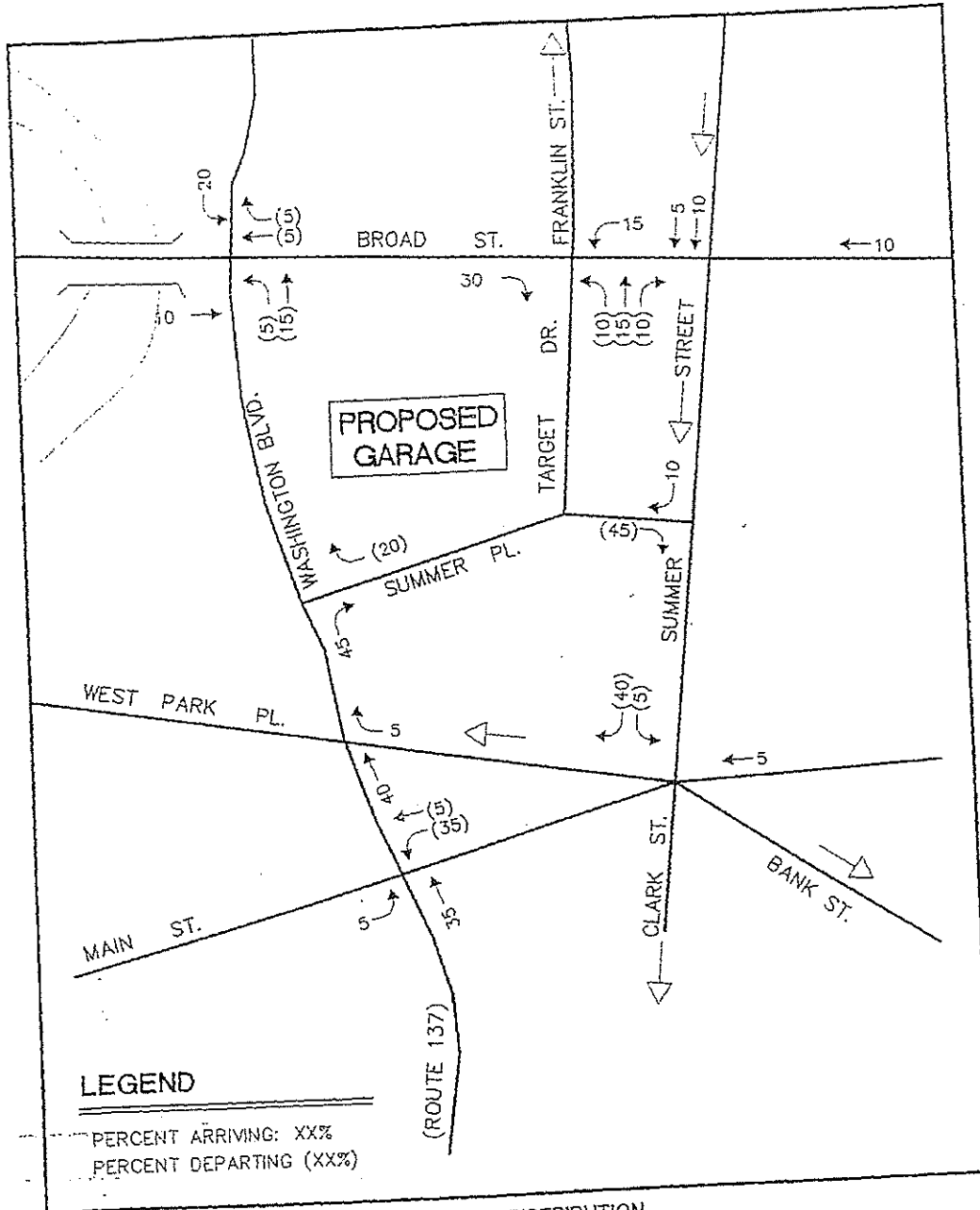
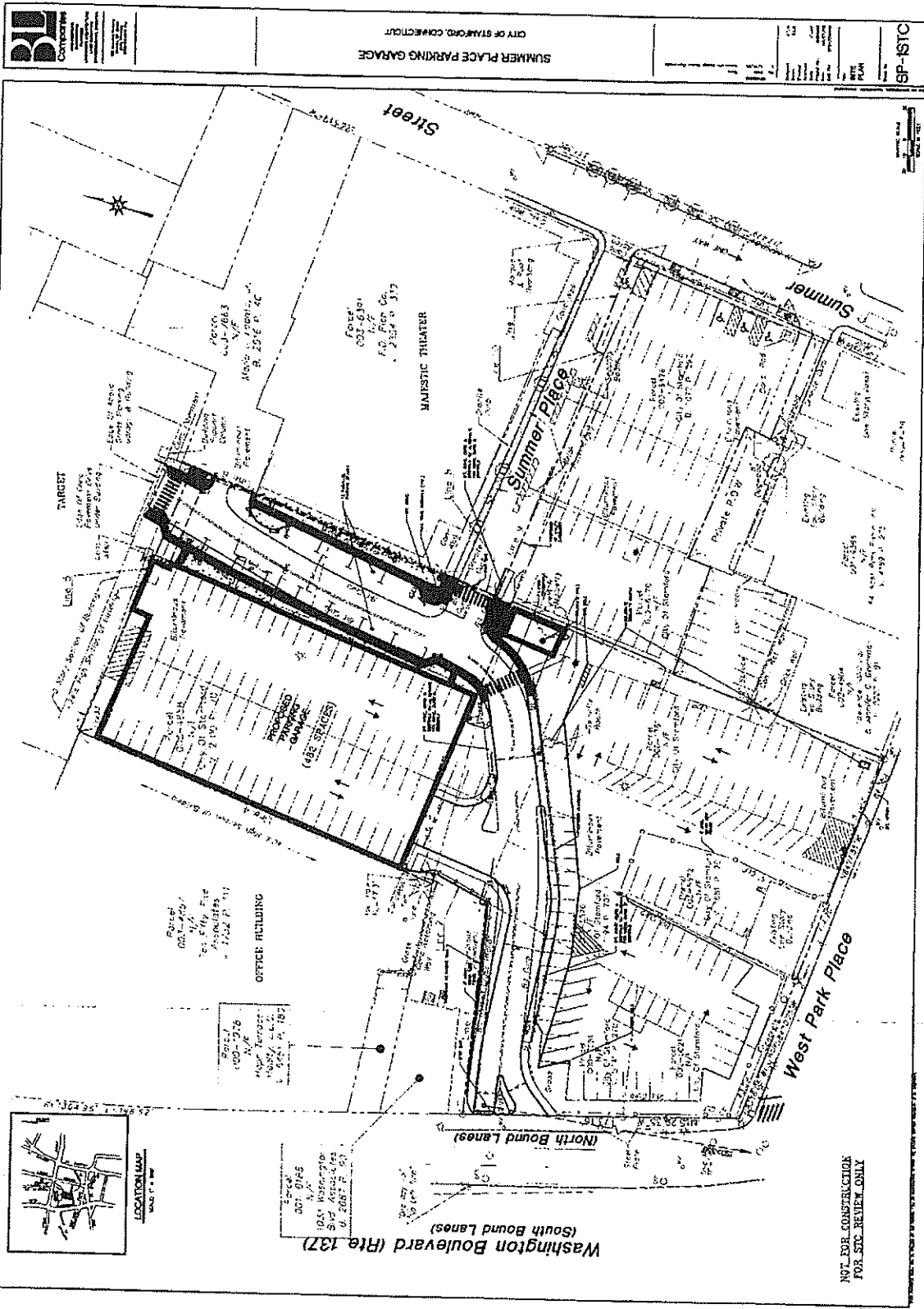


FIGURE 4





INSTR ÷ 2013010913
VOL 10743 PG 20
RECORDED 05/13/2013 03:12:28 PM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK

237

Block 237

Record and Return to:
Sandak Hennessey & Greco LLP
Attention: Patrick J. Hanna
707 Summer Street
Stamford, CT 06901

ACCESS EASEMENT AGREEMENT

MAY 10, 2013, by and between CITY OF STAMFORD (the "City"), a Municipal Corporation lying within the County of Fairfield and State of Connecticut, acting herein by its duly authorized Mayor, Michael Pavia and the CITY OF STAMFORD CONNECTICUT URBAN REDEVELOPMENT COMMISSION, a public body corporate established pursuant to ordinances of the Board of Representatives of the City of Stamford under the Charter of the City of Stamford and the General Statutes of the State of Connecticut and having its office at 888 Washington Boulevard, Stamford, Connecticut (the "Agency", and collectively with the City, the "Grantor") and MARIA APOSPOROS, ELLEN BEGETIS ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner of improved real property commonly known as West Park Place, Stamford, Connecticut 06901 as more particularly described on Schedule A attached hereto (the "Grantor's Property").

WHEREAS, Grantee is the owner of certain real property commonly known as 62 West Park Place, Stamford, Connecticut, as more particularly described on Schedule B attached hereto (the "Grantee's Property");

WHEREAS, the City, Agency and TRINITY STAMFORD LLC, a Massachusetts limited liability company authorized to conduct business in the State of Connecticut, with a principal place of business at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 (hereinafter referred to as the "Successor Redeveloper") entered into a Second Amendment to Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B dated December 21, 2012 (the "LDA Agreement") whereby such parties agreed to enter into certain easements and releases with respect to Grantee's Property;

WHEREAS, the City, Agency and TRINITY STAMFORD LLC are consummating the transfer of certain property (the "Closing") contiguous to the

Grantee's Property and will be undertaking certain construction improvements around Grantee's Property pursuant to the LDA Agreement;

WHEREAS, as part of the LDA Agreement, the Agency and City agreed to grant a non-exclusive easement of ingress and egress to the Grantee over a portion of the Grantor's Property provided that the Grantee release any and all claims against the Agency and the City which release is being executed by the parties of even date herewith; and

WHEREAS, the aforesaid construction improvements will be for the benefit of the Grantor's Property and Grantee's Property.

NOW, THEREFORE, in consideration of the foregoing, the covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby gives, grants and conveys to Grantee a non-exclusive easement for vehicular and pedestrian ingress and egress between West Park Place and Grantee's Property, in common and together with the Grantor and such other persons or grantees as may hereinafter be given by the Grantor, or to whom may hereafter be conveyed by the Grantor, similar rights-of-way and non-exclusive easements, on, across and over portions of the Grantor's Property described as "Non-Exclusive Easement For Ingress and Egress" on that certain plan dated as of February 14, 2013, prepared by Redniss & Mead and attached hereto as Schedule C (hereinafter the "Easement Area"), subject to the terms and conditions hereinafter contained and subject to existing matters of record. Without limiting the foregoing, the parties acknowledge that in exercising its rights hereunder, Grantee, its invitees and guests shall in no event be permitted to loiter, park or store vehicles or any other items or materials within the Easement Area. In exercising its access rights pursuant to the easement granted herein, Grantee shall exercise its rights in a manner which does not interfere with Grantor's use of Grantor's Property.

2. Repair and Maintenance. The Grantee shall maintain the Easement Area, at its sole cost and expense, in good order, condition and repair, in compliance with all applicable laws, by-laws and regulations, and in compliance with the requirements of this Agreement. Grantor shall not block or prohibit Grantee's access to or use of the Easement Area except in emergency situations or with advance written notice to the Grantee for the limited purpose of facilitating the construction that will occur around the Property and the construction staging that will occur on the Property. The easement granted hereby may be relocated from time to time by Grantor at Grantor's costs and expense and in a manner which minimizes the effect of such relocation upon the operations of Grantee's Property.

3. Indemnification; Insurance. Grantee hereby agrees to indemnify and defend Grantor and its agents and employees, partners, members, officers, directors, stockholders, tenants and mortgagees, and to hold them harmless from and against any and all liability, claims, damages, suits, losses, costs and expenses, statutory or otherwise (including reasonable attorney's fees), arising from the exercise and performance of the rights and obligations set forth hereunder, unless the same are caused by Grantor's gross negligence or willful misconduct. Grantee shall carry at all times commercial general liability insurance in an amount not less than \$2,000,000 combined single limit per occurrence, which insurance shall name the City, the Agency and their respective mortgagees as additional insureds. Grantee shall deliver to the City and the Agency certificates evidencing such coverage stating that such insurance may not be cancelled, reduced or allowed to expire without at least thirty (30) days prior written notice to the other party. Such certificates shall be in compliance with the minimum requirements set forth in Schedule D and Schedule E, each as attached hereto and made a part hereof.

4. No Assumption of Risk. Except for any act, error or omission on the part of the Grantor or Grantor's failure to perform any of its obligations pursuant to this Agreement, Grantee acknowledges and agrees that Grantor assumes no liability to Grantee or its agents or representatives or any other person at the Grantor's Property for any injury (including death) to persons or damage to or loss of property suffered on the Grantor's Property resulting from or relating in any way to the use of the Easement Area or the presence of Grantee or its agents, contractors, employees or other third parties under the control of or hired by Grantee on, in or around the Easement Area.

5. Reservation of Rights. Except for the rights specifically provided for herein, Grantor reserves the right to itself and successors and assigns to continue to use Grantor's Property, including the Easement Area, per any and all uses and purposes which do not in anyway interfere with the rights granted to the Grantee hereunder. Subject to the terms and provisions of the final sentence of Section 2 hereof, Grantor reserves the right, at any time, to repair or make changes or alterations to the Easement Area provided that the rights in favor of the Grantee remain in effect in accordance with the terms of this Easement.

6. Successors. The easements, rights, reservations and obligations set forth herein shall run with the Grantor's Property and the Grantee's Property and shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, and no person or entity shall have any right or obligation hereunder except while owner of an interest in the premises either burdened or benefited by the rights and obligations granted hereunder.

7. Miscellaneous. This Agreement may be executed in several counterparts, or by execution of counterpart signature pages, which may be attached to one or more counterparts. All executed counterparts shall constitute

one agreement, binding on all the parties hereto, notwithstanding that all parties are not a signatory to the original or the same counterpart. This Agreement shall be governed by the laws of the State of Connecticut.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor's Property to the general public or for the general public or for any public purpose whatsoever or be deemed a conveyance or limitation of any development right created by any planning, zoning or land use regulation or otherwise, it being the intention that any grant created herein will be strictly limited to the purposes expressed herein.

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.

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.

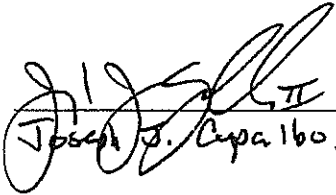
The easement created herein constitutes the entire intent of the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated herein.

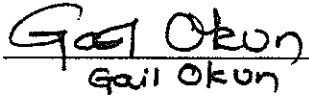
Any modification of the easement created herein or additional obligation assumed by any party in connection with the easement shall be binding only if evidenced in writing signed by both parties or an authorized representative of each party.

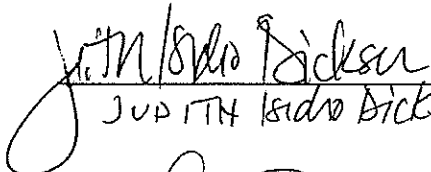
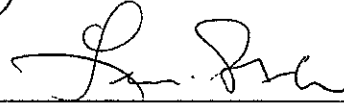
[SIGNATURE PAGES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:


Joseph B. Ayala II


Gail Okun

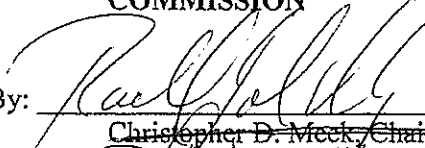

JUDITH Isidro Dickson

Leslie Stroh

GRANTOR:

CITY OF STAMFORD

By: 
Michael A. Pavia, Mayor

**CITY OF STAMFORD,
CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION**

By: 
~~Christopher D. Meek, Chairman~~
Rachel Goldberg
Laura Director General Counsel

GRANTEE:

By: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

GRANTOR:

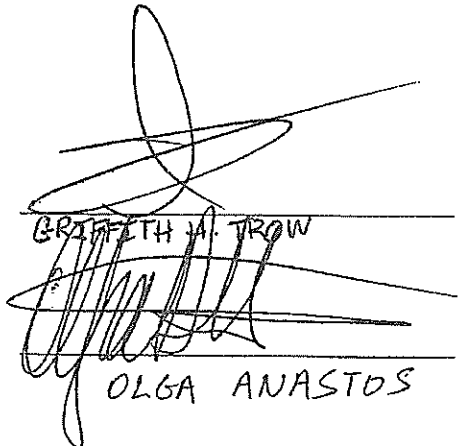
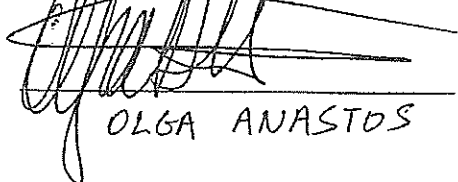
CITY OF STAMFORD


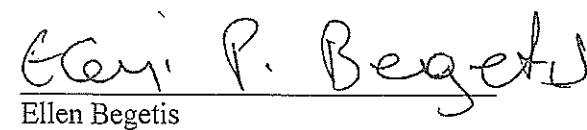
By: _____
Michael A. Pavia, Mayor

CITY OF STAMFORD,
CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION

By: _____
Christopher D. Meek, Chairman

GRANTEE:


GRIFITH A. TROW

OLGA ANASTOS


Maria Aposporos

Ellen Begetis

STATE OF CONNECTICUT}

} ss:

Date:

5/3/13

COUNTY OF FAIRFIELD}

Personally appeared, Rachel Goldberg, Interim Counsel Director and General Counsel of the Urban Redevelopment Commission, signer and sealer of the foregoing Instrument, and acknowledged the same to be her free act and deed, and the free act and deed of said commission, before me.



Commissioner **LESLIE S. STRICH**
Notary Public **NOTARY PUBLIC**
MY COMMISSION EXPIRES OCT. 31, 2015

Court or

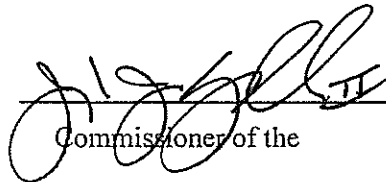
STATE OF CONNECTICUT}

} ss: Stamford

Date: May 3, 2013

COUNTY OF FAIRFIELD}

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



Commissioner of the

Superior Court

or Notary Public

STATE OF CONNECTICUT}

} ss: Stamford

Date:

COUNTY OF FAIRFIELD}

Personally appeared _____, signer and sealer of the foregoing Instrument, and acknowledged the same to be _____ free act and deed.

Commissioner of the Superior
Court or Notary Public

STATE OF CONNECTICUT}

} ss:

Date:

COUNTY OF FAIRFIELD}

Personally appeared, Jackie Heftman Chairman of the Urban Redevelopment Commission, signer and sealer of the foregoing Instrument, and acknowledged the same to be her free act and deed, and the free act and deed of said commission, before me.

Commissioner of the Superior
Court or Notary Public

STATE OF CONNECTICUT}

} ss: Stamford

Date:

COUNTY OF FAIRFIELD}

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

Commissioner of the Superior
Court or Notary Public

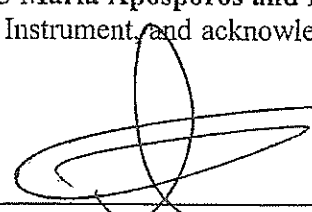
STATE OF CONNECTICUT}

} ss: Stamford

Date: 5/2/13

COUNTY OF FAIRFIELD}

Personally appeared on this 2nd day of May, 2013 **Maria Aposporos and Ellen Begetis**, as aforesaid, signers and sealers of the foregoing Instrument, and acknowledged the same to be their free act and deed.



Commissioner of the Superior
Court or Notary Public

SCHEDULE A
Grantor's Property

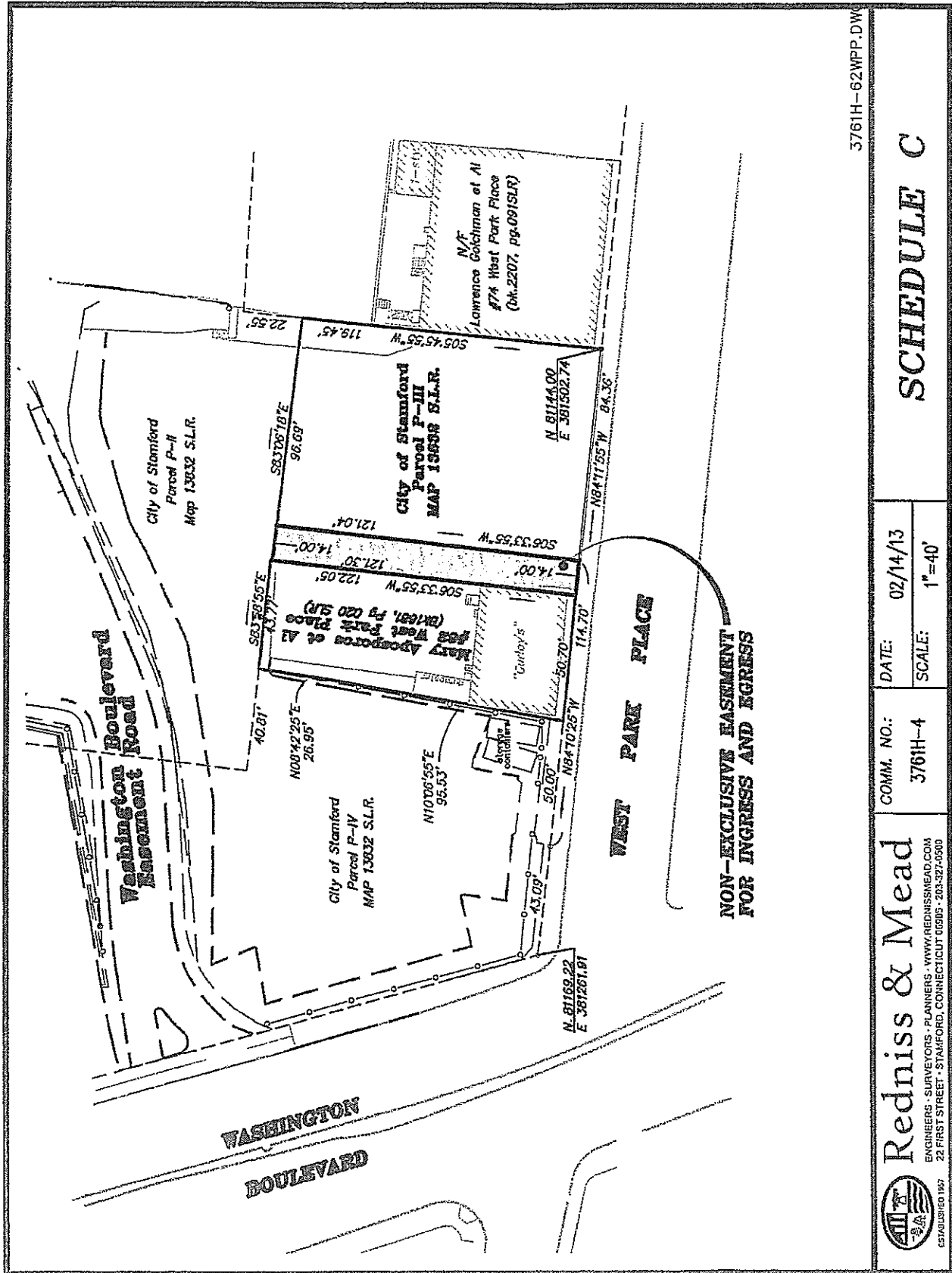
All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and designated as "Parcel P-III (11,739 + SF)" on a certain map entitled "Property Survey Depicting Reconfirmation of Parcels prepared for City of Stamford Urban Redevelopment Commission", now on file in the office of the town clerk of said City of Stamford and numbered 13832, reference thereto being had for a more particular description thereof.

SCHEDULE B
Grantee's Property

All that certain tract or parcel of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, being bounded and described as follows:

Beginning at a point in the Northerly line of Park Place, also known as West Park Place, formed by the intersection therewith of the boundary line between the premises herein described and land now or formerly of Rae Epstein, having been conveyed to said Rae Epstein by deed from Charles D. Lockwood dated November 20, 1944, thence running along said land now or formerly of Rae Epstein, North 9° 31' 30" East 95.54 feet and North 8° 07' East 105.02 feet to land now or formerly of Robert H. Davis, thence along said land now or formerly of Robert H. Davis South 84° 34' 20" East 54.86 feet to land now or formerly of The Benevolent Protective Order of Elks 899, thence along said land now or formerly of The Benevolent Protective Order of Elks 899 South 5° 48' 30" West 200 feet to the Northerly line of Park Place, thence along said Northerly line of Park Place North 84° 45' 50" West 64.7 feet to land now or formerly of Rae Epstein at the point and place of beginning; said tract of land being bounded Northerly by land now or formerly of The Benevolent Protective Order of Elks 899, Southerly by Park Place, and Westerly by land now or formerly of Rae Epstein.

SCHEDULE C
Easement Plan
[see attached]



3761H-62WPP.DWG

Redniss & Mead <small>ENGINEERS • SURVEYORS • PLANNERS • WWW.REDNISSMEAD.COM 22 FIRST STREET • STAMFORD, CONNECTICUT 06905 • 203-327-9500</small>	COMM. NO.: 3761H-4	DATE: 02/14/13	SCHEDULE C
		SCALE: 1"=40'	

SCHEDULE D
City of Stamford
Minimum Certificates of Insurance Requirements
[see attached]

MAYOR
MICHAEL A. PAVIA



RISK MANAGER
ANN MARIE MONES

Phone: (203) 977-4083
FAX: (203) 977-5072

CITY OF STAMFORD
RISK MANAGEMENT DEPARTMENT
888 Washington Boulevard
P.O. Box 10152
Stamford, Connecticut 06904-2152

City of Stamford
Certificates of Insurance Requirements
(Minimum Requirements)

General liability insurance subject to a minimum limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall include, but not be limited to, operations liability, products liability and completed operations, personal injury and advertising liability, products liability and completed operations, personal injury and advertising liability and contractual liability, which cover indemnities contained in the Agreement.

Automobile liability insurance if motor vehicles are utilized in conjunction with the program. The minimum limit of liability is \$1,000,000 per accident for bodily injury and property damage.

If applicable, Workers' compensation insurance, which complies with Connecticut laws and regulations. Employer's liability, which contains limits of liability of not less than \$100,000 per accident, disease policy limit and disease each employee.

The City of Stamford, the Board of Education (for school-related activities and activities taking place on school grounds), and its/their employees, agents and officers to be designated as additional insureds under the general liability insurance policy.

All insurance maintained by outside organizations shall be primary insurance, not excess or contributory, with respect to any insurance maintained by or on behalf of the City of Stamford and the Stamford Board of Education.

All insurance required hereunder shall contain a provision requiring thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change in policy terms and conditions.

Outside organizations shall provide certificates of insurance, including renewals where appropriate, which evidence the insurance to be maintained by the outside organization pursuant to this insurance provision.

The Certificate Holder should be listed as: City of Stamford, 888 Washington Blvd., Stamford, CT 06904.

To contact Risk Management for permit signature: (203) 977-4083, fax: (203) 977-5072.

SCHEDULE E

**Stamford Urban Redevelopment Commission
Minimum Certificates of Insurance Requirements
*[see attached]***

CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT COMMISSION
CERTIFICATES OF INSURANCE REQUIREMENTS
(minimum requirements)

1. General Insurance, with a minimum limit of liability of \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall include, but not be limited to, operations liability, products liability and completed operations and contractual liability, which insure the indemnity contained in this Agreement.
2. Automobile liability insurance if motor vehicles are utilized in the activity or event. Minimum limit of liability is \$2,000,000 combined single limit per occurrence. For bodily injury and property.
3. Workers' compensation coverage, if applicable, which complies with the Workers' Compensation regulations and statutes of the State of Connecticut.
4. Employer's liability, if applicable.
5. Professional liability insurance, if applicable, subject to a minimum limit of liability of \$2,000,000 per claim accident. This coverage is required of businesses, associations and other similar entities which have a professional component to their activities; e.g., architects, engineers, accountants, etc.
6. The City of Stamford, CT Urban Redevelopment Commission and the City of Stamford and its/their employees, agent and officers are designated as additional insureds under all liability policies except professional liability.
7. All insurance required hereunder shall contain a provision requiring thirty (30) days prior written notice of cancellation, termination or material change in coverage terms and conditions.



INSTR # 2013010919
VOL 10743 PG 131
RECORDED 05/13/2013 03:12:28 PM
DONNA M LDGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK 237

Temporary Easement

Block 237

Record and Return to:

Sandak Hennessey & Greco LLP
Attention: Patrick J. Hanna
707 Summer Street
Stamford, CT 06901

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") made as of MAY 10, 2013, by and between CITY OF STAMFORD, a Municipal Corporation lying within the County of Fairfield and State of Connecticut, acting herein by its duly authorized Mayor, Michael Pavia and the CITY OF STAMFORD CONNECTICUT URBAN REDEVELOPMENT COMMISSION, a public body corporate established pursuant to ordinances of the Board of Representatives of the City of Stamford under the Charter of the City of Stamford and the General Statutes of the State of Connecticut and having its office at 888 Washington Boulevard, Stamford, Connecticut (collectively, the "Owner") and TRINITY STAMFORD PHASE TWO LLC, a Massachusetts limited liability company with a principal place of business at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 and Trinity Stamford Garage LLC, a Massachusetts limited liability company with a principal place of business at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 (collectively, the "Grantee").

RECITALS:

WHEREAS, Owner is the owner of improved real property commonly known as the Phase Three Unit, the Phase Four Unit and the City Garage Unit all of which are units in the Trinity Stamford PSW Condominium, Stamford, Connecticut 06901 as more particularly described on Schedule A attached hereto (the "Property").

WHEREAS, Grantee is the owner of certain real property commonly known as the Phase Two Unit, the Phase Two Garage Unit and the Phase Four Garage Unit all of which are units in the Trinity Stamford PSW Condominium as more particularly described on Schedule B attached hereto (the "Grantee Property");

WHEREAS, Grantee is presently undertaking certain construction improvements to the Grantee Property pursuant to the Second Amendment to the Contract For Sale of Land Reuse Parcels 19 and 19B Park Square West LLC (the "LDA") which will require the use of the Property by Grantee for construction, staging of construction materials and equipment including storage of soils, construction and temporary parking; and

WHEREAS, the aforesaid construction improvements to the Property and the Grantee Property will be for the benefit of the Property and Grantee Property;

NOW, THEREFORE, in consideration of the foregoing, the covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Owner hereby gives, grants and conveys to the Grantee a non-exclusive temporary easement to enter in and on the Property to store and stage construction equipment and materials and soils, conduct such construction activities on the Property including without limitation in the City Garage Unit and to park vehicles on a temporary basis on the Phase Three Unit and Phase Four Unit in accordance with the parameters and scope attached hereto and made a part hereof as Schedule C (the "Construction Activities") in common and together with the Grantor and such other persons or grantees as may hereinafter be given by the Grantor, or to whom may hereafter be conveyed by the Grantor, similar rights-of-way and non-exclusive easements, on, across and over the Property (hereinafter the "Easement Area"), subject to the terms and conditions hereinafter contained and subject to the existing easement rights existing of record.

2. Suspension of Easement Rights. The Grantee acknowledges and agrees that all construction activities shall be suspended on a designated portion of the Phase Three Unit for specific Stamford Downtown Special Services District events and one Stamford Hospital event during each calendar year which dates and times of such events are more particularly described on the Schedule D attached hereto and made a part hereof. The Owner shall provide Grantee with reasonable advance notice of all such events to allow the Grantee to properly plan and coordinate its construction activities and the suspension of the same. Owner shall name Grantee and its General Contractor as additional insured on the certificates of insurance for all such events.

3. Maintenance; Termination of Easement. Said equipment, stockpiles and materials shall be maintained in good condition and repair at Grantee's sole cost and expense. This easement shall terminate upon the mutual agreement of the parties hereto or upon the completion of the buildings and improvements on the Grantee's Property and the issuance of a Certificate of Occupancy for the buildings and improvements erected on Grantee's Property.

4. Insurance. Prior to entering the Property, Grantee will provide Owner with copies of certificates of insurance evidencing compliance with Schedule E attached hereto and made a part hereof.

5. Approvals and Licenses. In performing the construction activities, Grantee and its agents will comply with all applicable laws, statutes, regulations,

rules and ordinances, and will conduct their work in a reasonable and workmanlike manner.

6. Indemnification. Grantee shall defend, indemnify and hold Owner 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 Grantee and its agents in the performance of the construction activities or the presence of Grantee or its agents on the Property, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of Owner and its employees, agents or contractors.

7. No Assumption of Risk. Grantee acknowledges and agrees that Owner assumes no liability to Grantee or its agents or representatives or any other person at the Premises for any injury (including death) to persons or damage to or loss of property suffered on the Premises resulting from or relating in any way to the performance of the Construction Activities or the presence of Grantee or its agents, contractors, employees or other third parties under the control of or hired by Grantee on the Premises.

8. Restoration. In consideration of Owner permitting Grantee to conduct and perform the Construction Activities and thereby encroaching into and upon the Property, Grantee agrees to restore the Property to its original condition at Grantee's sole cost and expense except for such areas of the Property that Grantee and Grantor have agreed to alter pursuant to the LDA including without limitation alterations and/or improvements performed in the City Garage Unit. Any work performed, actions taken or maintenance in or around the Property including, but not limited to, the Construction Activities shall be performed in a commercially reasonable time frame and any damage or disruption to the Property caused by the Grantee, or its employees, contractor(s), agents or other third parties under the control of or hired by the Grantee shall be promptly repaired and the Property restored to the condition prior to said work maintenance and/or Construction Activities (except with respect to areas of the Property that Grantee and Grantor have agreed to alter pursuant to the LDA including without limitation alterations and/or improvements performed in the City Garage Unit) at the sole cost and expense of the Grantee.

9. Miscellaneous. This Agreement may be executed in several counterparts, or by execution of counterpart signature pages, which may be attached to one or more counterparts. All executed counterparts shall constitute one agreement, binding on all the parties hereto, notwithstanding that all parties are not a signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed by any party wheresoever such party is located, and may be delivered by facsimile transmission, and any such facsimile transmitted signature page may be attached to one or more counterparts of this Agreement and shall have the same force and effect, and be as binding, as original

signatures executed and delivered in person. This Agreement shall be governed by the laws of the State of Connecticut.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever or be deemed a conveyance or limitation of any development right created by any planning, zoning or land use regulation or otherwise, it being the intention that any grant created herein will be strictly limited to the purposes expressed herein.

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.

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.

The easement created herein constitutes the entire intent of the parties and any prior understanding or representation of any kind preceding the date of this easement shall not be binding on any party except to the extent incorporated herein.


Any modification of the easement created herein or additional obligation assumed by any party in connection with the easement shall be binding only if evidenced in writing signed by both parties or an authorized representative of each party.

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.

[SIGNATURE PAGES ON THE FOLLOWING PAGE]

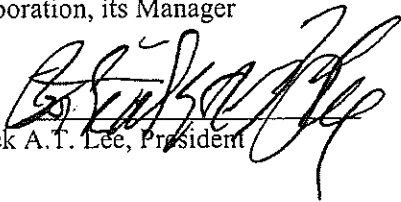
Signed, sealed and delivered in the presence of:


TRINITY STAMFORD PHASE TWO
LLC, a Delaware limited liability company


EVA ERlich ,Witness


By: Trinity Stamford Phase Two Member LLC,
a Delaware limited liability company, its Sole Member

By: Trinity Stamford Phase Two Manager, Inc.,
a Massachusetts corporation, its Manager

By: 
Patrick A.T. Lee, President


CHRISTINE GALGALA, Witness

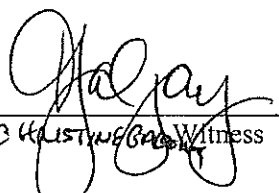
TRINITY STAMFORD GARAGE LLC,
a Delaware limited liability company


EVA ERlich ,Witness

By: Trinity Stamford Garage Member LLC,
a Delaware limited liability company, its Sole Member

By: Trinity Stamford Garage Manager, Inc.
a Massachusetts corporation, its Member

By: 
Patrick A.T. Lee, President


CHRISTINE GALGALA, Witness

Gail Okun
Gail Okun, Witness

By: Michael Pavia
Mayor Michael Pavia

Joseph J. Caputo II
Joseph J. Caputo II, Witness

CITY OF STAMFORD,
CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION

Judith K. Dickson
JUDITH K. DICKSON, Witness
Dickson

Leslie Ston
Leslie Ston, Witness

By: Rachel Goldberg
Chairman
Rachel Goldberg
Interim Director & General Counsel

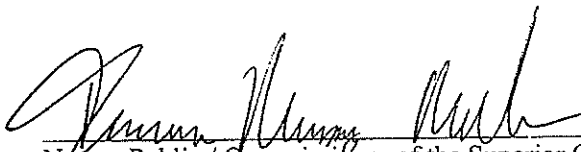
(Acknowledgement on following page)

STATE OF MASSACHUSETTS }
} ss:
COUNTY OF SUFFOLK }

Date: May 2, 2013

Personally appeared Patrick A.T. Lee, the President of Trinity Stamford Phase Two Manager, Inc., the manager of Trinity Stamford Phase Two Member LLC, the Sole Member of Trinity Stamford Phase Two LLC, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

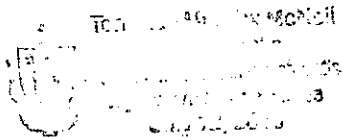




Notary Public / Commissioner of the Superior Court
Date Commission Expires:

STATE OF MASSACHUSETTS }
} ss:
COUNTY OF SUFFOLK }

Date: May 2, 2013

Personally appeared Patrick A.T. Lee, the President of Trinity Stamford Garage Manager, Inc., the member of Trinity Stamford Garage Member LLC, the Sole Member of Trinity Stamford Garage LLC, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.




Notary Public / Commissioner of the Superior Court
Date Commission Expires:

.....

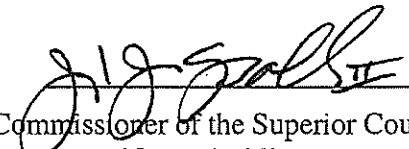
Notary Public / Commissioner of the Superior Court
Date Commission Expires:

Notary Public / Commissioner of the Superior Court
Date Commission Expires:

May 3, 2013

COUNTY OF FAIRFIELD}

Personally appeared Michael Pavia, 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 limited liability company before me.




Commissioner of the Superior Court
~~or Notary Public~~

STATE OF }
} ss:
COUNTY OF }

Date: May 3, 2013

Personally appeared Rachel Goldberg, Interim Mayor and General Counsel of City of Stamford, Connecticut Urban Redevelopment Commission, signer and sealer of the foregoing Instrument, and acknowledged the same to be her/his free act and deed, and the free act and deed of said corporation, before me.



LESLIE S. STROH
NOTARY PUBLIC
Commissioner of the Superior Court
MY COMMISSION EXPIRES OCT. 31, 2015
Court or Notary Public

SCHEDULE A

Grantor Property Description

ALL THAT CERTAIN piece, parcel or tract of land, situated in the City of Stamford, County of Fairfield and State of Connecticut, and further described as **PHASE THREE UNIT, PHASE FOUR UNIT and CITY PARKING GARAGE UNIT** in **TRINITY STAMFORD PSW CONDOMINIUM**, a condominium located in the City of Stamford, County of Fairfield and State of Connecticut. Said UNITS exist pursuant to, and are more fully defined, identified and described in the Declaration of Condominium of The Trinity Stamford PSW Condominium dated MAY 3, 2013 and recorded on MAY 13, 2013 in Volume 10743 at Page 36 of the Stamford Land Records (the "Declaration"). The real property submitted as a condominium pursuant to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, by said Declaration is more particularly shown on a certain Map entitled "Property Survey Prepared For The Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and the City of Stamford, Connecticut Urban Redevelopment Commission" dated February 19, 2013 and prepared by Redniss & Mead, which Map is filed in the Office of the Town Clerk of the City of Stamford, Connecticut, numbered Map No. 14547 (Map). Said Units are further described on the survey and plans on file with the Declaration, referred to hereinabove in the said Town Clerk's Office.

SCHEDULE B
Grantee Property Description

ALL THAT CERTAIN piece, parcel or tract of land, situated in the City of Stamford, County of Fairfield and State of Connecticut, and further described as **PHASE TWO UNIT, PHASE TWO GARAGE UNIT and PHASE FOUR GARAGE UNIT** in **TRINITY STAMFORD PSW CONDOMINIUM**, a condominium located in the City of Stamford, County of Fairfield and State of Connecticut. Said UNITS exist pursuant to, and are more fully defined, identified and described in the Declaration of Condominium of The Trinity Stamford PSW Condominium dated MAY 3, 2013 and recorded on MAY 13, 2013 in Volume 107-B at Page 36 of the Stamford Land Records (the "Declaration"). The real property submitted as a condominium pursuant to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, by said Declaration is more particularly shown on a certain Map entitled "Property Survey Prepared For The Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and the City of Stamford, Connecticut Urban Redevelopment Commission" dated February 19, 2013 and prepared by Redniss & Mead, which Map is filed in the Office of the Town Clerk of the City of Stamford, Connecticut, numbered Map No. 14547 (Map). Said Units are further described on the survey and plans on file with the Declaration, referred to hereinabove in the said Town Clerk's Office.

SCHEDULE C
Scope of Construction Activities

1. Phase Three Unit and Phase Four Unit: all work shown on the approved permit plans including but not limited to
 - Construction of Garage Stair and Elevator #4
 - Construction of fencing and gates
 - Construction staging including trailers and other facilities
 - Stockpiling of soils
 - Material storage
 - Excavation
 - Installation of utilities
 - Temporary parking for abutters and contractor
 - Temporary closure of Washington Blvd Easement Road
2. City Garage Unit: all work shown on the approved permit plans including but not limited to
 - Temporary Relocation of City Garage entrance
 - Temporary closure of parking spaces adjacent to planned construction
 - Permanent Alterations to south façade including removal of spandrel panels
 - Installation of fire sprinkler systems
 - Electrical and fire alarm work
 - Plumbing work
 - Alterations to sanitary and storm drainage/venting systems
 - Extension of City Garage Stair #1 to the 6th floor including reroofing
 - Closure of existing south door at first level of City Garage Stair #1
 - Expansion joints between existing and new structure
 - Restriping of specific existing City Garage parking spaces
 - Renumbering of City Garage Spaces

SCHEDULE D

Dates and Times of Stamford Downtown Special Service and Other Events on a portion
of Phase Three Unit (Parcel III)

Year 2013

DSSD

Jazz Up July: Wednesdays 6pm to 12am
July 10, 17, 24, 31 and August 7

Alive at Five: Thursdays 3pm to 12 am
June 20, 27, July 11, 18, 25 and August 1, 8, 15.

Kids in crisis Triathlon – courtesy of DSSD
June 30th

*Set up of portable toilets from June 18 thru August 16 (Serviced on Fridays)
[plus Two storage containers on Phase Four Unit – Parcel IV]*

Contact:

Ms. Lynne Colatrella

Vice President, Events and Marketing, Stamford Downtown

Tel: 293 348-5285

Email: lynne@stamford-downtown.com

Stamford Hospital

Hope In Motion

Friday May 31 – overnight storage of two set-up trucks

June 1, 2 all day event: 20 x 40 tent and portable toilets

Contact:

Ms. K Pollack

Tel: 203 276-2554

Email: kpollack@stamhealth.org

Year 2014

(Similar schedule to be developed)

SCHEDULE E
Insurance Requirements

City of Stamford
Certificates of Insurance Requirements
(Minimum Requirements)

General liability insurance subject to a minimum limit of liability of \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall include, but not be limited to, operations liability, products liability and completed operations, personal injury and advertising liability, products liability and completed operations, personal injury and advertising liability and contractual liability, which cover Indemnities contained in the Agreement.

Automobile liability insurance if motor vehicles are utilized in conjunction with the program. The minimum limit of liability is \$1,000,000 per accident for bodily injury and property damage.

If applicable, Workers' compensation insurance, which complies with Connecticut laws and regulations. Employer's liability, which contains limits of liability of not less than \$100,000 per accident, disease policy limit and disease each employee.

The City of Stamford, the Board of Education (for school-related activities and activities taking place on school grounds), and its/their employees, agents and officers to be designated as additional insureds under the general liability insurance policy.

All insurance maintained by outside organizations shall be primary insurance, not excess or contributory, with respect to any insurance maintained by or on behalf of the City of Stamford and the Stamford Board of Education.

All insurance required hereunder shall contain a provision requiring that the insurance carrier endeavor to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change in policy terms and conditions.

Outside organizations shall provide certificates of insurance, including renewals where appropriate, which evidence the insurance to be maintained by the outside organization pursuant to this insurance provision.

The Certificate Holder should be listed as: City of Stamford, 888 Washington Blvd., Stamford, CT 06904.

To contact Risk Management for permit signature: (203) 977-4083, fax: (203) 977-5072.

**CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT COMMISSION**

CERTIFICATES OF INSURANCE REQUIREMENTS
(minimum requirements)

1. General Insurance, with a minimum limit of liability of \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall include, but not be limited to, operations liability, products liability and completed operations and contractual liability, which insure the indemnity contained in this Agreement.
2. Automobile liability insurance if motor vehicles are utilized in the activity or event. Minimum limit of liability is \$2,000,000 combined single limit per occurrence. For bodily injury and property.
3. Workers' compensation coverage, if applicable, which complies with the Workers' Compensation regulations and statutes of the State of Connecticut.
4. Employer's liability, if applicable.
5. Professional liability insurance, if applicable, subject to a minimum limit of liability of \$2,000,000 per claim accident. This coverage is required of businesses, associations and other similar entities which have a professional component to their activities; e.g., architects, engineers, accountants, etc.
6. The City of Stamford, CT Urban Redevelopment Commission and the City of Stamford and its/their employees, agent and officers are designated as additional insureds under all liability policies except professional liability.
7. All insurance required hereunder shall contain a provision requiring the insurance carrier to endeavor to provide thirty (30) days prior written notice of cancellation, termination or material change in coverage terms and conditions.



INSTR # 2013010920
VOL 10743 PG 146
RECORDED 05/13/2013 03:12:28 PM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK

237

BLOCK NO. 237

Record & Return to:

Patrick Hanna, Esq.
Sandak Hennessey & Greco, LLP
707 Summer Street
Stamford, CT 06901-1026

SIDEWALK EASEMENT

This Agreement entered into this 3rd day of May, 2013 by and between **Trinity Stamford Phase Two LLC**, a Delaware limited liability company with a principal place of business at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 (individually, "Trinity Stamford") and **The Trinity Stamford PSW Condominium Association, Inc.**, a Connecticut non-stock corporation with a principal place of business at c/o Trinity Financial Inc., 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 (individually, the "Association") (collectively, the "Grantor") and the **City of Stamford**, a municipality organized and existing under the laws of the State of Connecticut (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Trinity Stamford is the owner of property generally known as the Phase Two Unit in the Trinity Stamford PSW Condominium (the "Condominium") as more particularly described in the attached **Exhibit A** (the "Property"); and,

WHEREAS, the Association is the governing board of the Condominium; and,

WHEREAS, the GRANTOR AND GRANTEE are all parties to or own Units subject to that certain Declaration of Condominium of The Trinity Stamford PSW Condominium and the Bylaws and Rules and Regulations of such Condominium (the Declaration, Bylaws and Rules and Regulations shall hereinafter, collectively be referred to as the "Declaration"); and,

WHEREAS, on or about August 7, 2012, the Zoning Board of the City of Stamford approved applications of Trinity Stamford (Application Nos. 212-18 & 212-19), requesting

approval of two apartment buildings including a total of 417 dwelling units and approximately 10,838 square feet of ground floor retail space as well as an expansion of the Public Parking Garage with 324 new structured parking spaces, associated site improvements, drive lanes, landscaping and associated walkways and utilities, all as depicted on the application materials and detailed on the Zoning Board's Resolution., the approval resolution being recorded on the Stamford Land Records at Volume 10499 Page 317 (the "Resolution"); and,

WHEREAS, the Resolution requires that a Sidewalk Easement be granted.

NOW THEREFORE, in consideration of the background which is incorporated herein by reference, the mutual covenants, promises and conditions contained herein, Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby received and acknowledged, GRANTOR agrees as follows:

1. Grant of Easement. GRANTOR does hereby give, grant and convey unto the GRANTEE a non-exclusive easement, in common and together with GRANTOR and such other persons or grantees as may hereinafter be given by GRANTOR, or to whom may hereafter be conveyed by GRANTOR, on, across and over those portions of GRANTOR's property as follows: (i) one being described as "Sidewalk Easement" (the "Sidewalk Easement"), and (ii) the other described as "Traveled Way Easement" (the "Right of Way") on a certain map entitled "Exhibit B Depicting Phase Two Easements, The Trinity Stamford PSW Condominium," dated April 18, 2013, prepared by Redniss & Mead, which Map is attached hereto as **Exhibit B** (collectively, hereinafter referred to as "Easement Area(s)"), subject to the terms, conditions and limitations hereinafter contained and further subject to any matters existing of record.

2. Conditions of Easement. GRANTOR hereby conditions this easement and the GRANTEE, for itself, its successors and the general public, accepts this easement herein granted, subject to the matters, restrictions, agreements, limitations and understandings described above and also to the following:

a. The Easement Areas shall be available for the use and enjoyment by the general public. The Sidewalk Easement shall be limited to the purposes of passage and re-passage by individuals traveling on foot, or a device (motorized or non-motorized) provided same is, in each instance, used by an individual with a physical handicap and such device is commonly used upon a public sidewalk by individuals with such physical handicap. The Traveled Way Easement may be used in the same manner as the Sidewalk Easement and, in addition, may be used for the express purpose of constructing and maintaining certain roadway facilities (i.e. curbs and road paving) and for vehicular traffic by the general public.

b. GRANTEE shall have the obligation, to supervise the use of the Easement Areas and promulgate and enforce, as necessary, reasonable rules and regulations regarding use of the Easement Areas

c. GRANTOR reserves the right, subject to review and approval by the GRANTEE, reasonably exercised, to make such other reasonable rules and regulations regarding the conduct of individuals within the Easement Areas. It is understood by both GRANTOR and the GRANTEE that any rule or regulation shall be designed to assure the use and enjoyment of the Easement Areas by the general public and to prevent nuisance or damage to the improvements in and on the Easement Areas and to ensure that no activity taking place on the Easement Areas interferes with GRANTOR'S use of its improvements for their intended purposes and does not interfere with GRANTOR' quiet enjoyment and reasonable use of such improvements.

c. GRANTOR shall have the right, but no obligation, to enforce any rule or regulation regulating the Easement Areas and to supervise the Easement Areas as it relates to use by members of the general public and to exclude from the Easement Areas any individual:

- (i) misusing same;
- (ii) creating a disturbance thereon;
- (iii) conducting any illegal activity;

- (iv) doing damage thereto or not conducting himself or herself in accordance with commonly accepted standards of decency and good conduct.
- (v) violating any established rule or regulation regarding conduct on the Easement Areas.

d. The rights of use granted herein shall be available to the public at all times; provided however, GRANTOR reserves the right on a temporarily basis to close access to the Easement Areas, with GRANTEE'S permission, which shall not be unreasonably withheld, conditioned or delayed, access to all or a portion of the Easement Areas when such closure is required in order to perform:

- (i) necessary maintenance and landscaping;
- (ii) snow removal;
- (iii) construction of improvements on or adjacent to the Easement Areas;
- (iv) security alerts; or
- (v) fire, emergency or disaster recovery.

Provided, however, in each instance the closure shall not be for a period of time longer than is reasonably necessary under the circumstance.

3. Limitations on Grantee's Use. Except as mutually agreed to by the parties or as required by the Declaration, nothing contained in this easement document shall require or allow the GRANTEE to enter upon the Easement Areas for the purposes of constructing any structure or improvement or modifying any landscaping or plant material. GRANTOR agrees to maintain all improvements and landscaping and shall keep the Easement Areas reasonably clear of obstructions, dirt, debris and anything else that may impair its safe and convenient use by members of the public excluding therefrom snow and ice removal which remains the responsibility of the GRANTOR.

4. Indemnification; Insurance. Each party hereto shall indemnify, hold harmless and defend the other party from and against all costs, expenses (including reasonable attorney fees, judgment, losses and cause of actions related to personal injury, death or property damage caused

directly or indirectly by the acts or omissions of the indemnifying party or such party's employees, agents or contractors in the exercise of any rights or duties provided for herein. GRANTOR shall continue, as the owner of the property which includes the Easement Area, to maintain comprehensive liability insurance in accordance with the Declaration.

5. Restoration; Repair and Maintenance. As part of GRANTOR'S property, GRANTOR shall be responsible for the normal repair and maintenance of the Easement Area, including, without limitation, curbing, light fixtures or other facilities used in connection with the Easement Area.

6. Declaration. This Agreement and the parties hereto shall be subordinate to and subject at all times to the provisions, covenants, agreements, restrictions, rules and regulations of the Declaration, as amended and modified.

7. Miscellaneous. a. The GRANTEE agrees that by accepting and recording this document that it will reasonably cooperate with GRANTOR as it relates to enforcement of the rules and regulations which may be established by GRANTOR and to enforce same against the general public as GRANTOR may from time to time request.

b. The words "GRANTOR" and "GRANTEE" shall be deemed to include successors and assigns where the context so requires or permits but shall not include and shall not extend to the right of the GRANTEE to assign rights beyond those designated to the general public.

c. GRANTOR and the GRANTEE recognize and agree that the area subject to the easements granted herein remain the private property of GRANTOR and that GRANTOR may use such areas consistent with its rights as a private property owner so long as such use does not prevent the public from exercising its non-exclusive rights granted hereon in.

[Signatures on next page(s)]

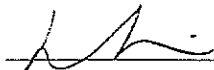
TO HAVE AND TO HOLD, the said granted and bargained rights and easements to the GRANTEE forever, to its own proper use and behoof.

In witness whereof the Grantor has caused these presents to be executed by a duly authorized individual on this 3rd day of May, 2013.

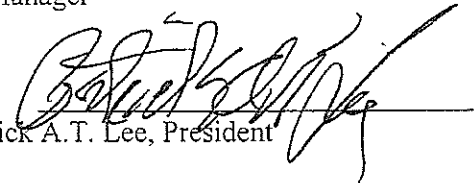
Signed, sealed and delivered
in the presence of:

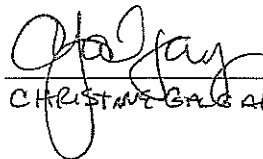
GRANTOR:
TRINITY STAMFORD PHASE TWO
LLC, a Delaware limited liability company

By: Trinity Stamford Phase Two Member LLC,
a Delaware limited liability company, its Sole
Member



Eva Erlich, Witness

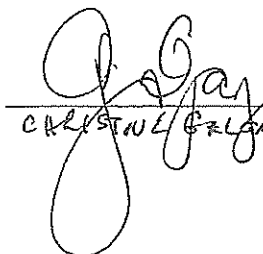
By: Trinity Stamford Phase Two
Manager, Inc., a Massachusetts corporation,
its Manager

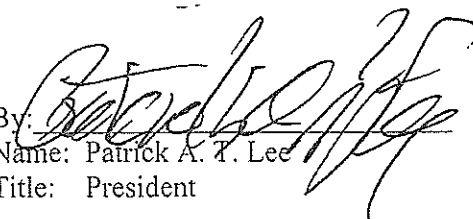
By: 
Patrick A.T. Lee, President


CHRISTINE G. G. G., Witness

THE TRINITY STAMFORD PSW
CONDOMINIUM ASSOCIATION, INC.

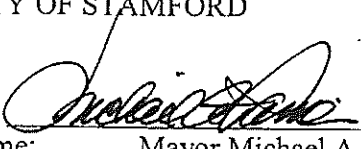

Eva Erlich, Witness

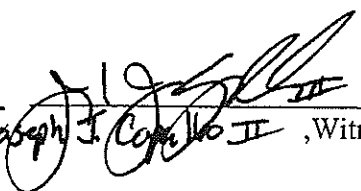

CHRISTINE G. G. G., Witness

By: 
Name: Patrick A. T. Lee
Title: President

GRANTEE:
CITY OF STAMFORD

Gail Okun
Gail Okun, Witness

By: 
Name: Mayor Michael A. Pavia
Title: Mayor


Joseph J. Caputo II, Witness

STATE OF MASSACHUSETTS }
} ss:
COUNTY OF SUFFOLK }

Date: May 2, 2013

Personally appeared Patrick A.T. Lee, the President of Trinity Stamford Phase Two Manager, Inc., the manager of Trinity Stamford Phase Two Member LLC, the Sole Member of Trinity Stamford Phase Two LLC, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.



Terrence Murphy McNeil
Notary Public
My Commission Expires
July 12, 2013

Notary Public / Commissioner of the Superior Court
Date Commission Expires: July 12, 2013

STATE OF MASSACHUSETTS }
} ss:
COUNTY OF SUFFOLK }

Date: May 2, 2013

Personally appeared Patrick A.T. Lee, the President of The Trinity Stamford PSW Condominium Association, Inc. signer and sealer of the foregoing Instrument, and acknowledged the same to be her/his free act and deed, and the free act and deed of said corporation, before me.



Terrence Murphy McNeil
Notary Public
My Commission Expires
July 12, 2013

Notary Public / Commissioner of the Superior Court
Date Commission Expires: July 12, 2013

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

On this _____ day of _____, 2013, before me _____, the undersigned officer, personally appeared the Honorable Michael A. Pavia, who acknowledged himself to be the Mayor of the City of Stamford, a municipality organized and existing under the laws of the State of Connecticut, and that he is authorized to execute the foregoing instrument for the purposes therein contained.

Notary Public / Commissioner of the Superior Court
Date Commission Expires:

STATE OF _____ }
 } ss: _____ Date: _____
 COUNTY OF _____ }

Personally appeared Patrick A.T. Lee, the President of Trinity Stamford Phase Two Manager, Inc., the manager of Trinity Stamford Phase Two Member LLC, the Sole Member of Trinity Stamford Phase Two LLC, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

Notary Public / Commissioner of the Superior Court
Date Commission Expires:

STATE OF _____ }
 } ss: _____ Date: _____
 COUNTY OF _____ }

Personally appeared Patrick A.T. Lee, the President of The Trinity Stamford PSW Condominium Association, Inc. signer and sealer of the foregoing Instrument, and acknowledged the same to be her/his free act and deed, and the free act and deed of said corporation, before me.

Notary Public / Commissioner of the Superior Court
Date Commission Expires:

STATE OF CONNECTICUT) ss: Stamford
COUNTY OF FAIRFIELD)

On this 3rd day of MAY, 2013, before me Joseph J. Caputo the undersigned officer, personally appeared the Honorable Michael A. Pavia, who acknowledged himself to be the Mayor of the City of Stamford, a municipality organized and existing under the laws of the State of Connecticut, and that he is authorized to execute the foregoing instrument for the purposes therein contained.

Notary Public / Commissioner of the Superior Court
Date Commission Expires:

EXHIBIT A
Property Description

ALL THAT CERTAIN real property known and designated as the PHASE TWO UNIT in THE TRINITY STAMFORD PSW CONDOMINIUM, a condominium located in the City of Stamford, County of Fairfield and State of Connecticut. Said PHASE TWO UNIT exists pursuant to, and is more fully defined, identified and described in the Declaration of Condominium of The Trinity Stamford PSW Condominium dated MAY 3, 2013 and recorded on MAY 13, 2013 in Volume 10743 at Page 36 of the Stamford Land Records (the "Declaration"). The real property submitted as a condominium pursuant to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, by said Declaration is more particularly shown on a certain Map entitled "Property Survey Prepared For The Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and the City of Stamford, Connecticut Urban Redevelopment Commission" dated February 19, 2013 and prepared by Redniss & Mead, which Map is filed in the Office of the Town Clerk of the City of Stamford, Connecticut, numbered Map No. 14547 (Map). Said Unit is further described on the survey and plans on file with the Declaration, referred to hereinabove in the said Town Clerk's Office.

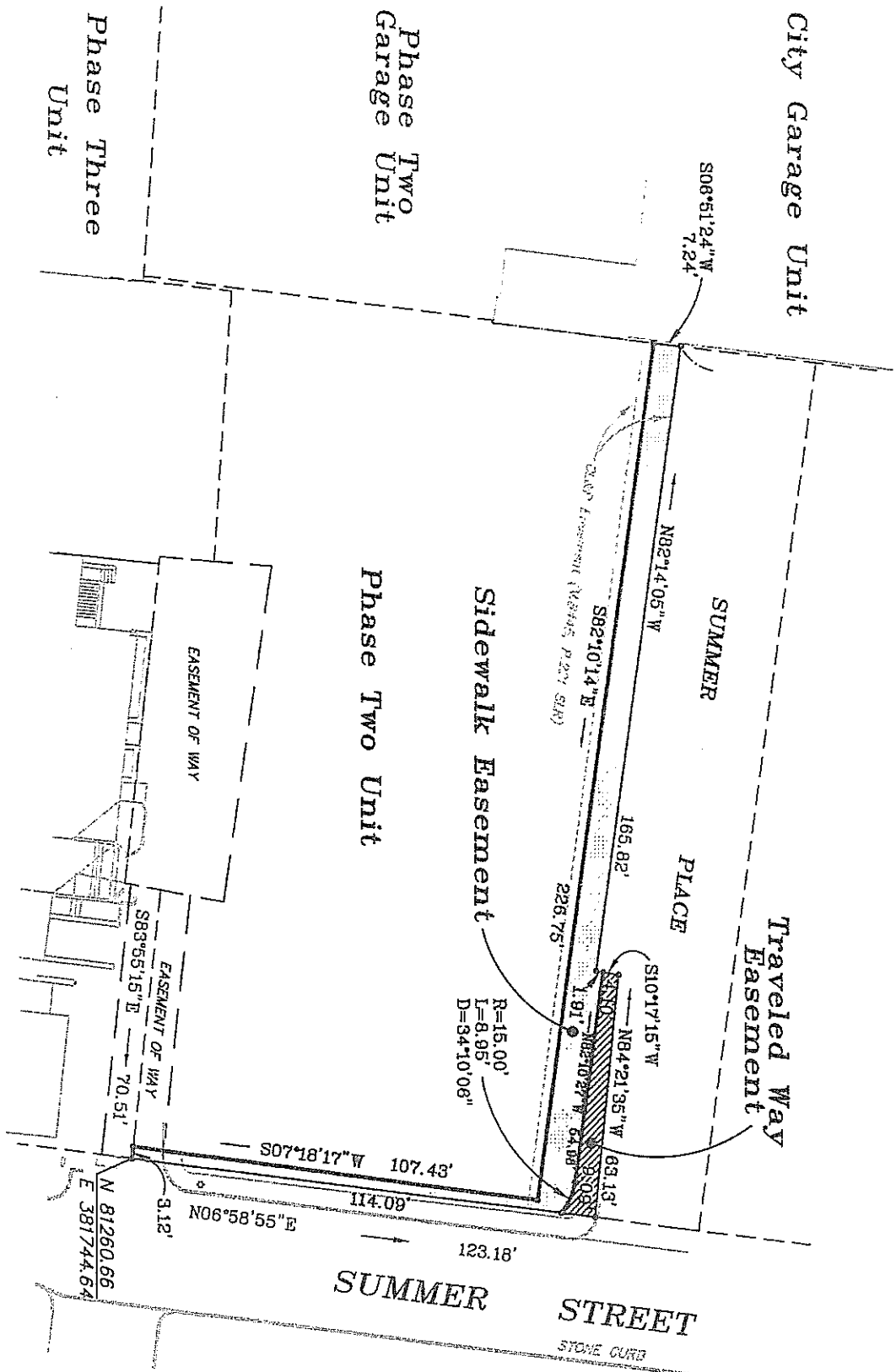
TOGETHER WITH, the easements appurtenant thereto and an undivided interest in the common elements and the right to use certain limited common elements, all as more particularly set forth in the Declaration.

TOGETHER WITH, non-exclusive easements set forth in two deeds from The City of Stamford and the City of Stamford, Connecticut, Urban Redevelopment Commission to 33 Broad Street Associates, LLC recorded in Volume 5082 at Page 279 and Volume 5423 at Page 150 of the Stamford Land Records, but subject to the rights to relocate said easements as set forth in Section 2 of the Settlement Agreement recorded in Volume 5039 at Page 21 of the Stamford Land Records.

TOGETHER WITH a non-exclusive easement shown as "Easement of Way, Bk. 1072, Pg. 297 S.L.R." shown and depicted on a certain map entitled "ALTA/ACSM Land Title Survey Depicting Phase Two, Phase Two Garage & Phase Four Garage Units, The Trinity Stamford PSW Condominium Prepared For Trinity Stamford LLC, Stamford, CT", dated May _____, 2013 by Redniss & Mead, Job No. 3761H-2, and more particularly described in a deed recorded in Book 1072 at Page 297 of the Stamford Land records.

EXHIBIT B
Easement Map

3761H-P2EM





INSTR # 2013024150
VOL 10880 PG 248
RECORDED 10/18/2013 11:25:40 AM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK

237

Please Return to:
Rocco Compitello
Real Estate Department
Northeast Utilities
107 Selden Street
Berlin, CT 06037

237

CL&P File W3046

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, Trinity Stamford Phase Two LLC, Trinity Stamford Garage LLC and The Trinity Stamford PSW Condominium Association, Inc., hereinafter collectively referred to as Grantor, hereby grants to The Connecticut Light and Power Company, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the west side of Summer Street in the City of Stamford, Connecticut, as more particularly described on a map entitled "Easement Map Depicting An Easement In Favor of The Connecticut Light and Power Company Prepared for Trinity Stamford LLC, Stamford, CT, Date: 7/24/2013, Scale: 1" = 30', CL&P File W3046" which map has been on or will be filed in the office of the Town Clerk of said Stamford of Stamford, Connecticut, which map has been filed as Map No. 145-36 in the office of the Town Clerk of the City of Stamford, Connecticut

The Grantor agrees, except with the written permission of the Grantee, that: except for those improvements shown on the above-referenced plan; provided, however, that said improvements do not interfere with Grantee's access to or operation and maintenance of Grantee's facilities ("Permitted Improvements"), that:

(i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises; and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor. Grantor, its heirs, successors, assigns and agents, shall contact Call Before You Dig prior to commencing installation of said Permitted Improvements.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include) the following: (a) any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement and (b) any damage to any Permitted Improvements resulting from the Grantee's exercise of its rights hereunder to access the Easement Area and/or to construct, maintain, replace, relocate, remove and rebuild Grantee's facilities.

The Grantee, by acceptance of this instrument, agrees that, upon request of the Grantors and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantors any part of said electric distribution system which the Grantors may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantors, the Grantors' agents or employees.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

Please Return to
Rocco Compitello
Real Estate Department
Northeast Utilities
107 Selden Street
Berlin, CT 06037

CL&P File W3045

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

Please Return to:
Rocco Compitello
Real Estate Department
Northeast Utilities
107 Selden Street
Berlin, CT 06037

CL&P File W3046

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) _____ hand(s) and seal(s) to be affixed
this 11th day of October, 2013.

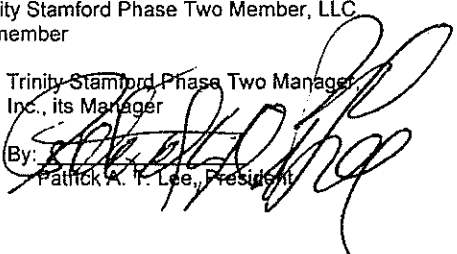
Signed, sealed and delivered in the presence of:

GRANTOR:

TRINITY STAMFORD PHASE TWO LLC

By: Trinity Stamford Phase Two Member, LLC,
its member

By: Trinity Stamford Phase Two Manager
Inc., its Manager

By: 
Patrick A. T. Lee, President

TRINITY STAMFORD GARAGE LLC

By: Trinity Stamford Garage Member, LLC,
its member

By: Trinity Stamford Garage Manager, Inc.,
its Manager

By: 
Patrick A. T. Lee, President

**THE TRINITY STAMFORD PSW CONDOMINIUM
ASSOCIATION, INC.**

 (L.S.)
Patrick A. T. Lee, President

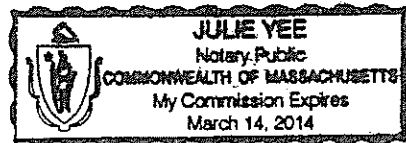
ACKNOWLEDGMENT

STATE OF Massachusetts
COUNTY OF Suffolk

S.S. _____

On this 11th day of October, 2013 before me, the undersigned officer, personally appeared Patrick A.T. Lee, as President of Trinity Stamford Phase Two Manager, Inc., as the manager of Trinity Stamford Phase Two Member, LLC, as a member of Trinity Stamford Phase Two LLC, who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.



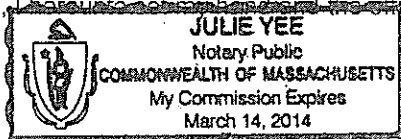
Julie Yee
Notary Public - Seal Required
My Commission Expires March 14, 2014

STATE OF Massachusetts
COUNTY OF Suffolk

S.S. _____

On this 11th day of October, 2013 before me, the undersigned officer, personally appeared Patrick A.T. Lee, as President of Trinity Stamford Garage Manager, Inc., as the manager of Trinity Stamford Garage Member, LLC, as a member of Trinity Stamford Garage LLC, who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.



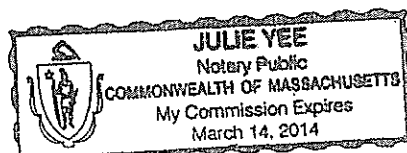
Julie Yee
Notary Public - Seal Required
My Commission Expires March 14, 2014

STATE OF Massachusetts
COUNTY OF Suffolk

S.S. _____

On this 11th day of October, 2013 before me, the undersigned officer, personally appeared Patrick A. T. Lee, as President of The Trinity Stamford PSW Condominium Association, Inc. who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.



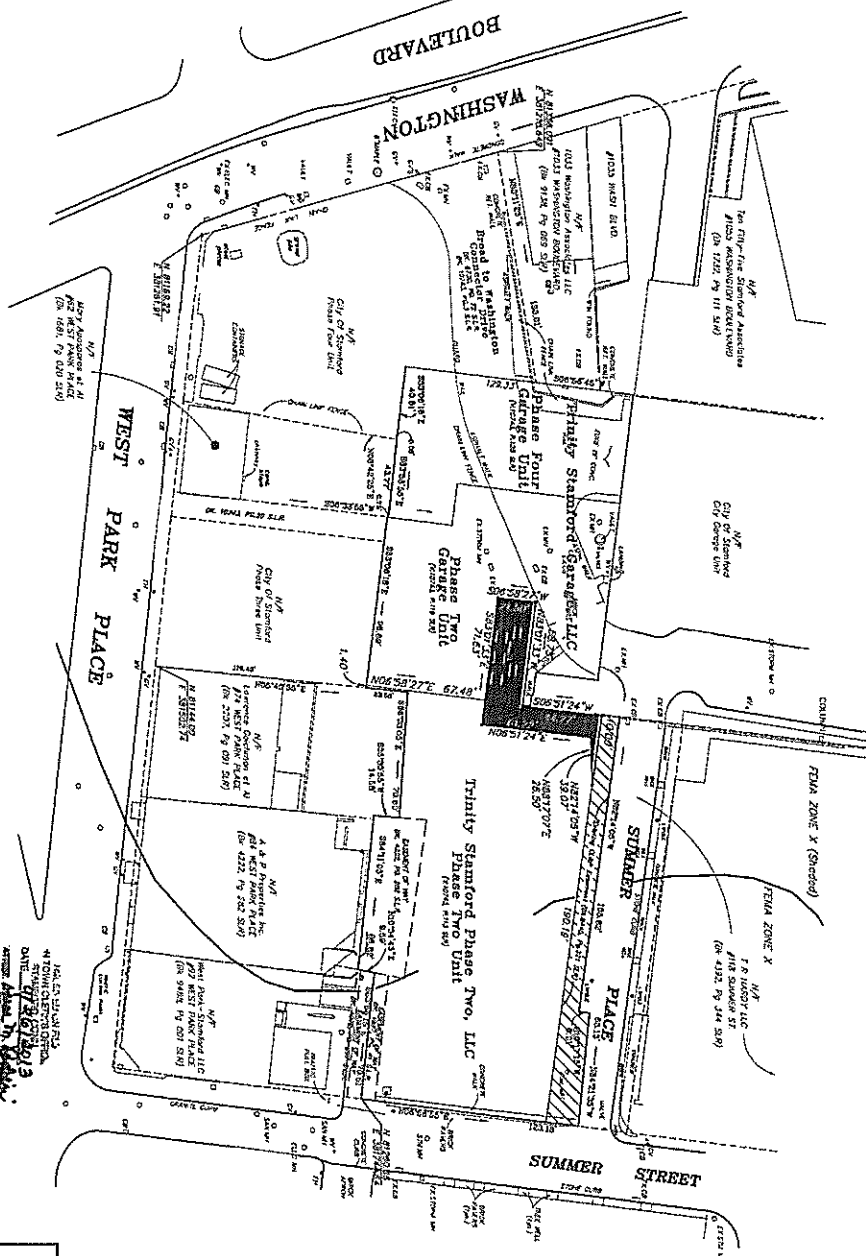
Julie Yee
Notary Public - Seal Required
My Commission Expires March 14, 2014

THIS IS AN ORIGINAL
MYLAR PRODUCED
FOR FILING ON THE
LAND RECORDS
Redniss & Mead

9/26/13

Trap 14576

Block 236, 237



NAME: MATHIAS, J
 VOL: 14378 PG: 2
 REFNO: 03/27/91 DB: 04/12/91
 CTRY: 104121
 CITY: TAMPA FL
 FLORIDA
 036 237

REC'D CIVIL RIGHTS
4 TOWN CLERK'S OFFICE
STANDARD FORM
DATE 07/26/2013
ATTORNEY: David M. [Signature]
CIVIL RIGHTS

Approved for submission and copy

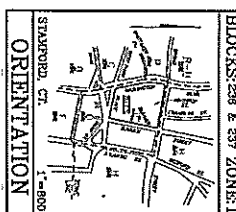
on 9-25-13 by A. A. A. A. A. A.
Approved by the Steward Working Board for 2013 purposes

$$a_1 \frac{9-24f-1}{2}$$

NOTES:

- [illegible]

OAKTREE CRACKLE FUDGE 12 MG



BLOCKS: 236 & 237 ZONE: D

CL&P File No. W3046

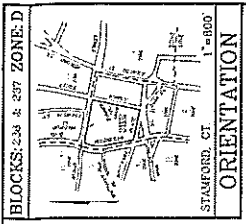
EASEMENT MAP
 DEPICTING AN EASEMENT IN FAVOR OF
Connecticut Light & Power Company

TRINITY STAMFORD LLC

STAFF

ORD LLC

Neuhaus & Mead
 10000 Parkview Dr., Suite 100, Dallas, TX 75244
 Tel: 214/343-1111 Fax: 214/343-1112
 E-mail: info@neuhaus.com



NOTES:

- The project was developed in accordance with the provisions of the Stamford Planning Board's Comprehensive Zoning Ordinance and the Stamford Planning Board's Subdivision Ordinance. The project is located in Block 238, Zone D, and is subject to the provisions of the Stamford Planning Board's Comprehensive Zoning Ordinance and the Stamford Planning Board's Subdivision Ordinance.
- The project is located in Block 238, Zone D, and is subject to the provisions of the Stamford Planning Board's Comprehensive Zoning Ordinance and the Stamford Planning Board's Subdivision Ordinance.
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Approved for submission and filing

Approved by the Stamford Planning Board for PSW

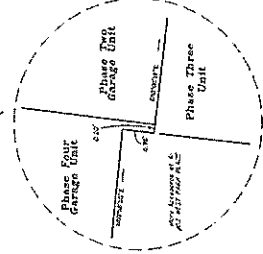
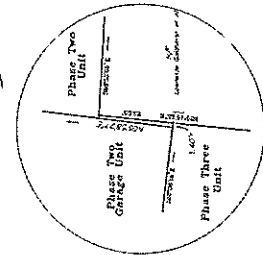
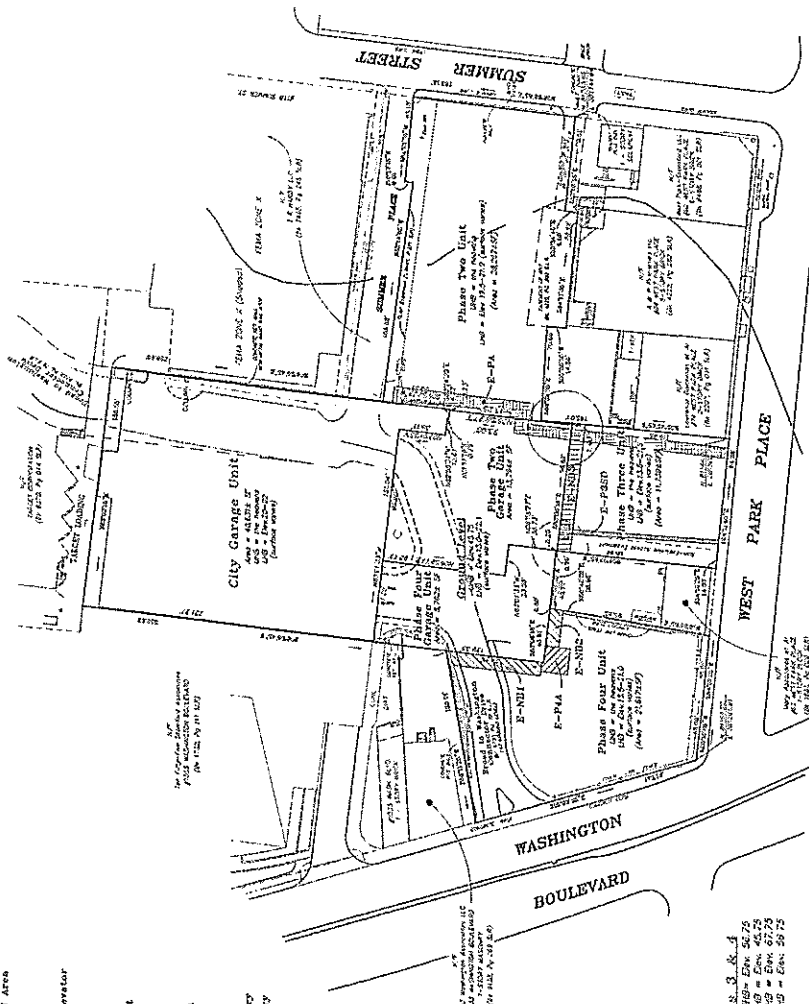
on 7-30-15 by [Signature]

Sheet 1 of 2

PROPERTY SURVEY
PREPARED FOR THE DECLARATION OF
The Trinity Stamford PSW Condominium
City of Stamford, Connecticut
Urban Redevelopment Commission

Redniss & Mead

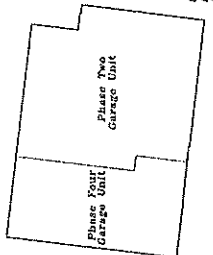
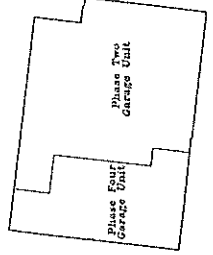
STAMFORD, CT
BLOCK 238, ZONE D
SUBDIVISION



- LEGEND
- E-NB1 & 2 = Phase Four Unit No Build Area
 - E-NB2 = Phase Three Unit No Build Area
 - E-NB3 = Phase Four Unit Elevator and Stairwell Northside Area
 - E-NB4 = Pedestrian Access Easement
 - E-PASD = Phase Three Stairwell Easement
 - UMB = Upper Horizontal Boundary
 - LHB = Lower Horizontal Boundary

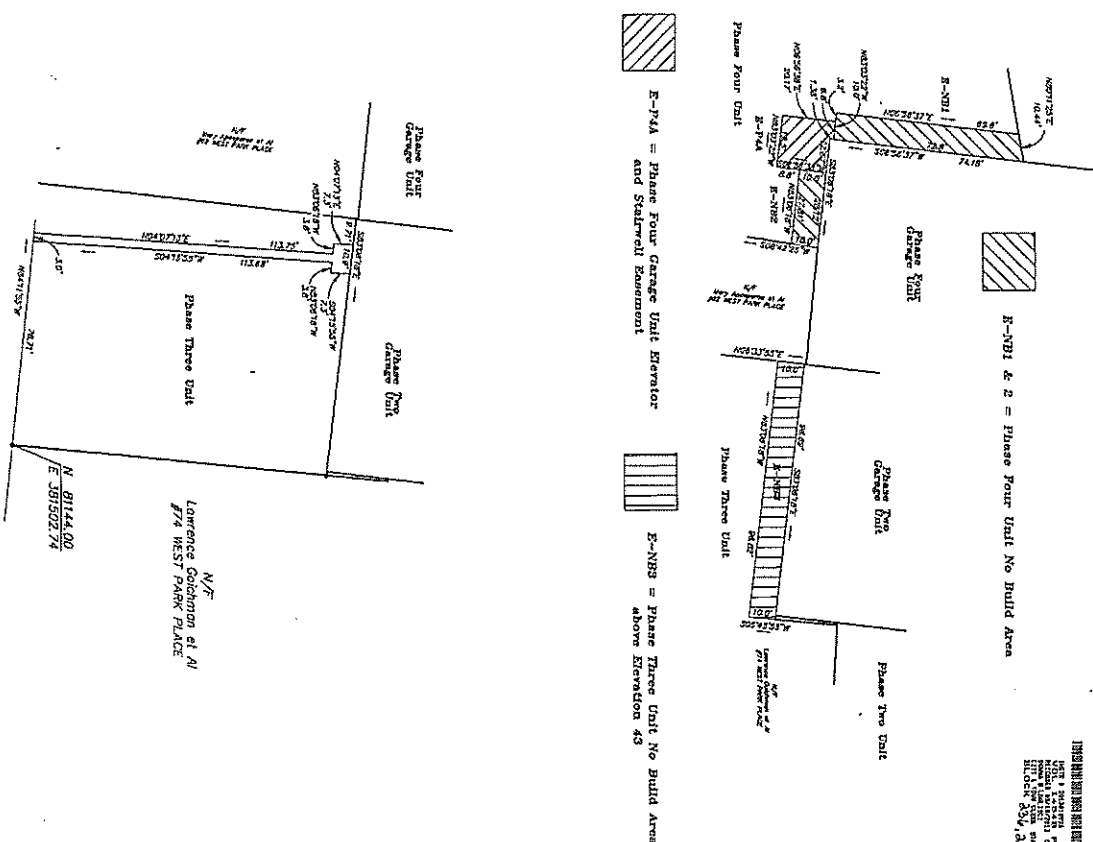
Levels 3 & 4
Level 3: UMB = Elev. 56.75
Level 4: LHB = Elev. 56.75
Level 5: UMB = Elev. 56.75
Level 6: LHB = Elev. 56.75

Levels 5 & 6
Level 5: UMB = Elev. 73.75
Level 6: LHB = Elev. 73.75
Level 7: UMB = Elev. 73.75
Level 8: LHB = Elev. 73.75



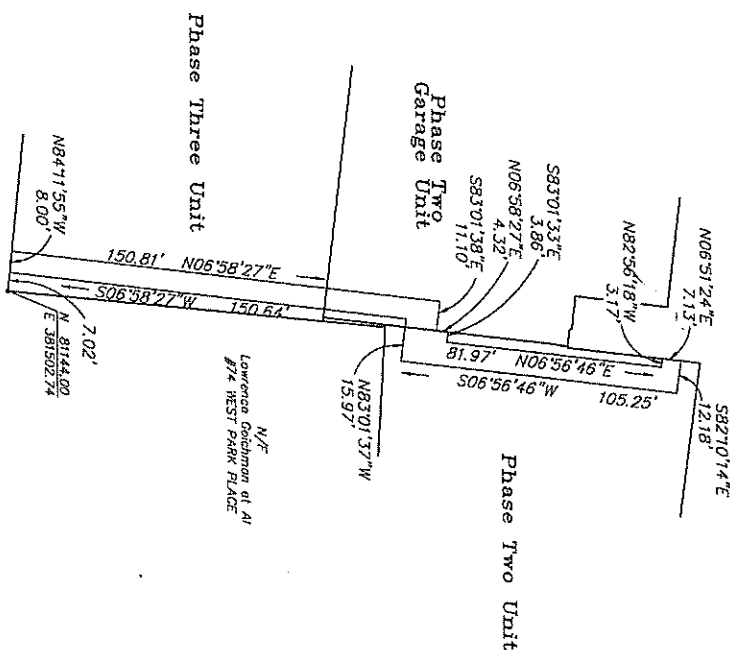
Redniss & Mead
LAND RECORDS
FILE IN ANY ORIGINAL
BOOK RECORD

Phase Three Storm Drain Easement



DATE: 2014/07/14 P. 01
VOL. 147-4-10
MICROFILMED BY: 2014/07/14
FROM: 147-4-10
EFFECT: 147-4-10
BLOT: 236, 237

City Garage Unit



STAMFORD, CT
1-800-
ORIENTATION

BLOCKS 236 & 237 ZONE D

Pedestrian Access Easement

Approved for submission and filing

on 05-01-13 by J. Macdonald
Approved by the Stamford Planning Board for filing purposes

on 4-30-12 by Shirley Adick

PROPERTY SURVEY
PREPARED FOR THE DECLARATION OF
The Trinity Stamford, PSW Condominium
BY THE
City of Stamford and the
City of Stamford Connecticut
Urban Redevelopment Commission

2 EXHIBIT B 2
PAGE 2 OF 3

NAME IN FULL	ORDER IN
NAME	NO
1st of 40	

IN-40-000100



INSTR # 2016001625
VOL 11411 PG 177
RECORDED 02/01/2016 12:01:32 PM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK 237

Block Number 237

Record and Return to:

Carmody Torrance Sandak & Hennessey LLP
Attention: Patrick J. Hanna
707 Summer Street
Stamford, CT 06901

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") made as of January 27, 2016, by and between CITY OF STAMFORD, a Municipal Corporation lying within the County of Fairfield and State of Connecticut, acting herein by its duly authorized Mayor, David R. Martin and the CITY OF STAMFORD CONNECTICUT URBAN REDEVELOPMENT COMMISSION, a public body corporate established pursuant to ordinances of the Board of Representatives of the City of Stamford under the Charter of the City of Stamford and the General Statutes of the State of Connecticut and having its office at 888 Washington Boulevard, Stamford, Connecticut, The Trinity Stamford PSW Condominium Association, Inc., a Connecticut non-stock corporation with a principal place of business at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 (collectively, the "Owner") and STAMFORD PHASE FOUR JV LLC, a Delaware limited liability company with a principal place of business at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110 (the "Grantee").

RECITALS:

WHEREAS, Owner is the owner of improved real property commonly known as the Phase Three Unit, a unit in The Trinity Stamford PSW Condominium, Stamford, Connecticut as more particularly described on Schedule A attached hereto (the "Property").

WHEREAS, Grantee is the owner of certain real property commonly known as the Phase Four Unit, a unit in The Trinity Stamford PSW Condominium as more particularly described on Schedule B attached hereto (the "Grantee Property");

WHEREAS, Grantee is presently undertaking certain construction improvements to the Grantee Property pursuant to the Second Amendment to the Contract For Sale of Land Reuse Parcels 19 and 19B Park Square West LLC (the "LDA") which will require the use of the Property by Grantee for construction, staging of construction materials and equipment including storage of soils, construction and temporary parking;

WHEREAS, The Trinity Stamford PSW Condominium Association, Inc., is the Association entity of the Condominium of The Trinity Stamford PSW

Condominium recorded on May 13, 2013 in the Stamford Land Records in Volume 10743 at Page 36, (herein the "Association") and consents to the within agreements; and

WHEREAS, the aforesaid construction improvements to the Property and the Grantee Property will be for the benefit of the Property and Grantee Property;

NOW, THEREFORE, in consideration of the foregoing, the covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Owner hereby gives, grants and conveys to the Grantee a non-exclusive temporary easement to enter in and on the Property to store and stage construction equipment and materials and soils, conduct such construction activities on the Property and to park vehicles on a temporary basis on the Property in accordance with the parameters and scope of activity and use attached hereto and made a part hereof as Schedule C (the "Construction Activities") in common and together with the Grantor and such other persons or grantees as may hereinafter be given by the Grantor, or to whom may hereafter be conveyed by the Grantor, similar rights-of-way and non-exclusive easements, on, across and over the Property (hereinafter the "Easement Area"), subject to the terms and conditions hereinafter contained and subject to the existing easement rights existing of record.

2. Maintenance; Termination of Easement. Said equipment, stockpiles and materials shall be maintained in good condition and repair at Grantee's sole cost and expense. This easement shall terminate upon the mutual agreement of the parties hereto or upon the completion of the buildings and improvements on the Grantee's Property and the issuance of a Certificate of Compliance from the Owner and a Certificate of Occupancy from the building department of the City of Stamford for the buildings and improvements erected on Grantee's Property.

3. Insurance. The Grantee has provided Owner with copies of certificates of insurance attached hereto as Schedule D.

4. Approvals and Licenses. In performing the Construction Activities, Grantee and its agents will comply with all applicable laws, statutes, regulations, rules and ordinances, and will conduct their work in a reasonable and workmanlike manner.

5. Indemnification. Grantee shall defend, indemnify and hold Owner 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 Grantee and

its agents in the performance of the Construction Activities or the presence of Grantee or its agents on the Property, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of Owner and its employees, agents or contractors.

6. No Assumption of Risk. Grantee acknowledges and agrees that Owner assumes no liability to Grantee or its agents or representatives or any other person at the Premises for any injury (including death) to persons or damage to or loss of property suffered on the Premises resulting from or relating in any way to the performance of the Construction Activities or the presence of Grantee or its agents, contractors, employees or other third parties under the control of or hired by Grantee on the Premises.

7. Restoration. In consideration of Owner permitting Grantee to conduct and perform the Construction Activities and thereby encroaching into and upon the Property, Grantee agrees to restore the Property to its original condition at Grantee's sole cost and expense except for such areas of the Property that Grantee and Grantor have agreed to alter pursuant to the LDA. Any work performed, actions taken or maintenance in or around the Property including, but not limited to, the Construction Activities shall be performed in a commercially reasonable time frame and any damage or disruption to the Property caused by the Grantee, or its employees, contractor(s), agents or other third parties under the control of or hired by the Grantee, shall be promptly repaired and the Property restored to the condition prior to said work, maintenance and/or Construction Activities (except with respect to areas of the Property that Grantee and Grantor have agreed to alter pursuant to the LDA) at the sole cost and expense of the Grantee.

8. Association. The Association by joining in the execution of this Agreement, does so solely to consent to the agreements and undertakings by and between the Owner and the Grantee with respect to the Property as it may affect the common elements of The Trinity Stamford PSW Condominium, shall be deemed a third-party beneficiary hereof and shall have no liabilities or obligations whatsoever under or arising from this Agreement.

9. Miscellaneous. This Agreement may be executed in several counterparts, or by execution of counterpart signature pages, which may be attached to one or more counterparts. All executed counterparts shall constitute one agreement, binding on all the parties hereto, notwithstanding that all parties are not a signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed by any party wheresoever such party is located, and may be delivered by facsimile transmission, and any such facsimile transmitted signature page may be attached to one or more counterparts of this Agreement and shall have the same force and effect, and be as binding, as original signatures executed and delivered in person. This Agreement shall be governed by the laws of the State of Connecticut.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever or be deemed a conveyance or limitation of any development right created by any planning, zoning or land use regulation or otherwise, it being the intention that any grant created herein will be strictly limited to the purposes expressed herein.

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.

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.

The easement created herein constitutes the entire intent of the parties and any prior understanding or representation of any kind preceding the date of this easement shall not be binding on any party except to the extent incorporated herein.

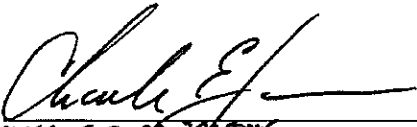
Any modification of the easement created herein or additional obligation assumed by any party in connection with the easement shall be binding only if evidenced in writing signed by both parties or an authorized representative of each party.

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.

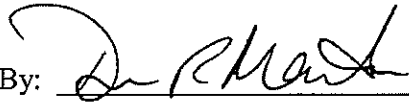
[SIGNATURE PAGES ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:


OWNER:
CITY OF STAMFORD



CHARLES E. JOHNSON, Witness

By: 

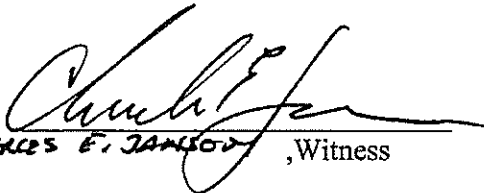
David Martin, Mayor

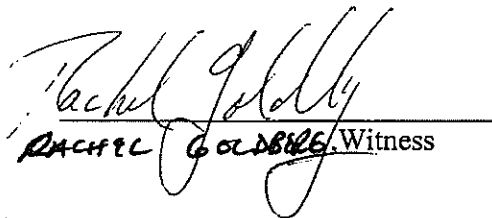


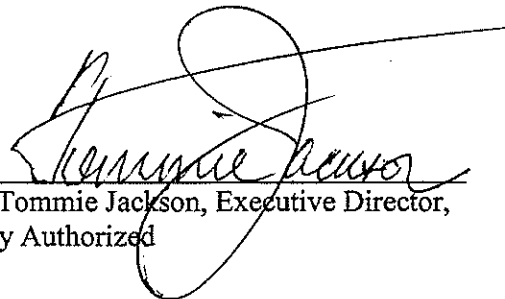
CHRIS DECASPERA, Witness

Signed, sealed and delivered in the presence of:

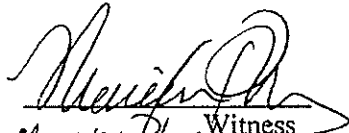
OWNER:
CITY OF STAMFORD,
CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION


CHARLES E. JANSON, Witness


RACHEL GOLDBERG, Witness

By: 
Dr. Tommie Jackson, Executive Director,
Duly Authorized


Signed, sealed and delivered in the presence of:

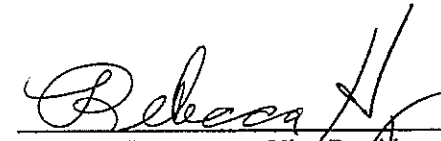

Maixuan Phan Witness

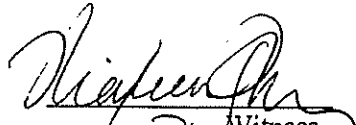
GRANTEE:
STAMFORD PHASE FOUR JV LLC, a Delaware limited liability company

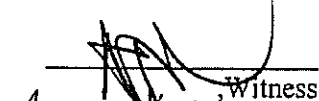
By: Trinity Stamford Phase Four Member LLC,
its managing member

By: Trinity Stamford Phase Four Manager, Inc.,
its sole member

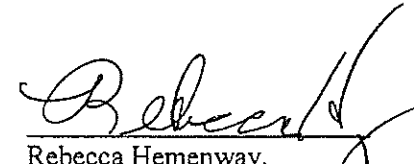

Andrea White Witness

By: 
Rebecca Hemenway, Vice President


_____, Witness
Mai Xuan Phan


_____, Witness
Andre White

ASSOCIATION
THE TRINITY STAMFORD PSW CONDOMINIUM
ASSOCIATION, INC., a Connecticut non-stock
corporation

By: 

Rebecca Hemenway,
Secretary, Duly Authorized

(Acknowledgements on following pages)

STATE OF CONNECTICUT}

```
} ss: Stamford
```

COUNTY OF FAIRFIELD }

On January 27, 2016, 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 limited liability company before me.

[Signature]

Commissioner of the Superior Court

~~or Notary Public~~


~~of Notary Public~~
Chris DeNascha 4/19/79


STATE OF CONNECTICUT}

} ss: Stamford

COUNTY OF FAIRFIELD}

On January 22, 2016, personally appeared Tommie Jackson, Executive Director of City of Stamford, Connecticut Urban Redevelopment Commission, signer and sealer of the foregoing Instrument, and acknowledged the same to be her/his free act and deed, and the free act and deed of said corporation, before me.

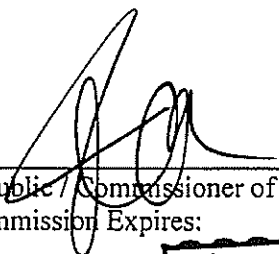

~~CHARLES E. JANSON~~
~~Commissioner of the Superior~~
~~Court or Notary Public~~
my COMMISSION EXPIRES 12-28-18



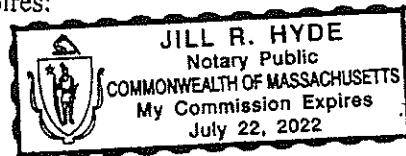
COMMONWEALTH OF MASSACHUSETTS
STATE OF }

COUNTY OF SUFFOLK } ss:

On January 25, 2016, personally appeared Rebecca Hemenway, the Vice President of Trinity Stamford Phase Four Manager, Inc., the sole member of Trinity Stamford Phase Four Member LLC, the managing member of Stamford Phase Four JV LLC, signer and sealer of the foregoing Instrument, and acknowledged the same to be her free act and deed, and the free act and deed of said corporation, before me.



Notary Public / Commissioner of the Superior Court
Date Commission Expires:



COMMONWEALTH OF MASSACHUSETTS
STATE OF }

COUNTY OF SUFFOLK } ss:

On January 23, 2016, personally appeared Rebecca Hemenway, the Secretary of The Trinity Stamford PSW Condominium Association, Inc., signer and sealer of the foregoing Instrument, and acknowledged the same to be her free act and deed, and the free act and deed of said corporation, before me.


Notary Public / Commissioner of the Superior Court
Date Commission Expires


SCHEDULE A

Grantor Property Description

ALL THAT CERTAIN piece, parcel or tract of land, situated in the City of Stamford, County of Fairfield and State of Connecticut, and further described as the **PHASE THREE UNIT** in The Trinity Stamford PSW Condominium, a condominium located in the City of Stamford, County of Fairfield and State of Connecticut. Said Phase Three Unit exists pursuant to, and is more fully defined, identified and described in the Declaration of Condominium of The Trinity Stamford PSW Condominium dated May 3, 2013 and recorded on May 13, 2013 in Volume 10743 at Page 36 of the Stamford Land Records (the "Declaration"). The real property submitted as a condominium pursuant to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, by said Declaration is more particularly shown on a certain Map entitled "Property Survey Prepared For The Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and the City of Stamford, Connecticut Urban Redevelopment Commission" dated February 19, 2013 and prepared by Redniss & Mead, which Map is filed in the Office of the Town Clerk of the City of Stamford, Connecticut, numbered Map No. 14547 and 14548. Said Phase Three Unit is further described on the survey and plans on file with the Declaration, referred to hereinabove in the said Town Clerk's Office.

SCHEDULE B
Grantee Property Description

ALL THAT CERTAIN piece, parcel or tract of land, situated in the City of Stamford, County of Fairfield and State of Connecticut, and further described as **PHASE FOUR UNIT** in the **TRINITY STAMFORD PSW CONDOMINIUM**, a condominium located in the City of Stamford, County of Fairfield and State of Connecticut. Said Phase Three Unit exists pursuant to, and is more fully defined, identified and described in the Declaration of Condominium of The Trinity Stamford PSW Condominium dated May 3, 2013 and recorded on May 13, 2013 in Volume 10743 at Page 36 of the Stamford Land Records (the "Declaration"). The real property submitted as a condominium pursuant to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, by said Declaration is more particularly shown on a certain Map entitled "Property Survey Prepared For The Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and the City of Stamford, Connecticut Urban Redevelopment Commission" dated February 19, 2013 and prepared by Redniss & Mead, which Map is filed in the Office of the Town Clerk of the City of Stamford, Connecticut, numbered Map No. 14547 and 14548. Said Phase Three Unit is further described on the survey and plans on file with the Declaration, referred to hereinabove in the said Town Clerk's Office.

SCHEDULE C
Scope of Construction Activities

1. Phase Three Unit: All work shown on, but limited to that on or pursuant to the logistics plan attached hereto, including:
 - Temporary construction fencing and gates
 - Construction staging including trailers and other facilities
 - Stockpiling of soils
 - Material storage
 - Installation of temporary utilities
 - Temporary parking for abutters (i.e. Curley's) and contractor and an insurance certificate evidencing primary coverage shall be provided for their respective use of the Phase Three Unit prior to entry on the Phase Three Unit.

SCHEDULE D
Insurance Certificate

Original Insurance Certificates are on file and will be maintained with the City of Stamford and the Stamford Urban Redevelopment Commission.

Return to:
Department of Transportation
District III Maintenance Office
140 Pond Lily Avenue
New Haven, CT 06515-1106

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is entered into by and between CITY OF STAMFORD, a Connecticut municipality (the "City"), with a principal place of business at 888 Washington Boulevard, Stamford, Connecticut, acting herein by David Martin, its duly authorized Mayor, and the STATE OF CONNECTICUT acting herein by and through Paul Holmes, District 3 Maintenance Special Service Manager for the Department of Transportation (the "State") with an address of 140 Pond Lily Avenue, New Haven, Connecticut.

WHEREAS, the City wishes to make certain improvements (Park Square West Phase IV) within the State Right of Way along Washington Boulevard (State Highway 137), at or near its intersection with Main Street;

WHEREAS, the State requires the City to perform certain maintenance functions with regard to said improvements, and to provide certain protections to the State;

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. The City hereby agrees to maintain in good condition all appurtenances that it installs within the State Right of Way, including, but not limited to the painting, replacement, and general maintenance of the granite curbing, brick sidewalks, sidewalk pavers, tree grates, trees, decorative street lights and electrical conduits;

2. The City agrees to maintain in good condition, and to repair and replace curbing, sidewalks and all other structures and appurtenances which it constructs within the State Right of Way; and

3. The City shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and

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DONNA M. LOBELSKI CITY & TOWN CLERK STAMFORD CT



against any and all (1) Claims arising, directly or indirectly, in connection with this Maintenance Agreement, including the acts of commission or omission (collectively, the "Acts") of the City; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims or Acts arising out of this Maintenance Agreement. The City shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State. The City shall carry and maintain at all times during the term of this Maintenance Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Maintenance Agreement to be executed as set forth below.

CITY OF STAMFORD

Approved as to Form
Corporation Counsel

By: 

Date 3/27/2014

By: 

Name: David Martin

Title: Mayor

Duly Authorized

Date signed: 3/21/16

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

By: 

Name: Michael Kanios

Title: Supervising Service Agent, District 3

Duly Authorized

Date signed: 4/2/16



Please Return to:
Rocco Compitello
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

INSTR # 2017008184 VOL 11732 PG 219 RECD 05/16/2017 11:53:25 AM
DONNA M LOGLISCI CITY & TOWN CLERK STAMFORD CT
BLOCK 236 237 File No. W16052

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, TRINITY STAMFORD PSW CONDOMINIUM ASSOCIATION, INC., hereinafter called Grantor, hereby grants to THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS the perpetual right to construct, operate, maintain, repair, replace, relocate, remove and rebuild on, across, over, through and under the land hereinafter described herein (Easement Area(s)), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, and street lighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the west side of Summer Street in the City of Stamford, Connecticut, as more particularly described on a map entitled "Easement Map Depicting Easement Area to be Granted to The Connecticut Light and Power Company d/b/a Eversource Energy Prepared for Trinity Stamford PSW Condominium Association, Inc., Stamford, CT", Scale: 1" = 30', Date: 8/17/2016, Raymond L. Redniss CT LS #10046, March 23, 2017, CL&P File No. W16052, which map has been filed in the office of the City Clerk of said City of Stamford, Connecticut, as Map No. 14874.

The Grantor agrees, except with the written permission of the Grantee, that: (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises; and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantor agrees, at its sole expense, to supply a trench within the Easement Area in accordance with the Grantee's specifications to allow for the installation of the Grantee's facilities within the Easement Area. The Grantor, STAMFORD PHASE FOUR JV LLC, the owner of the Phase Four Unit (the "Phase Four Unit Owner") and Grantee further agree that the portion of the Easement Area located within the Phase Four Unit area that is shown on the attached sketch, shall be limited to 36 vertical inches. In constructing any trench for Grantee's use within the 36-inch limitation area, Phase Four Unit Owner will be responsible, at its sole expense, for compliance with (i) said 36-inch vertical restriction; all other restrictions and/or requirements set by the Connecticut Department of Energy and Environmental Protection ("DEEP") from time to time; and all other applicable laws with regard to said trenching and trench including any installation of any underground facilities within the said 36-inch area. At all times during the term of this easement and for a reasonable period of time thereafter, the Phase Four Unit Owner and its successors and assigns shall be, at its sole expense, solely responsible for the installation and maintenance of whatever warning tape, warning wire and/or the like is needed to comply with said DEEP requirements and restrictions and/or to properly identify for the benefit of the Grantee and its representatives the depth and location of that 36-inch vertical restriction within said trench and all other related restrictions and requirements. Phase Four Unit Owner and its successors and assigns shall indemnify, defend and hold harmless the Grantee, its parent and affiliates, its and their contractors and agents and their respective employees, officers, successors and assigns from and for any and all claims, fines, judgments, costs and all other expenses and liabilities caused by, arising from and/or resulting from the noncompliance of or by the Grantor and/or the Phase Four Unit Owner (including its successors and assigns) with any of the foregoing requirements, restrictions and laws.

The Grantee further agrees, by the acceptance of this Easement, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or street lighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Please Return to:
Rocco Compitello
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

File No. W16052

Please Return to:
Rocco Compitello
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

File No. W16052

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) her hand(s) and seal(s) to be affixed this 5th day of May, 2017.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Print/Sign J. R. Hyde

[Signature]
Witness Print/Sign Nellie Andrade

TRINITY STAMFORD PSW CONDOMINIUM
ASSOCIATION, INC.

[Signature] (L.S.)
By Rebecca Hemmings
President - Secretary

ACKNOWLEDGMENT

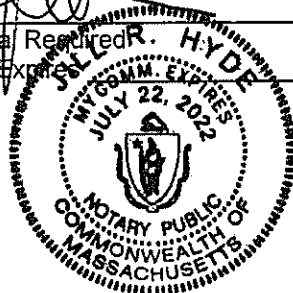
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

S.S. _____

On this 3 day of May, 2017 before me, the undersigned officer, personally appeared Rebecca Hemmings for TRINITY STAMFORD PSW CONDOMINIUM ASSOCIATION, INC. who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

[Signature]
Notary Public Seal Required.
My Commission Expires JULY 22, 2022


Please Return to:
Rocco Compitello
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

File No. W16052

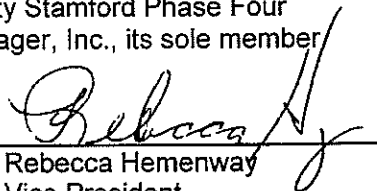
JOINDER BY PHASE FOUR UNIT OWNER

THE UNDERSIGNED HEREBY JOINS IN THE FOREGOING EASEMENT FOR THE LIMITED PURPOSE OF ACKNOWLEDGING AND AGREEING TO ITS AGREEMENTS AND OBLIGATIONS IN THE FOURTH PARAGRAPH THEREOF.


STAMFORD PHASE FOUR JV LLC, a Delaware limited liability company

By: Trinity Stamford Phase Four Member LLC,
its managing member

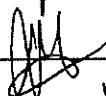
By: Trinity Stamford Phase Four
Manager, Inc., its sole member

By: 
Rebecca Hemenway
Vice President

Witness


Jill R. Hyde

Witness


Nellie Andrade

COMMONWEALTH OF MASSACHUSETTS)

) SS.

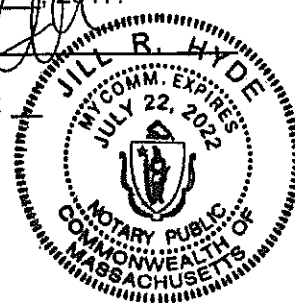
COUNTY OF SUFFOLK)

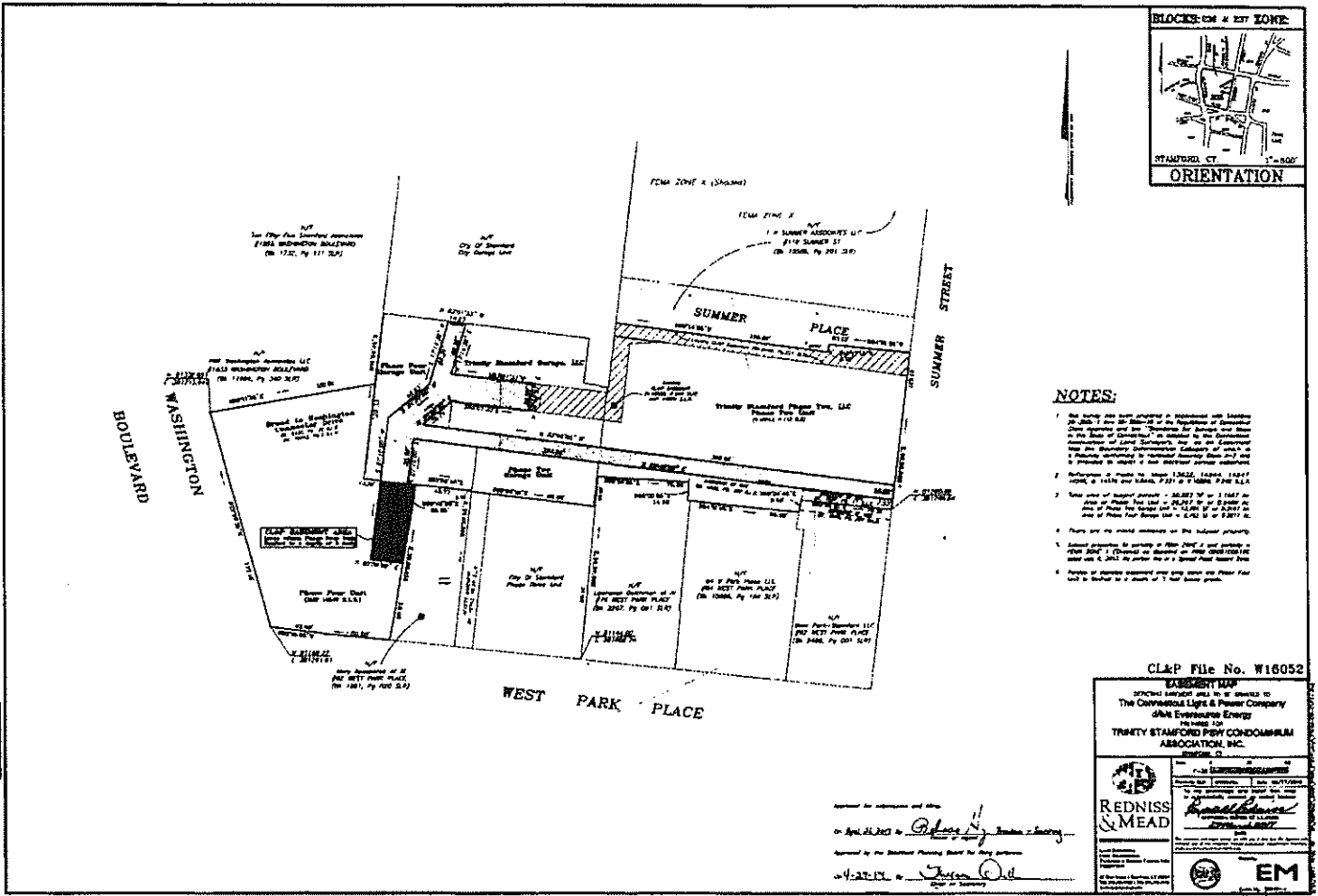
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Rebecca Hemenway, the Vice President of Trinity Phase Four Manager, Inc., the sole member of Trinity Stamford Phase Four Member LLC, as managing member of STAMFORD PHASE FOUR JV LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of May 2017.

Notary Public

My Commission Expires:







INSTR ÷ 2018007497
VOL 11941 PG 227
RECORDED 05/07/2018 03:30:02 PM
LYDA RUIJTER
CITY & TOWN CLERK STAMFORD CT
BLOCK 237

R/R: First American Title Insurance Co.
Attn: Polly Davis, Esquire
600 Summer Street
Stamford, CT 06901

SIDEWALK EASEMENT AGREEMENT

KNOW YE that **TRINITY STAMFORD PSW CONDOMINIUM ASSOCIATION, INC.** a Connecticut Corporation acting on behalf of the Unit Owners of the Trinity PSW Condominium with an address of c/o Trinity Financial, Inc., 75 Federal Street, 4th floor, Boston, MA 02110 (hereinafter referred to as "GRANTOR"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby give, grant, bargain, confirm and sell unto the **CITY OF STAMFORD**, a municipal corporation organized and existing under the laws of the State of Connecticut and having an address of 888 Washington Boulevard, and lying within the County of Fairfield and State of Connecticut, acting herein by its duly authorized Mayor, David R. Martin (hereinafter referred to as the "GRANTEE"), a perpetual right and privilege to a non-exclusive EASEMENT in, over, upon and across the property designated as depicted as "Sidewalk Easement Area" on the plan excerpt attached hereto entitled, "Sidewalk Easement Exhibit Park Square West-Parcel P-IV, Stamford, CT", prepared for Stamford Phase Four JV LLC, dated February 8, 2018, prepared by Redniss & Mead, a copy of which is attached hereto as Exhibit A (hereinafter the "Easement Area"), subject to the terms and conditions hereinafter contained and subject to the existing easement rights, covenants, restrictions and encumbrances existing of record.

As it pertains to the Easement Area, the grant herein contained is for the express purpose of allowing members of the general public to pass and repass over and upon the Easement Area, but shall be limited to pedestrian public passage over and upon the sidewalks and street within said Easement Area on foot or on such other device generally allowed upon a public sidewalk in the City of Stamford.

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It is further expressly understood and agreed between the Grantor and the Grantee that this grant is subject to the following terms and conditions:

1) The grant herein conveyed shall not extend to or permit any member of the general public to loiter, linger, act in an offensive or socially inappropriate manner, or otherwise remain on or about the Easement Area.

2) The responsibility for maintenance and repair of the Easement Area shall rest with the Grantor.

3) The Easement Area shall be subject to such reasonable rules, regulations and policies that Grantor may deem appropriate, subject to Grantee's advance approval which approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall provide copies of such rules, regulations and policies to the extent the same are written.

4) Nothing contained in this Easement Agreement shall be deemed or construed to give or grant to the Grantee, the public, or any other person, municipality or entity any rights to use any other portion of the Grantor's property except the Easement Area. GRANTOR and GRANTEE recognize and agree that the Easement Area remains the private property of GRANTOR and that GRANTOR may use such Easement Area consistent with its rights as a private property owner so long as such use does not prevent the public from exercising its non-exclusive rights granted herein.

5) The Grantor reserves unto itself the right to undertake de minimis modifications of the Easement Area including but not limited to those modifications required by normal maintenance and repairs. Any modifications, except for such de minimis modifications, within the Easement Area must be approved by the City of Stamford's Land Use Bureau prior to implementation.

6) Each party shall only be liable for injury or damage to persons or property within or upon said Easement Area, but only where such injury or damage is caused by their respective negligent or willful act, error or omission and only to the extent that either party is found to be

{S7091787}

liable for such injury or damage by a court of competent jurisdiction. Each party shall be afforded any protections or defenses to any potential liability for injury or damage to persons or property within or upon said Easement Area that any applicable law, ordinance, statute, regulation or act shall provide.

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 Easement Agreement in the manner and form as is above represented.

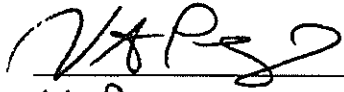
Grantee acknowledges and agrees that any interests created in this Easement that Grantee may hold in the Easement Area shall be automatically and irrevocably subordinate to any Environmental Land Use Restriction under C.G.S. Sections 22a-133n to 22a-133s, inclusive, ("ELUR") approved by the Commissioner of Connecticut Department of Energy and Environmental Protection or a Licensed Environmental Professional in accordance with the requirements of C.G.S. Sections 22a-133n to 22a-133s, R.C.S.A Sections 22a-133k-1 through 3 inclusive, R.C.S.A Section 22a-133q-1 when such ELUR is executed and recorded on the Land Records of Stamford.

The grant is intended to run with the land and bind the successors and assigns of the respective parties.

[Signatures on Following Page]

{S7091787}

THE CITY OF STAMFORD


VA Pankosky

By: 
David R. Martin
Mayor

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

On this the 30th day of April, 2018, before me, the undersigned officer, personally appeared David Martin, Mayor of the City of Stamford, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of the said City.

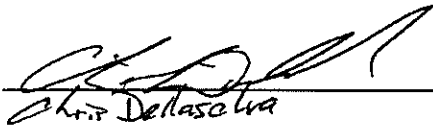

~~Notary Public / My Commission Expires:~~
Commissioner of the Superior Court
JN: 419179

Exhibit A

Easement Plan

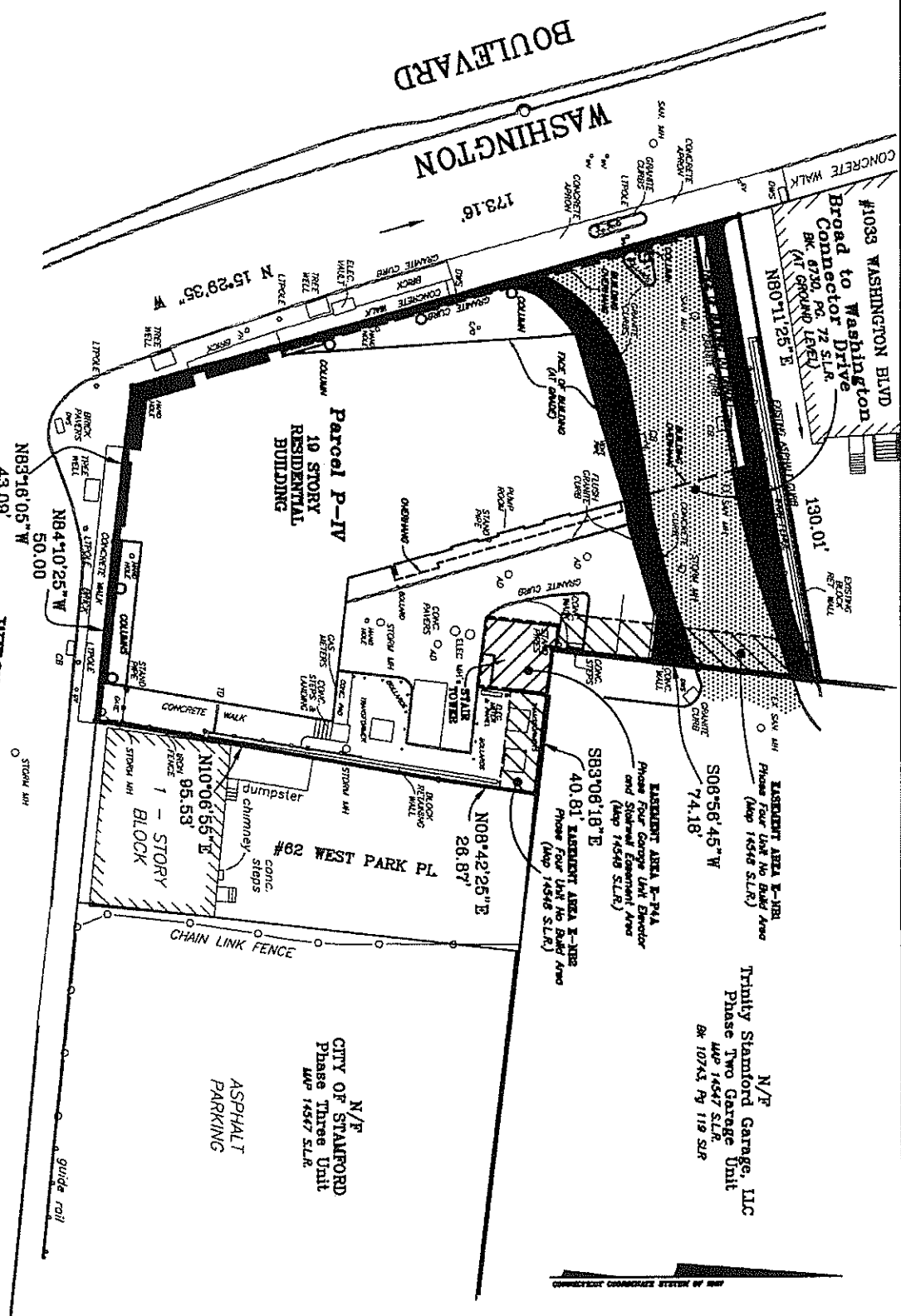
{S7091787}

SIDEWALK EASEMENT EXHIBIT
PARK SQUARE WEST - PARCEL P-IV
 STAMFORD, CT
 PREPARED FOR
TRINITY STAMFORD LLC

COMM. NO.: 3761H-10 DATE: 2/8/2018 SCALE: 1"=40'

 = SIDEWALK EASEMENT AREA

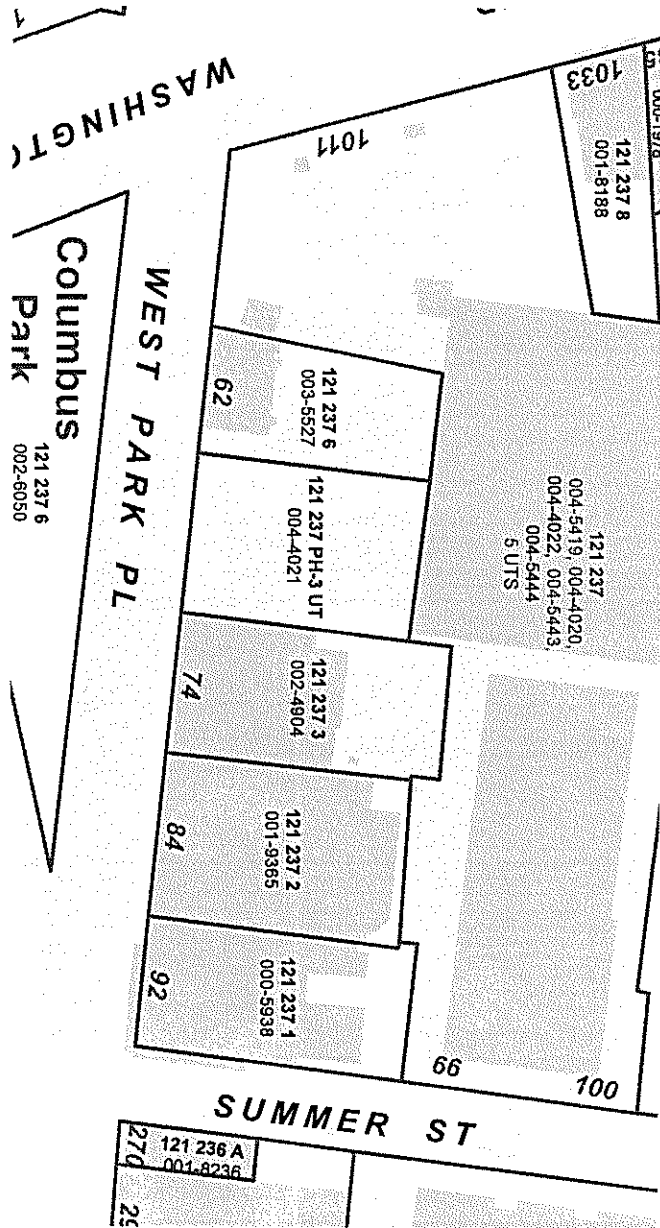
REDNISS & MEAD



14874

4/28/2017





③ Block 236 + 237

EXECUTION COPY

CONSTRUCTION COORDINATION AND ACCESS EASEMENT AGREEMENT

THIS AGREEMENT is made as of the 3rd day of JUNE, 2002 by and among THE CITY OF STAMFORD, CONNECTICUT, a municipal corporation having an office at 888 Washington Boulevard, Stamford, Connecticut 06904 (hereinafter referred to as the "City"), the CITY OF STAMFORD, CONNECTICUT, URBAN REDEVELOPMENT COMMISSION, a public body corporate established pursuant to ordinances of the Board of Representatives of the City of Stamford under the Charter of the City of Stamford and the General Statutes of the State of Connecticut and having its office at 888 Washington Boulevard, Stamford, Connecticut 06904 (hereinafter referred to as the "URC"), PARK SQUARE WEST, LLC, a Massachusetts limited liability company having an office c/o Corcoran Jennison Companies, Bayside Office Center, 150 Mount Vernon Street, Boston, Massachusetts 02125 (hereinafter referred to as "Redeveloper"), and TARGET CORPORATION, a Minnesota corporation having an office at 1000 Nicollet Mall, Minneapolis, Minnesota 55403 (hereinafter referred to as "Target").

WITNESSETH:

WHEREAS, the City, URC and Redeveloper are parties to that certain Contract for Sale of Land for Private Redevelopment, Reuse Parcels, 16A, 16B, 19, and 19B dated as of March 31, 1998 relating to certain property located in the City of Stamford, Connecticut and described in Exhibit A attached hereto; and

INSTR # 2003008308 VOL 06730 PG 0072 RECD 03/13/2003 11:17:02 AM
DONNA M LOGUSCI CITY & TOWN CLERK STAMFORD CT
BLOCK 236/237

WHEREAS, said Contract has been amended by letter agreement dated December 16, 1999 (said Contract as so amended being hereinafter referred to as the "Contract");

WHEREAS, pursuant to the Contract Redeveloper intends to acquire the property described in said Contract and construct improvements on the Phase II Property and improvements on the Phase III Property (as said terms are defined in the Contract).

WHEREAS, the City and URC intend to construct and operate a multi-level public parking garage (the "URC Garage") on property which is presently owned by the URC and which is part of the property covered by the Contract which is intended to be conveyed to Redeveloper all as provided for in the Contract, and

WHEREAS, said Contract provides for the Redeveloper to take title to the property described in the Contract subject to an easement in favor of the City and the URC for the construction, operation, and use of the URC Garage on a certain parcel of land which is located generally as shown on the site plan attached hereto as Exhibit B (the "Site Plan") such parcel being contiguous to and immediately north of the parcel on which the Phase II improvements are to be constructed by Redeveloper (said garage parcel as so depicted on the Site Plan is hereinafter referred to as the "URC Parcel" and said property to be conveyed to Redeveloper pursuant to the terms of the Contract other than the URC Parcel is hereinafter referred to as the "Redeveloper Parcel" and both such Parcels are shown and identified on the Site Plan; and

WHEREAS, Target is the contract vendee of property known or formerly known as Reuse Parcels 19A, 19C, 20, 20A and the so-called Dolan Property in the City of Stamford, Connecticut, said Parcels being described in Exhibit D and being contiguous to and immediately north of the URC Parcel (said Parcels being hereinafter referred to as the "Target Parcel", and

said Target Parcel being generally shown and identified on the Site Plan, and the improvements intended to be constructed by Target on the Target Parcel being hereinafter referred to as the "Target Improvements"); and

WHEREAS, the parties hereto desire to formalize their agreement to cooperate and coordinate with each other in the construction of their various improvements and to grant easement rights to each other over various roads which are to be constructed on the Redeveloper Parcel, the URC Parcel, and the Target Parcel; and

WHEREAS, the City, URC and Redeveloper desire to clarify and address the terms and provisions of the easement agreement which Redeveloper is obligated to grant pursuant to Section 15.3(A) of the Contract (said easement being hereinafter referred to as the "Redeveloper Easement").

NOW, THEREFORE, in consideration of the foregoing, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. General Cooperation. (A) Redeveloper, the URC, the City and Target shall cooperate, coordinate and work together in good faith in connection with the construction and development of the improvements on the Phase II Property, the improvements on the Phase III Property, the URC Garage, and the Target Improvements so that construction planning, staging and erection on all parcels can proceed and be undertaken in a coordinated, uniform, efficient manner. With respect to Target, Target is presently the contract vendee of the Target Property and Target expects that the closing on title to the Target Property will occur, subject to the satisfaction of various conditions contained in the Target contract, on or about July 1, 2002. If the closing does not occur pursuant to said contract and Target does not acquire title to the Target Property, notice will be given by Target to the other parties and this Agreement shall be null and void and of no further force or effect and the parties hereto shall have no further obligations, liabilities or duties hereunder.

(B) Target acknowledges that the URC and Redeveloper may enter into further amendments and modifications to the Contract. The URC and Redeveloper agree, however, that no such amendments or modifications shall

result in or have the affect of causing the elimination or substantial relocation of any of the access roads described herein and shown on the Site Plan. Any such amendment or modification shall be subject to the rights of the parties hereunder.

2. Access Roads. The Site Plan indicates the approximate respective locations of the Redeveloper Parcel, the URC Parcel and the Target Parcel. The Site Plan also indicates the location of the access roads which will provide ingress to and egress from the parcels of the parties. Such access roads consist of three (3) different segments. The first segment crosses the Redeveloper Parcel and runs from Washington Boulevard east to Summer Place (said first segment being hereinafter referred to as "Washington Boulevard Easement Road"). The second segment crosses the URC Parcel and runs from Summer Street west to a connection with the Washington Boulevard Easement Road (said second segment being hereinafter referred to as "Summer Place"). The third segment crosses the URC Parcel and the Target Parcel and runs from Broad Street south to a connection with the Washington Boulevard Easement Road (said third segment being hereinafter referred to as the "Winthrop Place Easement"). Each such segment of the access road is shown and depicted on the Site Plan. During construction periods when the Washington Boulevard Easement Road segment is closed or otherwise unavailable as contemplated herein, a temporary segment (hereinafter referred to as "Temporary Southern Road" and generally shown and identified as such on the Site Plan) shall be constructed substantially at the location as shown on the Site Plan. This segment shall connect West Park Place, Summer Place, and the Winthrop Place Easement and if so constructed shall be constructed in conjunction with the City's implementation of a one-way traffic flow in an easterly direction on West Park Place. If the Temporary Southern Road alternative is necessitated, such roadway shall be constructed by the Redeveloper to the same width and to the same specifications as the other segments indicated on the Site Plan. With respect to the Temporary Southern Road, once Redeveloper commences construction of its improvements on the Phase II Property, Redeveloper shall not close the Temporary Southern Road until the Washington Boulevard Easement Road has been reopened and is available for use. It is the intention of the parties that the Washington Boulevard Easement Road be constructed, open and available for use by the public, but that at such times as said Road is closed or unavailable during construction periods as provided for herein, the Temporary Southern Road shall be open and available to the public unless it too is closed or unavailable on a temporary basis as provided for herein.
3. Redeveloper Easement. With respect to the Redeveloper Easement, the Contract requires that the City and the URC retain such easement upon closing under and pursuant to the provisions of Section 15.3(A) of the Contract. Considering the present situation and Target's desire to pursue the development of the Target Parcel prior to the anticipated closing under and pursuant to the Contract, the URC as present fee owner of the Redeveloper

Parcel and the URC Parcel, hereby grants and conveys to Target for the benefit of Target and the Target Parcel a permanent easement and right of way for vehicular and pedestrian travel, in, over and to the Washington Boulevard Easement Road property at the approximate location indicated on the Site Plan. Redeveloper agrees that upon closing pursuant to the terms of the Contract, Redeveloper shall take title to the property covered by the Contract subject to the easement granted herein over the Washington Boulevard Easement Road. The Washington Boulevard Easement Road shall be a two way roadway at least twenty four (24) feet wide, improved as provided for herein, and shall be located substantially as shown on the Site Plan. Said easement may be used by Target and its officers, employees, agents, contractors, customers, and other invitees.

4. Summer Place. To the extent that the City and URC have any rights in Summer Place, they hereby grant and convey to Redeveloper and Target for the benefit of the Redeveloper Parcel and the Target Parcel and for the benefit of the officers, employees, agents, contractors, customers and other invitees of Redeveloper and Target the permanent right and easement to use Summer Place (as said road presently exists or as it may be relocated and improved as provided in Section 15 hereof), as ingress to and egress from the Redeveloper Parcel and the Target Parcel.
5. Winthrop Place Easement. The URC, as the fee owner of the URC Parcel, hereby grants and conveys to Target for the benefit of Target and the Target Parcel a permanent right and easement for vehicular and pedestrian travel in, over and to that portion of the Winthrop Place Easement which is located on the URC Parcel as generally shown and depicted on the Site Plan. Said easement may be used by Target and their respective officers, employees, agents, contractors, customers and other invitees. Said easement shall be an improved two way roadway at least twenty four (24) feet wide. The northern end of such Winthrop Place Easement Road shall be of such width that it properly connects to the portion of such Easement Road as is located immediately to the north on the Target Parcel as described in Section 6 hereof and as shown on the Site Plan. Redeveloper agrees that upon closing, pursuant to the terms of the Contract, Redeveloper shall take title to the property covered by the Contract subject to the easement granted herein over the Winthrop Place Easement property.
6. Settlement Agreement. The parties hereby confirm that a permanent easement for ingress and egress over that portion of the Winthrop Place Easement which is located on the Target Parcel has already been created pursuant to the terms of that certain Settlement Agreement dated April 3, 1998 by and among the City, URC, Stamford New-Urban Corporation, First Stamford New-Urban Corporation, United Development Corporation, T.R. Hardy, LLC, and 33 Broad Street Associates, LLC as recorded in Book 5039 at Page 21 of the Stamford Land Records. Said easement is referred to in said Settlement

Agreement as Easements No. 1 and No. 2, and said easement may be utilized by URC and Redeveloper and their respective officers, employees, agents, contractors, customers and other invites as well or by the other beneficiaries provided for in said Settlement Agreement.

7. Plans and Specifications. Each of the access roadways described herein shall be constructed in accordance with plans and specifications which are prepared by Target subject to the approval of all other parties. The terms relating to the approval of such plans, the timing of construction of the access roadways and the allocation of the costs for such construction and subsequent maintenance of the roadways will be separately negotiated by the parties.
8. Delivery Trucks. Target agrees that no semi-trailer delivery trucks servicing business operators on the Target Parcel shall use the Washington Boulevard Easement Road, and Redeveloper agrees that no semi-trailer delivery trucks servicing business operators on the Redeveloper Parcel shall use that portion of the Winthrop Place Easement which is located on the Target Parcel.
9. Temporary Roads. At such time as Target is prepared to commence construction of the Target Improvements on the Target Parcel, Target shall give notice of such fact to the other parties, and the Washington Boulevard Easement Road and that portion of the Winthrop Place Easement located on the URC Parcel shall initially be constructed as temporary roads. Such temporary roadways shall also include Summer Place as interconnected with the other two (2) road segments. The City, URC and Redeveloper and their agents and contractors shall also have the right to use such temporary roads as so constructed by the City or Target. All temporary roads provided for in this Agreement shall be paved with asphalt, shall have curbing, a storm water collection system, and shall be striped. The plans and specifications for all such temporary roads shall include and reflect all such improvements and shall further provide for such fencing and restriping as is necessary to properly address any parking areas adjacent to such temporary roadway areas.
10. Road Closure. The parties agree that once the various temporary roads have been constructed as provided in Section 9 hereof, no portion of such temporary roads or Summer Place may be closed for use by the public except for short periods of time to allow for construction of the URC Garage and the improvements on the Phase II Property and the Phase III Property, and then only for the minimum period of time believed reasonable by the general contractor's on-site safety officer. To the extent possible all such temporary roads are to be kept open and available whenever normal, customary and safe construction practice will allow, and under no circumstances shall any such roads be closed during the period from October 15th to December 31st in any calendar year. Notwithstanding the foregoing, such roads may be closed in emergency or force majeure situations but then only for as long as is reasonably required to correct the problem necessitating the closure.

Additionally, Redeveloper shall be entitled to close the Washington Boulevard Easement Road as provided for in Section 12 hereof and Summer Place as provided for in Section 15 hereof. As used in this Agreement, the term "force majeure" shall mean any and all causes beyond the reasonable control of the parties, as the case may be, including delays caused by governmental restrictions, regulations or controls, labor disputes, , shortages or inability to obtain labor, fuel, steam, water, electricity or materials, acts of God, enemy action, civil commotion, or fire or other casualty, but shall not include lack of funds of financial inability to perform.

11. Road Use Fees. No fee or charge may be imposed by any party for the use of the Washington Boulevard Easement Road, Summer Place, or the Winthrop Place Easement.
12. Washington Boulevard Easement Road Closure. At such time as Redeveloper is prepared to commence construction of the improvements on the Phase II Property, Redeveloper shall have the right to close the Washington Boulevard Easement Road to allow for the construction of Redeveloper's improvements. Redeveloper shall give the City, URC and Target at least thirty (30) days' prior written notice as to any such closure of the Washington Boulevard Easement Road. Any such road closure shall be subject to the same general principle as described in Section 10 hereof, that such closure shall be for the shortest time reasonably possible in accordance with normal, customary and safe construction practices. Except for reasons of force majeure such road shall not be closed during the period from October 15th to December 31st in any calendar year.
13. Washington Boulevard Easement Road Reconstruction. Once Redeveloper has completed the excavation of its Parcel for the improvements on the Phase II Property, Redeveloper shall, at Redeveloper's sole cost and expense, promptly reconstruct (if and to the extent necessary) and make available for use by the parties the Washington Boulevard Easement Road. Such reconstructed roadway shall be improved in accordance with the plans and specifications for such temporary roadway as previously approved by the parties.
14. Multiple Road Closures. Except for emergency or force majeure situations, at no time shall both (a) the Temporary Southern Road or Washington Boulevard Easement Road, whichever such roadway is then in use by the parties, and (b) Summer Place be closed at the same time. It is the intention of the parties that the Washington Boulevard Easement Road be constructed, open and available for use by public, but that at such times as said Road is closed or unavailable during construction periods as provided for herein, the Temporary Southern Road shall be open and available to the public unless it too is closed or unavailable on a temporary basis as provided for herein.

15. Summer Place Closure. At such time as Redeveloper is prepared to commence construction of the improvements on the Phase III Property, and provided the reconstructed Washington Boulevard Easement Road shall have been reopened for use by the parties as provided for in Section 13 hereof, Redeveloper shall then have the right to close Summer Place so as to allow Redeveloper to undertake whatever relocation and reconstruction of Summer Place is required to accommodate Redeveloper's improvements on the Phase III Property. As so reconstructed and relocated, Redeveloper shall assure that said Summer Place shall always run in a general east-west direction and provide direct access between Summer Street and the Washington Boulevard Easement Road. Redeveloper shall give the City, URC and Target at least thirty (30) days prior written notice as to any such closure of Summer Place. Any such road closure shall be subject to the same general principle as described in Section 10 hereof, that such closure shall be for the shortest time reasonably possible in accordance with normal, customary and safe construction practices. Except for reasons of force majeure, such road shall not be closed during the period from October 15th to December 31st in any calendar year.
16. Traffic Control. During any construction on any party's Parcel, the parties shall cooperate and coordinate as to the need for traffic controllers, and flagmen, to assure a safe and orderly flow of construction and customer traffic in and through the different Parcels. Each party shall be responsible for the cost of traffic controls attributable to that party's construction.
17. Summer Place and Construction Equipment. Redeveloper shall not use Summer Place for the ingress or egress of construction equipment or vehicles during the construction of the improvements on the Phase II Property. Notwithstanding the foregoing, with prior notice to the other parties and proper coordination of activities, Redeveloper may use Summer Place as access to Redeveloper's construction site for a large crane or other construction equipment when generally accepted construction practices would require such access and the Temporary Southern Road is not a viable alternative access road for such equipment. During the construction of the improvements on the Phase II Property, , the City, in order to accommodate the use of the Washington Boulevard Easement Road and Summer Place for customer traffic to the Target Parcel, shall permit and arrange for the closure of the sidewalk and one lane of West Park Place, if necessary an eastern flow of traffic on West Park Place, all at no cost or expense to Redeveloper, and Redeveloper shall thereafter use West Park Place for the ingress and egress of construction equipment and vehicles. Redeveloper shall provide barriers to isolate construction activities from regular vehicular traffic and restripe West Park Place as needed.
18. Winthrop Place Easement Road Closure. Within one year from the date of this Agreement Target shall notify the other parties hereto of Target's official

store opening date. The City and URC agree that with the exception of force majeure situations they will not close the Winthrop Place Easement road at any time or for any reason during the period extending from thirty (30) days prior to such official store opening date to the six (6) month anniversary of said official store opening date. If said road must be closed in force majeure situations, it shall only be closed for such minimal period of time as is reasonably required to correct the problems necessitating the closing. The City and URC agree that no portion of the URC Garage will be constructed under the Winthrop Place Easement area, or so close to said area so as to interfere with the safe and convenient use of said area by the general public. Aside from the aforementioned period around Target's store opening date when the Winthrop Place Easement road may not be closed, the URC may close such road to undertake whatever excavation is required to allow for the construction of the URC Garage and may also close such road during the construction of that portion of the URC Garage which is over such road but in each such case such closure shall be only for such minimal period of time as is reasonably necessary to accomplish such excavation or construction. The City and URC shall coordinate with Target to assure that except for force majeure situations any such temporary closure shall not occur during the period from October 15th to December 31st in any calendar year.

19. Permanent Roads. Once the improvements on the Phase II Property, the improvements on the Phase III Property, the URC Garage and the Target Improvements have all been substantially completed, the Washington Boulevard Easement Road, Summer Place, and the Winthrop Place Easement road shall all be reconstructed and improved as permanent roadways providing permanent ingress to and egress from the Redeveloper Parcel, the URC Parcel and the Target Parcel. Such roads shall be two way roads at least twenty four (24) feet wide once the aforesaid improvements have been constructed, Redeveloper shall be solely responsible at its expense for the permanent reconstruction or improvement of the Washington Boulevard Easement Road and of Summer Place. Target shall be solely responsible at its expense for the permanent reconstruction or improvement of that portion of the Winthrop Place Easement Road which is located on the Target Parcel. Once so completed as permanent roads, such roads shall be kept open and available for use by the general public and except for force majeure situations shall not be closed for such use. In force majeure situations, such roads shall only be closed for such minimal periods of time required to correct the problem or situation necessitating the closure. With respect to any of the access roadways described in this Agreement, to the extent that any mortgage or deed of trust held by Redeveloper encumbers any property on which any such roadway is located Redeveloper shall contemporaneously herewith and at no cost or expense to Target execute and deliver to Target a recordable subordination agreement whereby the lien of the mortgage or deed of trust is subordinated to Target's easement rights under and pursuant to this Agreement. Any such subordination agreement shall be recorded in the land

records of Stamford, Connecticut immediately after the recording of this Agreement.

20. Survey. Once the reconstruction and improvement of the roadways as provided for in Section 19 hereof has been substantially completed, the parties shall have an ALTA survey of the roadways prepared and certified to all parties. The Redeveloper, URC and Target shall share equally the cost of such survey. Promptly after such survey is prepared, the parties shall prepare, execute, deliver and record an amendment to this Agreement confirming the as-built legal description of the permanent roadways and permanent easement areas described herein.
21. Indemnity. Each party hereto shall indemnify, hold harmless and defend each other party from and against all costs, expenses (including reasonable attorney fees), judgments, losses and causes of action relating to personal injury, death or property damage caused either directly or indirectly by the acts or omissions of the indemnifying party or such party's employees, agents or contractors in the exercise of any rights or duties provided for herein.
22. Lodato Trash Removal. Target shall have the right during the period of construction of the Target Improvements on the Target Parcel, at no cost or expense to Target, to utilize that portion of the URC Parcel cross-hatched on Exhibit C for the placement of a trash dumpster to allow for the collection and removal of trash generated by the tenants of Mario J. Lodato, Jr. in properties along Broad Street and Summer Street. Target intends to enter into a separate agreement with Mr. Lodato whereby Target shall agree to be responsible for collecting the trash of said tenants on a daily basis and arranging for its removal by the trash contractor presently used by said tenants. URC agrees that Target shall have the right to place and maintain a trash collection dumpster on the URC Parcel as indicated and shall further have the right to arrange and allow for a trash carting company to have its trucks access the URC Parcel for the purpose of carting away trash filled dumpsters and replacing them with empty dumpsters. Target's rights hereunder to so use the URC Parcel for the trash dumpster shall cease and terminate when construction of the Target Improvements on the Target Parcel have been completed or on such earlier date when the construction of the URC Garage prevents the further use of the cross-hatched area for such purpose.
23. Self-Help. If at any time any party hereto fails or refuses to perform or undertake its obligations hereunder, any other party may, upon giving fifteen (15) days' prior notice to the non-performing party, perform or undertake such obligations on such party's behalf. Upon completion of any such work, the party undertaking such work may submit a bill for the cost of undertaking such work to the non-performing party, and the non-performing party shall promptly reimburse the performing party for all such costs and expenses reasonably incurred by the performing party. Any amount not so reimbursed

within ninety (90) days of the non-performing party receiving such bill, shall be subject to an annual interest charge equal to two percent (2%) over and above the then prime lending rate as referenced in the Wall Street Journal from time to time, or the highest interest rate allowed by law, if such highest rate is less than said prime rate plus two percent (2%), from the date the bill was submitted until the date the non-performing party fully reimburses the performing party. Notwithstanding the foregoing, if this non-performing party is the URC, any other party shall have the right to perform and undertake such obligation on behalf of the URC as foresaid, but the bill for such performance and work shall be submitted by the performing party to the City rather than the URC and the City shall have the reimbursement obligation in the place of the URC.

24. Arbitration. (a) Any dispute under or pursuant to the terms of this Agreement shall be resolved by arbitration conducted in Stamford, Connecticut in accordance with the provisions of this Section 24, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- (b) The party hereto desiring to arbitrate a dispute shall give notice (a "Dispute Notice") to that effect to the other party or parties. Within ten (10) days after such Dispute Notice has been delivered, the party initiating the arbitration shall appoint an arbiter, to hear and resolve the dispute, and any other party or parties hereto shall have the right to appoint an arbiter on its or their behalf to hear and resolve the dispute. If two (2) arbiters are appointed, those two (2) arbiters shall appoint a third arbiter. If four (4) arbiters are appointed, they shall appoint a fifth arbiter. Each such arbiter shall not be related to, affiliated with or under contract with any party to the dispute, and shall have at least ten (10) years of experience in arbitrating commercial real estate issues in Connecticut.
- (c) The arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association ("AAA"), except that, to the extent that the Connecticut civil practice or procedure rules imposes requirements different from the AAA in order for the decision of the Arbiters to be enforceable in the courts of the State of Connecticut, such requirements shall be complied with in the arbitration.
- (d) Within thirty (30) days after the Dispute Notice has been delivered, the parties to the dispute shall make whatever presentations they wish to the Arbiters. Promptly thereafter, the Arbiters shall attempt to cause the parties involved to agree on a resolution to the dispute and failing that, the Arbiters shall immediately make their decision. The Arbiters' decision may be made orally provided the Arbiters confirm such

decision in writing within four (4) business days thereafter. Copies of the Arbiters' decision shall be sent to the parties involved and shall be binding on all parties. Each party shall be responsible for the costs of the Arbiters appointed by it and for its proportionate share of any additional Arbiters appointed by the other Arbiters to achieve an odd number of Arbiters, and each party shall bear the costs of its own attorneys and other experts; provided, however, that if the Arbiters determine a party acted in bad faith in connection with such dispute, then, if the Arbiters so rule, such party shall be obligated to pay all costs of the Arbiters and all reasonable legal costs and consulting fees borne by the other parties in connection with the arbitration. The Arbiters shall have no power to vary or modify any of the provisions of this Agreement, and their powers and jurisdiction are hereby limited accordingly.

25. Notices. Any notice, demand, request or other communication given pursuant to the terms of this Agreement shall be in writing and shall be given or made by mailing the same by registered or certified mail, or by reputable overnight courier service addressed to the respective parties as follows:

If to the City: City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904
Attention: Mayor

With a copy to: City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904
Attention: Director of Legal Affairs

If to the URC: City of Stamford
Urban Redevelopment Commission
888 Washington Boulevard
Stamford, Connecticut 06904
Attention: Stephen C. Osman
President

With a copy to: City of Stamford
Urban Redevelopment Commission
888 Washington Boulevard
Stamford, Connecticut 06904
Attention: Bruce A. Goldberg, Esq.
General Counsel

If to Redeveloper: Park Square West, LLC
c/o Corcoran Jennison Companies

Bayside Office Center - Suite 500
 150 Mount Vernon Street
 Boston, Massachusetts 02109
 Attention: Martha L. Jones, President

With a copy to: Cacace, Tusch, Santagata

777 Sumer Street
 Stamford, Connecticut 06901

Attention: Michael Cacace, Esq.

If to Target: Target Corporation
 1000 Nicollet Mall, NM1-12F
 Minneapolis, Minnesota 55403
 Attention: Property Administrator

With a copy to: Gould & Wilkie LLP
 One Chase Manhattan Plaza
 New York, New York 10005
 Attention: George J. Walsh, Esq.

Any party hereto or its counsel may give notices on behalf of its client or may designate by notice a new or other address to which such notice or demand shall thereafter be given. Any notice shall be deemed given on the date received or refused by the addressee.

26. Titles. Any titles of the sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
27. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.
28. Governing Law. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the State of Connecticut.
29. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and permitted assigns.
30. Amendments. This Agreement shall not be amended, nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing executed by the parties hereto.

31. Further Assurances. The parties agree that at any time or from time to time after the date hereof, they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to effect fully the purposes of this Agreement. Nothing herein shall be deemed a waiver of the right by Redeveloper to raise with the URC evaluation issues under the Contract at a future date by reason of Redeveloper's execution of this Agreement. Nothing contained in the immediately preceding sentence shall be deemed or construed to void, diminish or invalidate any of Redeveloper's duties, obligations and liabilities under this Agreement nor adversely affect Target's rights and benefits hereunder. The referenced valuation issue is a separate and independent matter between Redeveloper and the URC.
32. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
33. No Partnership. It is understood and agreed that no agreement of partnership is intended hereby, and nothing herein shall be deemed or construed to constitute any party the partner of any other party or parties or constitute any party the agent of any other party.
34. No Presumption Against Drafter. In interpreting or enforcing the terms and provisions of this Agreement, there shall be no prejudice or presumption against the drafter of this Agreement. All parties and their counsel participated in the drafting of this Agreement.
35. Recording. This Agreement shall be recorded in the land of records of Stamford, Connecticut.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF STAMFORD, CONNECTICUT

[Signature]
Cindy Grassie

By: *[Signature]*
Dannel P. Malloy
Mayor

**CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT COMMISSION**

[Signature]
Dwaine Alexander

By: *[Signature]*
Stephen C. Osman
Chairman

PARK SQUARE WEST LLC

By: _____
Martha L. Jones
President

TARGET CORPORATION

By: *[Signature]*
Name: Scott A. Nelson
Title: Vice President
Target Stores

Approved as to Form
Corporation Counsel
By *ASm*
Date 6/3/02

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

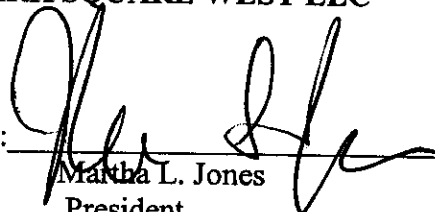
CITY OF STAMFORD, CONNECTICUT

By: _____
Dannel P. Malloy
Mayor

**CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT COMMISSION**

By: _____
Stephen C. Osman
Chairman

PARK SQUARE WEST LLC

By:  _____
Martha L. Jones
President

TARGET CORPORATION

By: _____
Name:
Title:

STATE OF CONNECTICUT) ss. STAMFORD
COUNTY OF FAIRFIELD)

On this 3rd day of June, 2002, before me, Andrew J. McDonald, the undersigned officer, personally appeared Dannel P. Malloy, who acknowledged himself to be the Mayor of the City of Stamford Connecticut, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Stamford by himself as Mayor.

In Witness Whereof I hereunto set my hand.

Andrew McDonald
Notary Public Comm. of the Superior Court

My Commission Expires: _____

STATE OF CONNECTICUT) ss. STAMFORD
COUNTY OF FAIRFIELD)

On this 2nd day of June, 2002, before me, Rachel Goldberg, the undersigned officer, personally appeared Stephen C. Osman, who acknowledged himself to be the Chairman of the City of Stamford, Connecticut Urban Redevelopment Commission, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Urban Development Commission by himself as Chairman.

In Witness Whereof I hereunto set my hand.

Rachel J. Hall
Notary Public
Corner of The Superior Co-IT
My Commission Expires:

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. STAMFORD

On this ____ day of _____, 2002, before me, _____, the undersigned officer, personally appeared Martha L. Jones, who acknowledged herself to be the President of Park Square West LLC, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

In Witness Whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

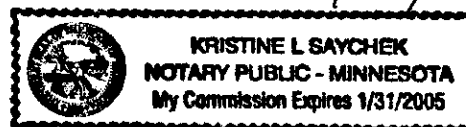
STATE OF MINNESOTA)
COUNTY OF HENEPIN) ss.

COUNTY OF HENEPIN)
On this 11th day of March, 2002, before me, Kristine L. Saychek, the undersigned officer, personally appeared Scott A. Nelson, who acknowledged himself/herself to be the V.P. - Target Stores of Target Corporation, and that he/she as such V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as V.P.

In Witness Whereof I hereunto set my hand.

Notary Public

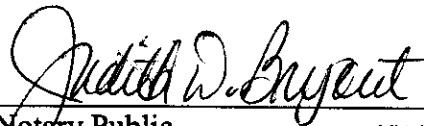
My Commission Expires: 1/31/2025



COMMONWEALTH OF MASSACHUSETTS
~~STATE OF CONNECTICUT~~
 SUFFOLK) ss. ~~STAMFORD~~
 COUNTY OF ~~FAIRFIELD~~)

On this 12th day of JUNE, 2002, before me, JUDITH D. BRYANT, the undersigned officer, personally appeared Martha L. Jones, who acknowledged herself to be the President of Park Square West LLC, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

In Witness Whereof I hereunto set my hand.


 Notary Public

MY COMMISSION EXPIRES
 MARCH 24, 2006

My Commission Expires: _____

STATE OF MINNESOTA)
) ss.
 COUNTY OF HENEPIN)

On this ___ day of _____, 2002, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Target Corporation, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

In Witness Whereof I hereunto set my hand.

 Notary Public

My Commission Expires: _____

EXHIBIT A
Description of Property relating to
Reuse Parcels 19 and 19B,

EXHIBIT A

Although the Contract for Sale of Land for Private Redevelopment, Reuse Parcels 16A, 16B, 19 and 19B dated as of March 31, 1998 relates to and affects Revise Parcels 16A, 16B, 19 and 19B, only Revise Parcels 19 and 19B are located west of Summer Street and are the subject of the Agreement to which this exhibit is attached. Said Revise Parcels 19 and 19B are located and depicted and identified as "Phase II" and "Phase III", respectively, on that certain plan entitled "Property Survey Depicting Parcels to be Conveyed to Park Square West LLC prepared for City of Stamford Urban Redevelopment Commission" dated May 13, 1998 as prepared by Redniss & Mead and as filed in the land records of Stamford, Connecticut as Map No 12916.

EXHIBIT B

SITE PLAN

Filed on March 13, 2003 as Map #~~13430~~ in the Stamford Land Records.

EXHIBIT C
LOCATION OF DUMPSTER FOR LODATO TRASH REMOVAL

EXHIBIT C



EXHIBIT D
DESCRIPTION OF TARGET PARCEL

EXHIBIT D

PARCEL 1:

All that certain piece, parcel or tract of land together with the buildings and improvements thereon situated in the City of Stamford, County of Fairfield and State of Connecticut bounded and described as follows:

Northerly: 62.18 feet by Broad Street
Easterly: 101 feet by land formerly of United Oil Co.;
Southerly: 62.97 feet by land of the City of Stamford; and
Westerly: 105.48 feet by land formerly of Broadriver, Inc.

Being the same premises shown and delineated on a certain map entitled "Property Surveyed for Mae D. Flaherty, Stamford, Conn." which map is on file in the Office of the Town Clerk of said Stamford as map #4977 excepting therefrom so much as was acquired by the City of Stamford by deed recorded in Book 1099 Page 231 of said Land Records. The portion of land acquired by the City of Stamford is shown and delineated on a certain map entitled "Map Showing Property to be acquired by the Urban Redevelopment Commission from The 21 Broad Street Corporation" which map is on file in said land records as map #8413.

PARCELS 2, 3 & 5:

All those certain pieces, parcels or tracts of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, shown and designated as "Re-Use Parcel 20" and "Re-Use Parcel 19A" on a certain map entitled "Property Survey Re-Use Parcels 19A, 19C, 20 & 20A prepared for the City of Stamford Urban Redevelopment Commission dated 6/25/98 and prepared by Redniss & Mead", which map is on file in the Office of the Town Clerk of the City of Stamford as Map Number 12932, and together with the representations and warranties contained in Section 1.B. of the Settlement Agreement recorded in Book 5039, Page 21.

Reserving unto the Grantor herein an easement for the purpose of permitting ingress and egress for vehicles and pedestrians between Broad Street and Re-Use Parcel 19, which easement is shown and designated "EASEMENT #1" on said Map Number 12932 in the Stamford Land Records, which easement in subject to a certain SETTLEMENT AGREEMENT dated April 3, 1998, and recorded in Book 5039 at Page 21 of the Stamford Land Records.

PARCEL 4:

All that certain tract of land, situated in said Stamford, shown and delineated on a certain map entitled, "Property Surveyed for United Oil Co., Stamford, Conn.", now on file in the office of the town clerk of said Stamford and numbered fifty nine hundred eighty two (5982), referenced thereto being had; said premises being bounded northerly ninety nine and 59/100 (99.59) feet by Broad Street, easterly two hundred twenty four and 93/100 (224.93) feet by other land of the said Releasor, southerly ninety seven and 61/100 (97.61) feet by land now or formerly of The Roger Smith Stamford Corporation, and westerly two hundred twenty six and 15/100 (226.15) feet in part by land now or formerly of said The Roger Smith Stamford Corporation, in part by land now or formerly of Walter Korfman and in apart by land now or formerly of The "21" Broad Street Corporation, being the same premises conveyed to the Releasor by Edna M. Dolan and Francis V. Dolan by deed dated November 1, 1956 and recorded in the Land Records of said Stamford in Book 798 at Page 157.

PARCELS 6 & 10:

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, situated in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows:

"Beginning at a point in the southerly line of Broad Street which point is formed by the intersection therewith of the boundary line between the premises herein described and land now or formerly of Georgianna P. Goerke, said point being also located 134.51 feet westerly from the intersection of the southerly line of Broad Street with the westerly line of Summer Street as measured along said southerly line of Broad Street; thence running along land now or formerly of Georgianna P. Goerke, South 15° 17' 20" West, 145 feet, more or less, to the southerly boundary of a strip of land over which said Georgianna P. Goerke was granted perpetual easement by deed from Candy, Incorporated, dated November 13, 1939, and recorded in the Stamford Land Records in Book 486, Page 251; thence North 74° 22' 10" West, 142.43 feet, more or less, along land now or formerly of said Georgianna P. Goerke and land of Pearl J. Nester, et al, to the easterly line of Winthrop Place; thence North 13° 25' 40" East, 144.66 feet, more or less, along the easterly line of Winthrop Place to the southerly line of Broad Street; thence South 74° 29' 50" East, 147.12 feet, more or less, to said land now or formerly of Georgianna P. Goerke at the point or place of beginning.

Being the same premises as described in a map entitled "Property in Stamford CT" and known as Map #2733 of the Stamford Land Records.

PARCEL 7:

All that certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, together with the buildings thereon, bounded and described as follows: Beginning at the Northwestern corner thereof on Winthrop Place, adjoining land now or formerly of Anna B. Scoville, thence running South $74^{\circ} 47'$ East along land of said Scoville and land now or formerly of Max J. Fuchs, one hundred one and six-tenths feet, thence running South $13^{\circ} 6'$ West forty feet along land now or late of George Pratt Ingersoll, thence running North $75^{\circ} 55'$ West one hundred one and three tenths feet along land now or formerly of David W. Studwell to the easterly side of Winthrop Place, and thence running North $12^{\circ} 46'$ East along Winthrop Place forty-two (42) feet to the point of beginning.

PARCEL 8:

All that certain piece or parcel of land with all the buildings and improvements thereon, if any, situated in the City of Stamford, in the County of Fairfield and State of Connecticut, shown and delineated as Lot Number 4 on a certain map entitled "Estate of Henry R. Mount, Dec'd. Stamford, Connecticut" certified substantially correct W. B. Pierce, C. E., April 27, 1901, which map is on file in the Office of the Town Clerk of the City of Stamford and there numbered 136, referenced thereto being had. Said premises are further bounded and described as follows:

Northerly: 100 feet by land of the City of Stamford, formerly of Pearl J. Nestor et al;
 Easterly: 40 feet in part by land of The 59 Broad Street Corporation and in part by land of Samuel W. Scalzi et. al;
 Southerly: 100 feet by land of Arnold Vosgerau, et. al and
 Westerly: 42 feet by Winthrop Place.

All of the above dimensions are more or less.

Together with rights of ingress and egress over Winthrop Place as shown on said map.

PARCEL 9:

All that certain piece or parcel of land, situated in the City of Stamford, County of Fairfield, and State of Connecticut, shown and delineated as Lot Number 5 on a certain map entitled "Estate of Henry R. Mount, Dec'd. Stamford, Connecticut" certified substantially correct W.B. Pierce, C.E., April 27, 1901, which map is on file in the office of the Town Clerk of the City of Stamford and there numbered 136, reference thereto being had. Said premises are further bounded and described as follows:

NORTHERLY: 100 feet by land of Mary Bellog;
 EASTERLY: 40 feet by land of Samuel W. Scalzi, et al;
 SOUTHERLY: 100 feet by other land of Samuel W. Scalzi, et al; and
 WESTERLY: 41 feet by Winthrop Place.

All of the above dimensions are more or less.

Together with rights of ingress and egress over Winthrop place as shown on said map.

Being the same map described in PARCEL 8.

PARCEL 11:

All that certain piece or parcel of land with all the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield, and State of Connecticut, shown as "Winthrop Place" on map entitled "Right of Way granted to Helen McDonald et als from City of Stamford-URC", dated September 24, 1984, Certified substantially correct by Parsons, Bromfield and Redniss, Engineers, Planners, Surveyors, 22 First Street, Stamford, Connecticut. Said map was recorded in the Stamford Town Clerk's Office on January 9, 1985 as Map No. 11327.

PARCELS 12 & 13:

Note: No legal description of record:

Property identified as "Re-Use Parcel 19A" as shown on map entitled "Property Survey Re-Use Parcels 19A, 19C, 20 & 20A prepared for City of Stamford Urban Redevelopment Commission", dated 6-25-98 Scale 1"=40', by Raymond Redniss, Ct. Lic No. 10046.



Record and Return to:
Donald Gustafson, Esquire
Shipman and Goodwin, LLP
300 Atlantic Street
Stamford, CT 06901

INSTR # 2013010914
VOL 10743 PG 36
RECORDED 05/13/2013 03:12:28 PM
DONNA M LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK Execution Verison 237

**DECLARATION OF CONDOMINIUM OF
THE TRINITY STAMFORD PSW CONDOMINIUM**

**ARTICLE I
SUBMISSION; DEFINED TERMS**

1.1. Full Submission of Property; Land Disposition Agreement.

(a) The CITY OF STAMFORD, a municipal corporation having its office at 888 Washington Boulevard, Stamford, Connecticut and the CITY OF STAMFORD CONNECTICUT URBAN REDEVELOPMENT COMMISSION, a public body corporate established pursuant to ordinances of the Board of Representatives of the City of Stamford under the Charter of the City of Stamford and the General Statutes of the State of Connecticut and having its office at 888 Washington Boulevard, Stamford, Connecticut (together, the "**Original Declarant**"), owners of the real property described on **Exhibit A** attached hereto, located in the City of Stamford, Fairfield County, Connecticut, together with all improvements, easements, rights and appurtenances thereunto belonging (the "**Property**"), hereby submit the Property to the provisions of Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating The Trinity Stamford PSW Condominium (the "**Condominium**"). A record or survey map of the Property, consisting of two (2) sheets entitled "Property Survey Prepared for the Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and City of Stamford Connecticut Urban Redevelopment Commission", as required by the Act (as hereinafter defined), is being recorded simultaneously herewith on the Stamford Land Records.

(b) Reference is hereby made to that certain Land Disposition Agreement entitled "Contract for Sale of Land for Private Redevelopment Reuse Parcel 16A, 16B, 19 and 19B," dated March 31, 1998, as amended by "Amended Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B," dated July 14, 2006, and as further amended by that certain Second Amendment to Contract for Sale of Land for Private Redevelopment Reuse Parcels 19 and 19B dated as of December 21, 2012 (as so amended, the "**Land Disposition Agreement**") by and between the Original Declarant and Trinity Stamford. The Land Disposition Agreement contemplates the sale and redevelopment of portions of the Property by certain affiliates of Trinity Stamford (as hereinafter defined), subject to and in accordance with the terms of the Land Disposition Agreement. The Condominium is being created pursuant to the Land Disposition Agreement, to enable the sale and redevelopment of portions of the Property contemplated thereunder and in furtherance of certain of the rights and obligations of the parties thereunder, and is subject to the terms of the Land Disposition Agreement.

(c) The Condominium is subject to the encumbrances set forth on **Exhibit A-1** attached hereto and has the benefit of the appurtenant rights described on **Exhibit A-2** attached hereto.

1.2. Provisions Separate from the Act. To the extent that this Declaration sets forth covenants, restrictions, easements, agreements or reserved rights separately from or in addition to the covenants, restrictions, easements and agreements that are established by (or may be established pursuant to) the Act, or to the extent that any such provision in this Declaration is not supported by the Act, such covenants, restrictions, easements, agreements, reserved rights and provisions shall nonetheless be considered to “run with the land” of the Condominium, and given effect to the fullest extent permitted by law.

1.3. Defined Terms.

(a) “**Act**” means the Common Interest Ownership Act, Chapter 828, Sections 47-200 through 47-295 of the Connecticut General Statutes, as it may be amended from time to time. It is intended that amendments to the Act that are applicable to condominiums already in existence will apply to this Condominium, but amendments that are expressly applicable only to condominiums created after the effective date of the amendments will not apply to this Condominium unless the Declaration is amended to incorporate such amendments to the Act.

(b) “**Allocated Interest**” means the undivided interest in the common elements, the common expense liability, and votes in the Association allocated to each Unit.

(c) “**Association**” means The Trinity Stamford PSW Condominium Association, Inc., a Connecticut non-stock corporation.

(d) “**Bylaws**” means the Bylaws of the Association including any amendments thereto.

(e) “**Broad to Washington Connector Drive**” shall mean that certain roadway/drive shown on the Survey, which includes Winthrop Place and the extension thereof which provides access between Broad Street, through the City Garage Unit, the Phase Two Garage Unit, Phase Four Garage Unit, and the Phase Four Unit, and Washington Boulevard.

(f) “**City Garage Unit Access Easement**” shall have the meaning set forth in Section 2.12 below.

(g) “**City Garage Unit First Construction License**” shall have the meaning set forth in Section 2.5 below.

(h) “**City Garage Unit Second Construction License**” shall have the meaning set forth in Section 2.9 below.

(i) “**City Garage Unit Third Construction License**” shall have the meaning set forth in Section 2.11 below.

(j) “**Common Elements**” means all portions of the Condominium other than the Units.

(k) **“Common Expenses”** means all expenditures made by or financial liabilities of the Association, including, but not limited to:

(i) Expenses necessary or useful for the operation of the Association or the accomplishment of its purposes, or that the Association incurs in exercising its powers or performing its duties under the Governing Documents, the Act, or other applicable law;

(ii) Expenses declared to be Common Expenses by the Governing Documents or by the Act; and

(iii) Expenses agreed upon as Common Expenses by the Association by the unanimous consent of the Unit Owners.

(l) **“Common Interest Community” or “Condominium”** means The Trinity Stamford PSW Condominium.

(m) **“Common Profits”** means the excess of all receipts of assessments and other payments to the Association after deduction of Common Expenses and shall have the same meaning as “surplus funds” as that term is defined in Section 47-256 of the Act.

(n) **“Common Utility Facilities”** means utility systems and facilities from time to time situated within or serving any portion of the Condominium for use or service in common by two or more Units, such as the following: storm drainage, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone, television and telecommunications cables and systems, and all other utility systems and facilities for such common use or service, including, without limitation, those installed under the provisions of this Declaration and as replacements thereto. All Common Utility Facilities shall be owned by, and be the property of, either the Unit Owner installing such Common Utility Facility or the applicable utility company installing the same, subject to the easement rights of other Unit Owners set forth in Article II and the provisions of Section 3.2(e) below. The “Phase Three Storm Drain Easement” shown on the Survey is a Common Utility Facility benefitting all Units.

(o) **“Covered Party” and “Covered Parties”** shall have the meanings specified in Section 10.1 below.

(p) **“Declaration”** means this document and any amendments thereto, filed for record with the Land Records for the City of Stamford, Connecticut.

(q) **“Eligible Mortgagee”** means the institutional holder of a Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first or second Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article IX of this Declaration.

(r) **“Executive Board”** means the board of directors of the Association pursuant to Subsections 47-245(a) and (b) of the Act, and Sections 33-1080 through 33-1130 of the Nonstock Corporation Act, except where superseded by the Act.

(s) **“Garage”** shall mean the Garage Extension Improvements, together with the garage improvements constructed within the City Garage Unit or its assigned Limited Common Elements, as the same may be repaired, replaced, altered or otherwise exist, from time to time, and all parking areas, driveways, drive aisles, ramps, pedestrian walkways, stairs and elevators located therein.

(t) **“Garage Extension Improvements”** shall have the meaning set forth in Section 7.1 below.

(u) **“Garage Manager”** shall have the meaning set forth in Section 7.3 below.

(v) **“Garage Unit”** shall mean any one of the Phase Two Garage Unit, Phase Four Garage Unit or City Garage Unit, and the three (3) shall be collectively referred to as the **“Garage Units.”**

(w) **“Governing Documents”** means this Declaration, the Survey and Plans, the Bylaws and any amendments thereto, recorded or filed pursuant to the terms of Connecticut law, and any Rules and Regulations adopted from time to time by the Executive Board. Any exhibit, schedule, or certification accompanying or referred to in a Governing Document is part of that Governing Document.

(x) **“Governmental Requirements”** means laws, codes, regulations, orders, decrees, judgments and other requirements of any governmental authority.

(y) **“Improvements”** means any buildings, improvements, facilities, infrastructure or equipment existing, from time to time, on or within the Common Elements or any Unit.

(z) **“Initial Garage Completion Date”** shall mean the date that is twenty-four (24) months after the date of this Declaration.

(aa) **“Initial Garage Extension Improvement Plans”** shall mean those plans attached hereto as **Exhibit B-1**. Such plans are being recorded simultaneously herewith on the Stamford Land Records.

(bb) **“Initial Garage Management Contract”** shall have the meaning set forth in Section 7.3 below.

(cc) **“Initial Garage Management Contract Amendment”** shall have the meaning set forth in Section 7.3 below.

(dd) **“Initial Garage Manager”** shall have the meaning set forth in Section 7.3 below.

(ee) **“Interest Holder”** means each other person (other than a Unit Owner) which is intended to be benefited by any of the easements or licenses contained in Article II or which holds an interest, directly or indirectly (as a tenant, employee, invitee, mortgagee or otherwise), in each case by grant from a Unit Owner, in any Unit that is the dominant Unit with respect to such easement.

(ff) **“Land”** means those certain pieces or parcels of land described on **Exhibit A** attached hereto.

(gg) **“Land Disposition Agreement”** shall have the meaning set forth in Section 1.1 above.

(hh) **“Land Use Approvals”** means approvals issued by the Municipality, the State of Connecticut or other governmental entities having jurisdiction with respect to “land use,” zoning and development matters at the Condominium, as such approvals may be modified from time to time. The current Land Use Approvals pertaining to the initial redevelopment of the Property contemplated by the Land Disposition Agreement are attached hereto as **Exhibit F**.

(ii) **“Limited Common Element”** means a portion of the Common Elements, if any, allocated by this Declaration or the Act for the exclusive use of one or more but fewer than all of the Units, and as may be shown on the Survey and Plans.

(jj) **“Majority of Unit Owners”** means the Unit Owners holding more than fifty percent of the votes in the Association.

(kk) **“Municipality”** means the City of Stamford, Connecticut.

(ll) **“New FS System”** shall have the meaning set forth in Section 7.7 below.

(mm) **“No-Build Elevation”** shall have the meaning set forth in Section 2.15 below.

(nn) **“Nonstock Corporation Act”** means the Connecticut Revised Nonstock Corporation Act, Sections 33-1000 to 33-1290, inclusive, of the Connecticut General Statutes, Revision of 1958, as amended, and as it may be further amended from time to time.

(oo) **“Occupant”** means a person or persons, other than the Owner, in possession of a Unit or any portion thereof.

(pp) **“Owner”** or **“Unit Owner”** means the record holder or holders of record of fee title to a Unit. “Owner” shall not include any persons or entities whose sole interest in a Unit is a Security Interest.

(qq) **“Original Declarant”** shall have the meaning set forth in Section 1.1 above.

(rr) **“Parking Management Plan”** shall have the meaning set forth in Section 7.4 below.

(ss) **“Pedestrian Access Easement”** shall have the meaning set forth in 2.12 below.

(tt) **“Phase Four Garage Expansion Plates”** shall have the meaning set forth in Section 7.5 below.

(uu) **“Phase Four Garage Payback Date”** shall have the meaning set forth in Section 2.6 below.

(vv) **“Phase Four Garage Required Payback Amount”** shall have the meaning set forth in Section 2.6 below.

(ww) **“Phase Four Garage Unit Elevator and Stairwell Easement”** shall have the meaning set forth in Section 2.10 below.

(xx) **“Phase Four Garage Unit First Construction License”** shall have the meaning set forth in Section 2.7 below.

(yy) **“Phase Four Garage Unit Second Construction License”** shall have the meaning set forth in Section 2.9 below.

(zz) **“Phase Four Garage Unit Third Construction License”** shall have the meaning set forth in Section 2.13 below.

(aaa) **“Phase Four Unit No-Build Area”** shall have the meaning set forth in Section 2.15 below.

(bbb) **“Phase Four Unit Construction License”** shall have the meaning set forth in Section 2.11 below.

(ccc) **“Phase Four Unit Parking/Access Easements”** shall have the meaning set forth in Section 2.6 below.

(ddd) **“Phase Three Unit No-Build Area”** shall have the meaning set forth in Section 2.15 below.

(eee) **“Phase Two Garage Expansion Plates”** shall have the meaning set forth in Section 7.5 below.

(fff) **“Phase Two Garage Payback Date”** shall have the meaning set forth in Section 2.4 below.

(ggg) **“Phase Two Garage Unit First Construction License”** shall have the meaning set forth in Section 2.5 below.

(hhh) **“Phase Two Garage Unit Second Construction License”** shall have the meaning set forth in Section 2.11 below.

(iii) **“Phase Two Garage Unit Third Construction License”** shall have the meaning set forth in Section 2.13 below.

(jjj) **“Phase Two Unit First Construction License”** shall have the meaning set forth in Section 2.9 below.

(kkk) **“Phase Two Unit Second Construction License”** shall have the meaning set forth in Section 2.13 below.

(lll) **“Phase Two Unit Parking/Access Easements”** shall have the meaning specified in Section 2.4 below.

(mmm) **“Property”** means the real property submitted to condominium ownership pursuant to the Act, described on **Exhibit A** hereto, together with all buildings and improvements now or hereafter located thereon, and all easements, rights and appurtenances belonging thereto.

(nnn) **“Rules and Regulations”** means those rules and regulations for the use of Units or Common Elements and for the conduct of persons within the Condominium, adopted by the Executive Board pursuant to this Declaration, as amended by the Unit Owners from time to time.

(ooo) **“Security Interest”** means an interest in real property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien on real property or title retention contract intended as security for an obligation.

(ppp) **“Separate Utility Facilities”** means any of the following not installed for use in common by more than one Unit: storm drainage facilities and sanitary sewer systems (including, without limitation, underground storm and sanitary sewer systems), underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone, television cables and telecommunications systems, and all other utility systems and facilities reasonably necessary for the use of or service to any improvements within a Unit or its assigned Limited Common Elements. All Separate Utility Facilities shall be owned by, and be the property of, either the Unit Owner benefiting from such Separate Utility Facility or the applicable utility company installing the same.

(qqq) **“Sound Construction Practice”** means construction practices then generally considered in the Stamford area to represent sound trade practice in the construction

of improvements or alterations, provided that these may in no event be inconsistent with Governmental Requirements or the specific provisions of this Declaration.

(rrr) “**Survey and Plans**” means collectively (1) that record or survey map of the Property attached hereto as **Exhibit B** and recorded on the Stamford Land Records, as the same may from time to time be amended (“**Survey**”), and (2) the Initial Garage Extension Improvement Plans, as the same may from time to time be amended.

(sss) “**Termination Agreement**” shall have the meaning set forth in Section 6.2 below.

(ttt) “**Trinity Stamford**” shall mean Trinity Stamford LLC, a Massachusetts limited liability company authorized to conduct business in the State of Connecticut, with a principal place of business at 75 Federal Street, 4th Floor, Boston, Massachusetts 02110.

(uuu) “**Unit**” means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.3 of this Declaration.

(vvv) “**Utility Facilities**” means, collectively and individually, the Common Utility Facilities and/or the Separate Utility Facilities and/or any of them.

Terms not otherwise defined herein or in the other Documents shall have the meanings specified in the Act.

ARTICLE II

NAME , TYPE AND LOCATION OF COMMON INTEREST COMMUNITY; NAME OF AND TYPE OF ASSOCIATION; UNITS

2.1. Name of the Common Interest Community and Association. The name by which this Common Interest Community is to be identified is “**The Trinity Stamford PSW Condominium**”. The Trinity Stamford PSW Condominium is a condominium. The Common Interest Community is located in the City of Stamford, Connecticut. The name of the Association is The Trinity Stamford PSW Condominium Association, Inc. It is a nonstock corporation organized under the laws of the State of Connecticut.

2.2. Creation of the Units. There are six (6) Units in the Condominium, identified as follows:

1. The Phase Two Unit;
2. The Phase Four Unit;
3. The Phase Two Garage Unit;
4. The Phase Four Garage Unit;

5. The Phase Three Unit; and

6. The City Garage Unit.

All Units are identified by their identifying number and are shown on the Survey and Plans.

(a) Simultaneously with the recording of this Declaration, in accordance with the Land Disposition Agreement, (i) the Phase Two Unit shall be conveyed to Trinity Stamford Phase Two LLC, (ii) the Phase Two Garage Unit shall be conveyed to Trinity Stamford Garage LLC, and (iii) the Phase Four Garage Unit shall be conveyed to Trinity Stamford Garage LLC.

(b) Unit Descriptions:

(i) Each of the Phase Two Unit, Phase Three Unit, Phase Four Unit and City Garage Unit described above and included in the Condominium is comprised of a volume of space, as follows:

Each such Unit has (1) "vertical" boundaries, perpendicular to the face of the Earth (or that would be perpendicular if the surface of the Earth were flat), which define the lateral extent of such Unit, (2) a lower "horizontal" boundary, which is a plane perpendicular to the Unit's vertical boundaries, and accordingly parallel to the surface of the Earth if the Earth's curvature is disregarded, and (3) an upper "horizontal" boundary, which is a plane parallel to the Unit's lower boundary and extends upward to the heavens. The volume of space that comprises each such Unit extends laterally to such Unit's vertical boundaries, and extends upward to the heavens from such Unit's lower horizontal boundary.

(ii) Each of the Phase Two Garage Unit and Phase Four Garage Unit described above and included in the Condominium is comprised of a volume of space, as follows:

Each such Unit is itself comprised of five (5) volumes of space (i.e. the five (5) levels of the Improvements to be located on such Units and the air space above such Improvements) as more particularly described below and as shown on the Initial Garage Extension Improvement Plans. Each such volume of space (i.e. each level of the Improvements) has (1) "vertical" boundaries as shown on the Initial Garage Extension Improvement Plans, perpendicular to the face of the Earth (or that would be perpendicular if the surface of the Earth were flat), which define the lateral extent of such volume of space, (2) a lower "horizontal" boundary as shown and at the elevations described in the Survey and Plans, which is a plane perpendicular to the

volume of space's vertical boundaries, and accordingly parallel to the surface of the Earth if the Earth's curvature is disregarded, and (3) an upper "horizontal" boundary as shown and at the elevations described in the Survey and Plans, which is a plane parallel to the volume of space's lower boundary and (x) with respect to the first four (4) volumes of space within each such Unit (i.e. the first four levels of the Improvements), extends upward to the lower horizontal boundary of the volume of space located immediately above such volume of space and (y) with respect to the fifth (5th) volume of space within each such Unit (i.e. the top level of the Improvements as shown on Sheet 6 of 8 of the Initial Garage Extension Improvement Plans), extends upward to the heavens. For the avoidance of doubt, it is hereby confirmed that the upper horizontal boundary of the portion of the Phase Four Garage Unit shown in the inset on sheet 1 of the Survey (i.e. the rectangular area dimensioned as 0.20' x 0.75') is a plane parallel to the Unit's lower boundary and extends upward to the heavens.

(iii) The elevation of each Unit's lower horizontal boundary is depicted or otherwise indicated on the Survey, and is intended to correspond to the finished ground surface of the Land as it now exists. Insofar as the elevation of the existing surface of the Land is not uniform within the Unit's vertical boundaries, the elevation of the Unit's lower horizontal boundary is intended to correspond to the existing surface of the Land at its highest point within such vertical boundaries. The intent of the foregoing is that the Land and space below each Unit's lower horizontal boundary remain undivided and are Common Elements. Such Land and space below each Unit's lower horizontal boundary is allocated as a Limited Common Element of such Unit as more particularly described in Section 4.2 below.

(iv) In the event of conflict between the foregoing definition of the lower horizontal boundary of a Unit (that is, the lower horizontal boundary as it would be determined by survey according to such definition) and the specific elevation figure indicated on the Survey, the foregoing definition shall control. The lower horizontal boundary shall not change by reason of excavation below such lower horizontal boundary, by installation of any berm, fill or other improvements installed above such lower horizontal boundary or by any other change in the contours of the Land as they now exist.

(v) Everything now or hereafter existing within the boundaries of a Unit is considered part of such Unit, including any building, structure and/or other improvements constructed within such boundaries, subject to the easements specifically granted herein.

(c) The designation of each Unit and its percentage of undivided interest in the Common Elements within the Property are set forth on **Exhibit C** hereto and shall be of a permanent character except as herein provided or as described in the Act.

2.3. Alteration of Unit Boundaries.

(a) In accordance with the Act, and subject to the requirements of the Land Disposition Agreement and this Declaration, the boundaries between adjoining Units may be relocated and any Unit may be subdivided into two or more Units, so long as any such alteration or subdivision does not materially affect any Unit not owned by the Unit Owner(s) taking such action or increase the expenses or liabilities of any Unit not owned by the Unit Owner(s) taking such action. If more than one Unit is altered, the percentage of undivided interests in the Common Elements shall be reapportioned between or among the altered Units in any manner reasonably proposed by the Unit Owner(s) taking such action. All such changes or alterations shall be reflected by an amendment of this Declaration as provided in Section 3.3 below.

(b) Each of the Owners of the Phase Two Unit, the Phase Three Unit and the Phase Four Unit may, without the consent of the other Unit Owners, create a separate common interest community within its Unit by submitting such Unit and its appurtenant interests to the Act for purposes of creating such common interest community, provided that such common interest community is subject and subordinate to this Declaration and the By Laws and is consistent in all material respects with any and all applicable provisions of the Governing Documents.

2.4. Appurtenant Rights and Easements Benefiting the Phase Two Unit. Original Declarant hereby declares and establishes for the benefit of the Phase Two Unit Owner and each Interest Holder in the Phase Two Unit, the following easements, rights and interests appurtenant to the Phase Two Unit for utilities, ingress and egress and other purposes specifically described herein:

(a) The Broad to Washington Connector Drive. The right and easement, in common with all other Owners, and others entitled thereto, to use the Broad to Washington Connector Drive, as so located.

(b) Easement to Access and Use Garage Parking Spaces. The exclusive right and easement to access and use all parking spaces within the Phase Two Garage Unit, which easement rights shall include the right to park in such parking spaces on a daily, twenty-four-hour-per-day basis, together with the non-exclusive right and non-exclusive easement of ingress, egress and use of the driveways, drive aisles, ramps, pedestrian walkways, stairs and elevators within each of the Phase Two Garage Unit, the Phase Four Garage Unit and the City Garage Unit, as the same may exist from time to time (collectively, the “**Phase Two Unit Parking/Access Easements**”); provided, however, in no event shall the Phase Two Unit Owner or any Interest Holder in the Phase Two Unit be permitted to use the Phase Two Unit Parking/Access Easements until the Phase Two Garage Payback Date. The “**Phase Two Garage Payback Date**” shall mean the date on which each of the following conditions are satisfied: (1) the Phase Two Unit Owner shall have paid to the Phase Two Garage Unit Owner the total amount incurred by the Phase Two Garage Unit Owner (i) to design and construct the Garage Extension Improvements (such costs to be evidenced by the Phase Two Garage Unit Owner’s construction contract and architect’s agreement for such Garage Extension Improvements) to be constructed within the Phase Two Garage Unit or its

assigned Limited Common Elements as contemplated by the Land Disposition Agreement (provided that in the event that the Phase Two Unit Owner exercises its rights of self-help set forth in Section 7.1 below, then the amount required to be paid by the Phase Two Unit Owner to the Phase Two Garage Unit Owner under this clause (i) shall be reduced by the amount of costs and expenses incurred by the Phase Two Unit Owner in exercising such rights of self-help), and (ii) for Common Expenses assessed against the Phase Two Garage Unit (excluding any Common Expenses incurred pursuant to Section 3.2(d) below) and other expenses incurred by the Phase Two Garage Unit Owner described in Section 7.8 below (excluding any items of expense to the extent that the Phase Two Garage Unit Owner is actually reimbursed from applicable warranties or insurance proceeds applicable thereto) from and after the initial recording of this Declaration through the Phase Two Garage Payback Date; and (2) such Garage Extension Improvements shall be completed and operational as evidenced by a certificate of occupancy or other like permit or authorization permitting the use thereof for their intended purposes. With respect to clause (1) above, during the construction of the Garage Extension Improvements, the Phase Two Unit Owner shall pay the Phase Two Garage Unit Owner, from time to time upon invoice, for costs incurred in connection with the construction of the Garage Extension Improvements on the Phase Two Garage Unit. Such payment shall be due to the Phase Two Garage Unit Owner, on or prior to the date that is thirty (30) days after the delivery of an invoice to the Phase Two Unit Owner for such costs (and, if requested by the Phase Two Unit Owner, such invoice shall be accompanied by paid invoices, lien waivers and other evidence of payment as may be reasonably requested by the Phase Two Unit Owner to evidence the payment of the costs reflected in such invoice). Such easement rights shall burden the Phase Two Garage Unit. Following the occurrence of the Phase Two Garage Payback Date, the Phase Two Unit Owner and the Phase Two Garage Unit Owner shall be permitted to execute and record (without the requirement of obtaining the consent of the Association or any other Unit Owner or any Eligible Mortgagee) a certificate evidencing the occurrence of the Phase Two Garage Payback Date; provided that the failure of the parties to record such a certificate shall not affect the parties' rights hereunder.

The Phase Two Garage Unit Owner shall keep and maintain books, accounts, and records with respect to the costs described in this Section 2.4(b). Such books, accounts and records shall be open to inspection by the Phase Two Unit Owner, at all reasonable times upon reasonable prior notice, and the Phase Two Unit Owner shall have the right, exercisable in its discretion, to elect to audit such books, accounts and records. Notwithstanding the foregoing, the Phase Two Garage Unit Owner's obligation to keep and maintain books, accounts and records and the Phase Two Unit Owner's right to access and audit such books, accounts and records shall be of no further force and effect following the date that is one (1) year after the Phase Two Garage Payback Date.

2.5. Obligations, Rights, Licenses and Easements Burdening the Phase Two Unit. Original Declarant hereby establishes the following rights and easements, which shall burden the Phase Two Unit, be for the benefit of the Unit Owners of the Units described below and the Interest Holders of such Units, and be appurtenant to such Units:

(a) Temporary Construction License for Phase Two Garage Unit Owner. A non-exclusive temporary license in favor of the Phase Two Garage Unit Owner during the period (and from time to time) of any construction, reconstruction, maintenance, repair or

replacement of Improvements now or hereafter located within the Phase Two Garage Unit or its assigned Limited Common Elements, to access the Phase Two Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the “**Phase Two Garage Unit First Construction License**”); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Two Garage Unit First Construction License shall be subject to the provisions of Article VIII, and shall be further subject to: (i) reasonable prior written notice to the Phase Two Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Two Unit by the Unit Owner and Interest Holders of the Phase Two Unit, and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Two Unit Owner.

(b) Temporary Construction License for the City Garage Unit Owner. A non-exclusive temporary license in favor of the City Garage Unit Owner during the period (and from time to time) of any construction, reconstruction, maintenance, repair or replacement of Improvements now or hereafter located within the City Garage Unit or its assigned Limited Common Elements, to access the Phase Two Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the “**City Garage Unit First Construction License**”); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the City Garage Unit First Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the Phase Two Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Two Unit by the Unit Owner or Interest Holders of the Phase Two Unit, and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Two Unit Owner.

(c) Utility Facilities. The non-exclusive right and easement of other Unit Owners, subject to Section 2.16 below and the other applicable provisions of this Declaration, to install, use, operate, maintain, repair, and replace Common Utility Facilities and Separate Utility Facilities serving the Units anywhere within the Condominium.

2.6. Appurtenant Rights and Easements Benefiting the Phase Four Unit. Original Declarant hereby establishes for the benefit of the Unit Owners and Interest Holders of the Phase Four Unit, the following easements, rights and interests appurtenant to the Phase Four Unit for utilities, ingress and egress and other purposes specifically described herein:

(a) The Broad to Washington Connector Drive. The right and easement, in common with all other Owners, and others entitled thereto, to use the Broad to Washington Connector Drive, as so located.

(b) Easement to Access and Use Garage Parking Spaces. The exclusive right and easement to access and use all parking spaces within the Phase Four Garage Unit,

which easement rights shall include the right to park in such parking spaces on a daily, twenty-four-hour-per-day basis, together with the non-exclusive right and non-exclusive easement of ingress, egress and use of the driveways, drive aisles, ramps, pedestrian walkways, stairs and elevators within each of the Phase Two Garage Unit, the Phase Four Garage Unit and the City Garage Unit, as the same may exist from time to time (collectively, the **"Phase Four Unit Parking/Access Easements"**); provided, however, in no event shall the Phase Four Unit Owner or any Interest Holder in the Phase Four Unit be permitted to use the Phase Four Unit Parking/Access Easements until the Phase Four Garage Payback Date. The **"Phase Four Garage Payback Date"** shall mean the date on which each of the following conditions are satisfied: (1) the Phase Four Unit Owner shall have paid to the Phase Four Garage Unit Owner the Phase Four Garage Required Payback Amount, and (2) the Garage Extension Improvements shall be completed and operational as evidenced by a certificate of occupancy or other like permit or authorization permitting the use thereof for their intended purposes. The **"Phase Four Garage Required Payback Amount"** shall mean (A) if Trinity Stamford (or a separate limited partnership, limited liability company or other entity designated by Trinity Stamford) to take title to the Phase Four Unit in accordance with the Land Disposition Agreement) acquires the Phase Four Unit, an amount equal to the cost incurred by the Phase Four Garage Unit Owner (i) to design and construct the Garage Extension Improvements (such costs to be evidenced by the Phase Four Garage Unit Owner's construction contract and architect's agreement for such Garage Extension Improvements) to be located within the Phase Four Garage Unit and its assigned Limited Common Elements as contemplated by the Land Disposition Agreement (if requested by the Phase Four Unit Owner, the Phase Four Garage Unit Owner shall provide paid invoices, lien waivers and other evidence of payment as may be reasonably requested by the Phase Four Unit Owner to evidence the payment such costs), and (ii) for Common Expenses assessed against the Phase Four Garage Unit (excluding any Common Expense incurred pursuant to Section 3.2(d) below) and other expenses incurred by the Phase Four Garage Unit Owner described in Section 7.8 below (excluding any items of expense to the extent that the Phase Four Garage Unit Owner is actually reimbursed from applicable warranties or insurance proceeds applicable thereto) from and after the initial recording of this Declaration through the Phase Four Garage Payback Date; or (B) if, pursuant to the Land Disposition Agreement, an entity other than Trinity Stamford (or a separate limited partnership, limited liability company or other entity designated by Trinity Stamford) acquires the Phase Four Unit, an amount equal to the purchase price for the Private Parking Garage Unit IV as determined in accordance with the provisions of Section 2 of the Second Amendment to the Land Disposition Agreement. Such easements shall burden the Phase Four Garage Unit. Following the occurrence of the Phase Four Garage Payback Date, the Phase Four Unit Owner and the Phase Four Garage Unit Owner shall be permitted to execute and record (without the requirement of obtaining the consent of the Association or any other Unit Owner or any Eligible Mortgagee) a certificate evidencing the occurrence of the Phase Four Garage Payback Date; provided that the failure of the parties to record such a certificate shall not affect the parties' rights hereunder.

The Phase Four Garage Unit Owner shall keep and maintain books, accounts, and records with respect to the costs described in this Section 2.6(b). Such books, accounts and records shall be open to inspection by the Phase Four Unit Owner, at all reasonable times upon reasonable prior notice, and the Phase Four Unit Owner shall have the right, exercisable in its discretion, to elect to audit such books, accounts and records.

Notwithstanding the foregoing, the Phase Four Garage Unit Owner's obligation to keep and maintain books, accounts and records and the Phase Four Unit Owner's right to access and audit such books, accounts and records shall be of no further force and effect following the date that is one (1) year after the Phase Four Garage Payback Date.

2.7. Obligations, Rights, Licenses and Easements Burdening the Phase Four Unit. Original Declarant hereby establishes the following rights and easements, which shall burden the Phase Four Unit, be for the benefit of the Unit Owners of the Units described below and Interest Holders of such Units, and be appurtenant to such Units:

(a) Temporary Construction License for Phase Four Garage Unit Owner. A non-exclusive temporary license in favor of the Phase Four Garage Unit Owner during the period (and from time to time) of any construction, reconstruction, maintenance, repair or replacement of the Garage Extension Improvements within the Phase Four Garage Unit or its assigned Limited Common Elements, to access the Phase Four Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the "**Phase Four Garage Unit First Construction License**"); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Four Garage Unit First Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the Phase Four Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Four Unit by the Unit Owner and Interest Holders of the Phase Four Unit and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Four Unit Owner.

(b) Utility Facilities. The non-exclusive right and easement of other Unit Owners, subject to Section 2.16 below and the other applicable provisions of this Declaration, to install, use, operate, maintain, repair, and replace Common Utility Facilities and Separate Utility Facilities serving the Units anywhere within the Condominium.

2.8. Appurtenant Rights and Easements Benefiting the Phase Two Garage Unit. Original Declarant hereby establishes for the benefit of the Unit Owners and Interest Holders of the Phase Two Garage Unit, the following easements, rights and interests appurtenant to the Phase Two Garage Unit for utilities, ingress and egress and other purposes specifically described herein:

(a) The Broad to Washington Connector Drive. The right and easement, in common with all other Owners, and others entitled thereto, to use the Broad to Washington Connector Drive, as so located.

(b) Easement for Support – Garage Extension Improvements. The non-exclusive right and easement in common with the Phase Four Garage Unit Owner for structural support in and to the structural and load bearing components and footings of the Garage Extension Improvements, as the same may exist from time to time, that are necessary to maintain the support and integrity of the Garage Extension Improvements; provided,

however, that any installation, addition, alteration or replacement shall not place any loads on any Improvement that would exceed the greater of the design capacity thereof as contemplated in the Initial Garage Extension Improvement Plans or the actual weight bearing capacity at the relevant time as constructed.

(c) Easement for Support – 6th Level Stair and Stair Enclosure Extension.

The exclusive right and easement for the benefit of the Phase Two Garage Unit in the area on or within the City Garage Unit shown as “Phase Two Garage Unit 6th Level Stair Extension Easement” on the Initial Garage Extension Improvement Plans for the purpose of (i) structural support in and to the structural and load bearing components of the 6th level stair and stair enclosure of the proposed Garage Extension Improvements, as they may exist from time to time, and (ii) installing, constructing, improving, maintaining, repairing, replacing and using such 6th level of the proposed Garage Extension Improvements.

(d) Easement for Permanent Improvements and Connections. The exclusive right and easement for the benefit of the Phase Two Garage Unit in the area on or within the City Garage Unit shown as “Phase Two Garage Permanent Improvements and Connections Easement Area” on the Initial Garage Extension Improvement Plans for the purpose of installing, constructing, improving, maintaining, repairing, replacing and using such improvements as are shown on the Initial Garage Extension Improvement Plans, as they may exist from time to time, which improvements connect the City Garage Unit Improvements to the Garage Extension Improvements located within the Phase Two Garage Unit.

2.9. Obligations, Rights, Licenses and Easements Burdening the Phase Two Garage Unit. Original Declarant hereby establishes the following rights and easements, which shall burden the Phase Two Garage Unit, be for the benefit of the Unit Owners of the Units described below and Interest Holders of such Units, and be appurtenant to such Units:

(a) Temporary Construction License for Phase Two Unit Owner. A non-exclusive temporary license in favor of the Phase Two Unit Owner during the period (and from time to time) of any reconstruction, maintenance, repair or replacement of Improvements now or hereafter located within the Phase Two Unit or its assigned Limited Common Elements, to access the Phase Two Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the “**Phase Two Unit First Construction License**”); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Two Unit First Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the Phase Two Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Two Garage Unit by the Unit Owner and Interest Holders of the Phase Two Garage Unit and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Two Garage Unit Owner.

(b) Temporary Construction License for the City Garage Unit Owner. A non-exclusive temporary license in favor of the City Garage Unit Owner during the period

(and from time to time) of any construction, reconstruction, maintenance, repair or replacement of Improvements located within the City Garage Unit or its assigned Limited Common Elements, to access the Phase Two Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the “**City Garage Unit Second Construction License**”); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the City Garage Unit Second Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the Phase Two Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Two Garage Unit by the Unit Owner and Interest Holders of the Phase Two Unit or the Phase Two Garage Unit and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Two Garage Unit Owner and the Phase Two Unit Owner.

(c) Temporary Construction License for Phase Four Garage Unit Owner. A non-exclusive temporary license in favor of the Phase Four Garage Unit Owner during the period (and from time to time) of any construction, reconstruction, maintenance, repair or replacement of the Garage Extension Improvements within the Phase Four Garage Unit or its assigned Limited Common Elements, to access the Phase Two Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the “**Phase Four Garage Unit Second Construction License**”); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Four Garage Unit Second Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the Phase Two Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Two Garage Unit by the Unit Owner and Interest Holders of the Phase Two Unit or the Phase Two Garage Unit and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Two Garage Unit Owner and the Phase Two Unit Owner.

(d) Utility Facilities. The non-exclusive right and easement of other Unit Owners, subject to Section 2.16 below and the other applicable provisions of this Declaration, to install, use, operate, maintain, repair, and replace Common Utility Facilities and Separate Utility Facilities serving the Units anywhere within the Condominium.

2.10. Appurtenant Rights and Easements Benefiting the Phase Four Garage Unit. Original Declarant hereby establishes for the benefit of the Unit Owner and Interest Holders of the Phase Four Garage Unit, the following easements, rights and interests appurtenant to the Phase Four Garage Unit for utilities, ingress and egress and other purposes specifically described herein:

(a) The Broad to Washington Connector Drive. The right and easement, in common with all other Owners, and others entitled thereto, to use the Broad to Washington Connector Drive, as so located.

(b) Elevator and Stairwell Exclusive Easement. The exclusive, permanent right and easement to use the area within the Phase Four Unit shown as “Phase Four Garage Unit Elevator and Stairwell Easement Area” on the Survey for the purpose of installing, constructing, improving, maintaining, repairing, replacing and using the elevator, stairway and related improvements necessary to construct and operate the elevator and stairway which are included in the Garage Extension Improvements to be constructed on or within the Phase Four Garage Unit and as shown on the Initial Garage Extension Improvement Plans (the “**Phase Four Garage Unit Elevator and Stairwell Easement**”). Upon the completion of the construction of the elevator, stairway and related improvements within said Phase Four Garage Unit Elevator and Stairwell Easement Area, the same shall be subject to the Phase Two Unit Parking/Access Easements, the Phase Four Unit Parking/Access Easements and the City Garage Unit Access Easement.

(c) Easement for Support. The non-exclusive right and easement in common with the Phase Two Garage Unit for structural support in and to the structural and load bearing components of the Garage Extension Improvements, as the same may exist from time to time, that are necessary to maintain the support and integrity of the Garage Extension Improvements; provided, however, that any installation, addition, alteration or replacement shall not place any loads on any Improvement that would exceed the greater of the design capacity thereof as contemplated in the Initial Garage Extension Improvement Plans or the actual weight bearing capacity at the relevant time as constructed.

(d) Easement for Permanent Improvements and Connections. The exclusive right and easement for the benefit of the Phase Four Garage Unit in the area on or within the City Garage Unit shown as “Phase Four Garage Permanent Improvements and Connections Easement Area” on the Initial Garage Extension Improvement Plans for the purpose of installing, constructing, improving, maintaining, repairing, replacing and using such improvements as are shown on the Initial Garage Extension Improvement Plans, as they may exist from time to time, which improvements connect the City Garage Unit Improvements to the Garage Extension Improvements located within the Phase Four Garage Unit.

2.11. Obligations, Rights, Licenses and Easements Burdening the Phase Four Garage Unit. Original Declarant hereby establishes the following rights and easements, which shall burden the Phase Four Garage Unit, be for the benefit of the Unit Owners of the Units described below and Interest Holders of such Units, and be appurtenant to such Units:

(a) Temporary Construction License for Phase Four Unit Owner. A non-exclusive temporary license in favor of the Phase Four Unit Owner during the period (and from time to time) of any construction, reconstruction, maintenance, repair or replacement of Improvements now or hereafter located within the Phase Four Unit or its assigned Limited Common Elements, to access the Phase Four Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the “**Phase Four Unit Construction License**”); provided, that each such

license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Four Unit Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the Phase Four Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Four Garage Unit by the Unit Owner and Interest Holders of the Phase Four Garage Unit and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Four Garage Unit Owner.

(b) Temporary Construction License for the City Garage Unit Owner. A non-exclusive temporary license in favor of the City Garage Unit Owner during the period (and from time to time) of any reconstruction, maintenance, repair or replacement of Improvements located within the City Garage Unit or its assigned Limited Common Elements, to access the Phase Four Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the **"City Garage Unit Third Construction License"**); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the City Garage Unit Third Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior notice to the Phase Four Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Four Garage Unit by the Unit Owners and Interest Holders of the Phase Two Unit, the Phase Four Unit or the Phase Four Garage Unit, and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Four Garage Unit Owner and the Phase Four Unit Owner.

(c) Temporary Construction License for Phase Two Garage Unit Owner. A non-exclusive temporary license in favor of the Phase Two Garage Unit Owner during the period (and from time to time) of any construction, reconstruction, maintenance, repair or replacement of the Garage Extension Improvements within the Phase Two Garage Unit or its assigned Limited Common Elements, to access the Phase Four Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the **"Phase Two Garage Unit Second Construction License"**); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Two Garage Unit Second Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior notice to the Phase Four Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the use and enjoyment of the Phase Four Garage Unit by the Unit Owner and Interest Holders of the Phase Four Garage Unit, and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the Phase Four Garage Unit Owner.

(d) Utility Facilities. The non-exclusive right and easement of other Unit Owners, subject to Section 2.16 below and the other applicable provisions of this Declaration,

to install, use, operate, maintain, repair, and replace Common Utility Facilities and Separate Utility Facilities serving the Units anywhere within the Condominium.

2.12. Appurtenant Rights and Easements Benefiting the City Garage Unit. Original Declarant hereby establishes for the benefit of the City Garage Unit Owner, and its guests, tenants and invitees, the following easements, rights and interests appurtenant to the City Garage Unit for utilities, ingress and egress and other purposes specifically described herein:

(a) The Broad to Washington Connector Drive. The right and easement, in common with all other Owners, and others entitled thereto, to use the Broad to Washington Connector Drive, as so located.

(b) Pedestrian Access Easement. Commencing on the date that the Garage Extension Improvements are fully completed and operational, the non-exclusive right and easement to use the area on or within the Phase Two Unit, the Phase Three Unit and Phase Two Garage Unit shown as "Pedestrian Access Easement" on the Survey (the "**Pedestrian Access Easement Area**") for the purpose of permitting guests and invitees of the City Garage Unit Owner to pass and re-pass across and through the Pedestrian Access Easement Area to access West Park Place (the "**Pedestrian Access Easement**"). The Phase Two Unit Owner, the Phase Three Unit Owner and the Phase Two Garage Unit Owner shall have the right to construct improvements within, and to relocate the portions of, the Pedestrian Access Easement Area located on their respective Units from time to time, so long as reasonably similar access is provided across each Unit.

(c) Easement to Access and Use Garage Extension Improvements. Commencing on the date that the Garage Extension Improvements are completed and placed into operation by the Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner, the non-exclusive right to use the driveways, drive aisles, ramps, pedestrian walkways, stairs and elevators within each of the Phase Two Garage Unit and the Phase Four Garage Unit, as the same may exist from time to time (collectively, the "**City Garage Unit Access Easement**") for the purpose of permitting vehicular and pedestrian ingress and egress through the Garage Extension Improvements and facilitating the use and operation of the City Garage Unit. The City Garage Unit Access Easement shall not include a right to access and use any parking spaces within the Garage Extension Improvements.

2.13. Obligations, Rights, Licenses and Easements Burdening the City Garage Unit. Original Declarant hereby establishes the following rights and easements, which shall burden the City Garage Unit, be for the benefit of the Unit Owners of the Units described below and Interest Holders of such Units, and be appurtenant to such Units:

(a) Temporary Construction License for Phase Two Unit Owner. A non-exclusive temporary license in favor of the Phase Two Unit Owner during the period (and from time to time) of any construction, reconstruction, maintenance, repair or replacement of Improvements now or hereafter located within the Phase Two Unit or its assigned Limited Common Elements, to access the City Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the "**Phase Two Unit Second Construction License**"); provided, that each such

license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Two Unit Second Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the City Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the City Garage Unit Owner's use and enjoyment of the City Garage Unit, and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the City Garage Unit Owner.

(b) Temporary Construction License for Phase Two Garage Unit Owner. A non-exclusive temporary license in favor of the Phase Two Garage Unit Owner during the period (and from time to time) of the initial construction of the Garage Extension Improvements consistent with the Land Disposition Agreement and of any subsequent construction, reconstruction, maintenance, repair or replacement of the Garage Extension Improvements or any other Improvements located within the Phase Two Garage Unit or its assigned Limited Common Elements, to access the City Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the "**Phase Two Garage Unit Third Construction License**"); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Two Garage Unit Third Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the City Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the City Garage Unit Owner's use and enjoyment of the City Garage Unit, and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the City Garage Unit Owner.

(c) Temporary Construction License for Phase Four Garage Unit Owner. A non-exclusive temporary license in favor of the Phase Four Garage Unit Owner during the period (and from time to time) of the initial construction of the Garage Extension Improvements consistent with the Land Disposition Agreement and of any subsequent construction, reconstruction, maintenance, repair or replacement of the Garage Extension Improvements or any other Improvements located within the Phase Two Garage Unit or its assigned Limited Common Elements, to access the City Garage Unit to the extent that such access is reasonably necessary for the purpose of performing the work in question, given the adjacent nature of the Units (the "**Phase Four Garage Unit Third Construction License**"); provided, that each such license as to the Unit benefited thereby shall end when the construction, reconstruction, maintenance or repair which gives rise to such license shall be completed. Any work performed in connection with the Phase Four Garage Unit Third Construction License shall be subject to the provisions of Article VIII hereof, and shall be further subject to: (i) reasonable prior written notice to the City Garage Unit Owner, and (ii) the obligation not to unreasonably interfere with the City Garage Unit Owner's use and enjoyment of the City Garage Unit, and, without limiting the generality of the foregoing, the obligation to coordinate an acceptable work schedule with the City Garage Unit Owner.

(d) Utility Facilities. The non-exclusive right and easement of other Unit Owners, subject to Section 2.16 below and the other applicable provisions of this Declaration,

to install, use, operate, maintain, repair, and replace Common Utility Facilities and Separate Utility Facilities serving the Units anywhere within the Condominium.

2.14. Easements and Licenses Via Private Agreement. Nothing in this Declaration shall prevent: (1) two or more Unit Owners from making separate agreements, whereunder temporary or permanent easements or licenses (including without limitation easements establishing temporary or permanent parking entitlements) are granted within a Unit; or (2) a Unit Owner from granting third parties (including utility companies) easement rights with respect to such Unit Owner's Unit, whether temporary or permanent. No such separate agreement may authorize a use of the affected easement area that is inconsistent with this Declaration. Furthermore, each Unit Owner shall have the right to direct and request the Executive Board on behalf of the Association to grant easements within any Limited Common Element assigned to such Unit Owner's Unit for utilities or to satisfy the terms of any Governmental Requirements or Land Use Approvals, subject to the requirements of the Governing Documents.

2.15. Restriction on Unit Owners and Units.

(a) No Unit Owner may construct, install or erect any improvements, or alter or modify any improvements located on any Unit in any manner which will have any adverse impact on the open air ventilation requirements or fire separation requirements of the Garage, including, without limitation, the Garage Extension Improvements, in accordance with applicable Governmental Requirements; provided, however, (i) that the Unit Owners of the Garage Units shall not be permitted to make alterations or improvements to the Garage which would adversely affect the ability of other Unit Owners to repair and or rebuild their respective Improvements as originally constructed, and (ii) the foregoing shall not be deemed to prohibit any applicable Unit Owner from seeking a waiver/exemption from the applicable Governmental Requirements, in which event such restriction shall be waived to the extent of such waiver/exemption. If and to the extent a change in any applicable Governmental Requirements occurs after the date hereof and such change adversely affects either the open air ventilation requirements or fire separation requirements of the Garage or a Unit Owner's ability to repair and/or rebuild its respective Improvements as originally constructed, the applicable Unit Owners shall cooperate in good faith to reasonably address such adverse effects in order to cause the Garage to be in compliance with all applicable Governmental Requirements and/or to permit the repair and/or rebuilding of the applicable Improvements.

(b) In furtherance of the restriction set forth in Section 2.15(a) above, the air space within the Phase Four Unit shown as "Phase Four Unit No Build Area" on the Survey shall remain forever open and unobstructed (the "**Phase Four Unit No-Build Area**"). No structures or buildings may be constructed in the Phase Four Unit No-Build Area; provided that the foregoing restriction shall not prohibit use of the area for the installation of small scale improvements such as transformers, fencing, landscaping elements, and other similar improvements that do not have an adverse impact on the open air ventilation requirements or fire separation requirements of the Garage, including, without limitation, the Garage Extension Improvements, in accordance with applicable Governmental Requirements.

(c) Reference is made to the area within the Phase Three Unit shown as “Phase Three Unit No Build Area” on the Survey (the “**Phase Three Unit No-Build Area**”). In the furtherance of the restriction set forth in Section 2.15(a) above, no structures or buildings may be constructed above the No-Build Elevation (as hereinafter defined) in the Phase Three Unit No-Build Area, it being the intention that such area above the No Build Elevation shall remain forever open and unobstructed. For the avoidance of doubt, it is acknowledged that the foregoing restriction shall not prohibit the construction of structures, buildings or other improvements in the Phase Three Unit No-Build Area below the No-Build Elevation provided that the same do not have an adverse impact on the open air ventilation requirements or fire separation requirements of the Garage, including, without limitation, the Garage Extension Improvements, in accordance with applicable Governmental Requirements. The “**No-Build Elevation**” shall mean Elevation 43 as based on the National Geodetic Vertical Datum of 1929 (NGVD-29).

2.16. Utility Facility Relocation Rights; Replacement and Repair Requirements; Installation.

(a) Each Unit Owner shall have the right to relocate any Utility Facilities that burden its Unit or assigned Limited Common Elements upon ten (10) business days’ prior written notice to any other Unit Owner benefitted by the applicable Utility Facilities; provided that such relocation:

(i) Shall not permanently interfere with or diminish the utility service to the benefitted Unit Owner, and the applicable Unit Owners shall coordinate such interruption to eliminate any detrimental effects;

(ii) Shall not reduce or unreasonably impair the usefulness or function of such applicable Utility Facilities;

(iii) Shall be performed at the sole cost and expense of the relocating Unit Owner;

(iv) Shall be completed in compliance with Sound Construction Practices and using materials and design standards whose value and utility equal or exceed those originally used; and

(v) Shall have been approved by the provider of such utility service and the appropriate governmental authorities, if required.

(b) Documentation of the relocated utility facilities, including the furnishing of an “as-built” survey to all Unit Owners and the Association shall be at the relocating Unit Owner’s expense and shall be accomplished as soon as possible following completion of such relocation.

(c) Notwithstanding any provision of this Section 2.16 to the contrary, with respect to any proposed relocation of any Utility Facilities to be completed prior to the substantial completion of the initial improvements intended for the Condominium by the Land Disposition Agreement, the City Garage Unit Owner’s prior written consent with respect to

such relocation shall be required; provided that such consent shall not be unreasonably, withheld, conditioned or delayed.

(d) Each Unit Owner shall have the right to complete maintenance, repairs or replacements of any Utility Facilities that benefit such Unit Owner's Unit and are located within another Unit or any Limited Common Element assigned to another Unit upon thirty (30) days' prior written notice (except in the event of an emergency endangering persons or property in which event only such notice as is practicable shall be required) to the Unit Owner of such other Unit or assigned Limited Common Element; provided that such maintenance, repairs or replacements:

(i) Shall be performed at the sole cost and expense of the maintaining, repairing and/or replacing Unit Owner;

(ii) Shall have been approved by the provider of such utility service and the appropriate governmental authorities, if required;

(iii) Shall be completed in compliance with Sound Construction Practices; and

(iv) The maintaining, repair and/or replacing Unit Owner, following the completion of the relevant work, shall promptly replace and restore any affected areas and improvements to the condition in which they were immediately prior to performance of such work.

(e) The installation by a Unit Owner of new Utility Facilities within any other Unit or assigned Limited Common Element of any other Unit shall require the consent of such affected Unit Owner, which consent shall not be unreasonably withheld, conditioned or delayed so long as such installation otherwise complies with the requirements of this Declaration (including the requirements of Section 2.16(d) above and Article VIII below) and will not have a material adverse effect on the affected Unit Owner or its Unit or its assigned Limited Common Elements.

2.17. Encroachments: If any portion of the Improvements within any Unit encroaches upon any portion of the Improvements located within any other Unit as a result of (a) settling or shifting of the Improvements, (b) any alteration, repair or restoration made when and as required or permitted in this Declaration, (c) any alteration, repair or restoration of any portion of the Condominium after damage by fire or other casualty or as a result of an eminent domain proceeding, or (d) normal construction deviations and tolerances in connection with the initial construction of the Improvements, and/or encroachments reflected on the construction drawings for such Improvements, but being of a level of detail not shown on the Survey and Plans, a valid easement shall exist for such encroachment and for the maintenance of the same to the extent of and for the duration of the encroachment, without the necessity for execution of any documentation by any Unit Owner or by the Association.

2.18. Specific Utility Rights.

(a) The Phase Two Unit Owner, the Phase Two Garage Unit Owner and/or the Phase Four Garage Unit Owner, as the case may be, shall have the right, but not the obligation, in connection with the initial construction of the Phase Two Unit Improvements and Garage Extension Improvements, to connect the electrical system and telecommunications/data system for the City Garage Unit to the new electrical utility service and the new telecommunications/data utility services for such Units; provided that in connection with any such connection the Phase Two Unit Owner, Phase Two Garage Unit Owner and/or the Phase Four Garage Unit Owner, as the case may be, shall bear the costs thereof and shall install or maintain existing separate meters with respect to such systems.

(b) The Phase Two Garage Unit Owner and/or the Phase Four Garage Unit Owner, as the case may be, in connection with the initial construction of the Garage Extension Improvements, shall permit the City Garage Unit Owner to connect the fire service and fire sprinkler system of the City Garage Unit improvements to the Phase Two Garage Unit and Phase Four Garage Unit fire sprinkler system and fire service lines; provided that the City Garage Unit Owner shall bear the cost for the same and shall coordinate any such connection with such other affected Unit Owners at times and in a manner as is reasonably approved by such Unit Owners.

(c) The Phase Two Garage Unit Owner and/or the Phase Four Garage Unit Owner, as the case may be, shall have the right, but not the obligation, in connection with the initial construction of the Garage Extension Improvements, to connect the domestic water system of the City Garage Unit to the water service lines for the Phase Four Unit, the Phase Two Garage Unit and the Phase Four Garage Unit; provided that in connection with any such connection the Phase Two Garage Unit Owner and/or the Phase Four Garage Unit Owner, as the case may be, shall bear the costs thereof.

2.19. Easements and Licenses Generally.

(a) All easements shall (i) attach to, run with and be for the benefit of each of the Units that is the dominant Unit under this Article II, and the Unit Owner and Interest Holders of such Unit, and be appurtenant to such Unit and enforceable as a covenant running with the land as an equitable servitude, and (ii) be limitations and burdens upon each Unit that is the servient Unit under this Article II and such Unit's Unit Owner.

(b) All easements granted hereunder are superior to, and shall survive the foreclosure of, any lien by the Association or a Unit Owner pursuant to the provisions of this Declaration. The Unit Owners shall hold fee title to the Common Elements subject to the easements set forth in this Article II.

(c) Any dispute concerning the existence, location, nature and/or scope of any of the easements established under this Article II shall be considered a matter subject to arbitration in accordance with **Exhibit D**, or to the extent applicable, Article XVIII of the Land Disposition Agreement.

(d) Temporary licenses for the benefit of any Unit Owner also may be exercised by the architects, engineers, contractors, subcontractors, materialmen and others engaged, in directing and performing such work for such Unit Owner.

(e) Upon completion of any work as to which a temporary license or right was enjoyed pursuant to the provisions of this Article II, the licensee shall promptly, at its own cost and expense, repair and/or restore the Unit (and any Improvements and facilities located therein) on which the license was exercised to the same, or as good condition, as existed immediately before the license was exercised or the work under the license was completed.

(f) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Condominium to the general public, and the licensor or dominant estate owner shall be entitled to make such temporary closures as may be reasonably necessary to avoid creation of any public rights.

(g) Eligible Mortgagees and their respective agents, representatives and employees shall be entitled, but shall not be obligated, to exercise any easement, license or self-help right established hereunder in favor of the Unit Owner in whose Unit such Eligible Mortgage holds a Security Interest.

ARTICLE III **ALLOCATED INTERESTS**

3.1. Allocated Interests. The table showing Unit numbers and their Allocated Interests is attached hereto as **Exhibit C**. The Allocated Interests have been allocated based upon the formula set forth in such **Exhibit C**. Except as otherwise provided herein, each Unit Owner shall be liable for its proportionate share of Common Expenses based on its Allocated Interest and, in the event of dissolution or final liquidation of the Association, shall be entitled to a percentage share of Common Profits equivalent to its Allocated Interest.

3.2. Common Expenses.

(a) Except as otherwise set forth in this Declaration to the contrary, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interest of the Common Expenses as shown on **Exhibit C**.

(b) As of the date of this Declaration, the following items are intended to be the only Common Expenses which will be allocated and assessed among the Owners as set forth herein:

(i) Common Expenses as set forth in Section 1.3(k) above;

(ii) Costs in connection with the continued legal existence and good standing of the Association, including the filing of annual reports with the Connecticut Secretary of State and legal fees incurred in connection with the foregoing; and

(iii) The costs of any insurance maintained by the Association pursuant to Article IV below.

(c) Notwithstanding the provisions of Section 3.2(b) above, if and to the extent additional costs are incurred by the Association, and such costs are of general applicability to all of the Units of the Condominium (as opposed to less than all of the Units, in which event such costs shall be apportioned equally among the relevant Units), then the same shall be included within Common Expenses.

(d) The following Common Expenses shall not be assessed against all Units in accordance with their Allocated Interests but shall be assessed as follows:

(i) Any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned;

(ii) Any increase in an insurance premium for Association maintained insurance due as a result of activities attributable to a particular Unit or Units (outside of the uses contemplated for such Unit or Units by the Land Disposition Agreement or this Declaration) shall be equitably assessed against such Unit or Units;

(iii) Fees, charges, late charges, fines, interest, reasonable attorneys' fees and other costs incurred by the Association in enforcing the Governing Documents against a Unit Owner or its Interest Holder shall be a Common Expense assessed solely against the applicable Unit;

(iv) Assessments to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities; and

(v) If any Common Expense is caused by the misconduct or gross negligence of any Unit Owner, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under any insurance policy carried by the Association, whether that portion results from application of a deductible or otherwise, against that Unit Owner's Unit.

(e) With respect to any Separate Utility Facility, subject to Section 2.16 above, the benefitting Unit Owner shall be responsible, at its sole cost and expense, for all installation, maintenance, repair and replacement of the same (except to the extent the need for such maintenance, repair or replacement arises due the negligence, misuse, abuse or neglect of another Unit Owner, its agents or invitees, in which event the cost thereof shall be the responsibility of such other Unit Owner). With respect to any Common Utility Facility, subject to Section 2.16 above, the benefitting Unit Owners shall be responsible for all installation, maintenance, repair and replacement of the same and shall share equally in the cost of the same (except to the extent the need for such maintenance, repair or replacement

arises due the negligence, misuse, abuse or neglect of another Unit Owner, its agents or invitees, in which event the cost thereof shall be the responsibility of such other Unit Owner).

(f) Subject to the conditions set forth in Sections 2.4 and 2.6 above, the Phase Two Garage Unit shall be subject to an exclusive use easement in favor of the Phase Two Unit, and the Phase Four Garage Unit shall be subject to an exclusive use easement in favor of the Phase Four Unit. Accordingly, following the respective Payback Dates, if and to the extent that any Common Expense is assessed against the Phase Two Garage Unit or the Phase Four Garage Unit, then the Phase Two Unit Owner and the Phase Four Unit Owner, shall reimburse the Phase Two Garage Unit Owner and/or the Phase Four Garage Unit Owner, respectively, for such Common Expense assessment paid by it, excluding those Common Expenses described in Section 3.2(d) above (it being acknowledged that prior to such Payback Dates, the respective Garage Unit Owners shall be responsible for such Common Expenses assessed against their respective Garage Units, subject to the provisions of Section 2.4(b)(ii) and 2.6(b)(ii) above). With respect to a Common Expense or portion thereof that exclusively benefits both the Phase Two Garage Unit and the Phase Four Garage Unit, such Common Expense shall be allocated among such Units on a pro rata basis, taking into account the number of parking spaces located within each such Unit to the total number of parking spaces in both such Units. For the avoidance of doubt, it is confirmed that this Section 3.2(f) shall not be applicable with respect to costs incurred with respect to the Phase Two Garage Unit or Phase Four Garage Unit which are not Common Expenses, which costs shall be governed by Article VII below.

3.3. Reallocation of Allocated Interests Between Unit Owners. In connection with the subdivision of or relocation of boundaries between Units, any two (2) or more Units may specify a reallocation of their respective Allocated Interests in an application to the Association for an amendment to the Declaration. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, or the Unit Owners have failed to obtain the required governmental approvals, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units and of the Association shall be endorsed thereon. On recording, the amendment shall be indexed in the names of the Unit Owners as grantor and grantee, and in the grantee's index in the name of the Association and the Condominium. The applicants shall reimburse the Association for its reasonable costs incurred in the review and preparation of the amendment and any required Survey and Plans, including, but not limited to, the fees of architects, attorneys and other professionals engaged by the Association, and recording costs.

3.4. Voting. Except as otherwise set forth in this Declaration to the contrary, with respect to matters requiring a vote or consent of the Unit Owners, the vote or consent of one hundred percent (100%) of all Unit Owners shall be required.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS; INSURANCE

4.1. Common Elements.

(a) The only Common Elements of the Condominium are (x) the Land and the space below the lower “horizontal” boundary of each Unit as described in Section 2.2(b) above, (y) those portions of the Improvements located below such lower “horizontal” boundary, and (z) all other portions of the Common Interest Community other than the Units.

(b) No portion of the Common Elements may be conveyed or subjected to a Security Interest by the Association without first obtaining the unanimous vote or agreement of all Unit Owners and Eligible Mortgagees; provided that the foregoing shall not be deemed to limit a Unit Owner’s rights to convey or encumber its Unit. Furthermore, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Condominium or consistent with Section 2.14 shall not be deemed a conveyance or encumbrance within the meaning of this Section 4.1(b).

4.2. Limited Common Elements.

(a) The Land and space lying directly below the lower “horizontal” boundary of each Unit, as described in Section 2.2(b) above, lying within the extensions of the vertical boundaries of such Unit to the center of the Earth, is allocated to such Unit as a Limited Common Element and such Unit shall have the exclusive right to use the same.

(b) To the extent any building Improvement located within a Unit from time to time extends below the lower “horizontal” boundary of the Unit, the portions so extending below such lower “horizontal” boundary (and the spaces and Improvements located therein) shall be deemed to serve only the Unit above it and are Limited Common Elements allocated to such Unit and the use thereof is limited to that Unit. For example, existing and future basements, underground parking facilities, and other subterranean portions of any building that are designed for occupancy, and crawlspaces, footings, foundations and similar items (and the spaces and Improvements located therein) and facilities are Limited Common Elements allocated to the Unit located above them.

(c) Notwithstanding anything contained in this Declaration to the contrary, the Unit Owner of the Unit to which the Limited Common Elements described in Section 4.2(b) are assigned shall be responsible for the installation, maintenance, repair, replacement and insuring (to the extent normally insurable under property insurance policies) of such Limited Common Elements (including, without limitation, all footings and foundations)), and such Unit Owner shall be liable for all costs associated therewith, including without limitation, all costs of repair in excess of any insurance proceeds (including any deductible), and all Common Expenses associated therewith shall be assessed solely against such Unit.

(d) As to each of the foregoing Limited Common Elements, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

4.3. Insurance.

(a) Each Unit Owner shall obtain and maintain the following insurance at its sole cost and expense: (1) workers compensation insurance, in amounts required by Connecticut law and employer's liability insurance coverage in a minimum amount of five hundred thousand dollars (\$500,000); (2) commercial general liability insurance not less than a combined single limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and (3) five million dollars (\$5,000,000) of excess umbrella liability insurance, including hired and non-owned automobile liability insurance (which umbrella coverage will be above the commercial general liability and worker's compensation policies previously described above). Each Unit Owner shall be responsible for insuring its Unit and the improvements located therein and within its respectively assigned Limited Common Elements. The Executive Board shall cooperate with any Unit Owner wishing to rebuild, restore or repair any Unit damaged or destroyed by fire or other casualty.

(b) The Association shall obtain and maintain the following insurance, the premiums on such insurance being a Common Expense: (1) workers compensation insurance, in amounts required by Connecticut law and employer's liability insurance coverage in a minimum amount of five hundred thousand dollars (\$500,000); (2) commercial general liability insurance, including medical payments insurance, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, in an amount not less than a combined single limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, or such increased amounts as the Executive Board shall from time to time determine, but at least covering each member of the Executive Board and each Unit Owner; (3) directors and officers insurance not less than a combined single limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (4) a blanket fidelity bond for all persons who handle or are responsible for funds held or administered by the Association covering the maximum funds that will be in the custody of the Association at any time while the bond is in force; and (5) such other insurance as the Association shall reasonably determine.

(c) All insurance policies obtained by the Executive Board shall be written in the name of and all proceeds payable hereunder shall be paid to any insurance trustee designated for that purpose, or otherwise to the Association, for the benefit of the Unit Owners, the Association, and lien holders, as their respective interests may appear and shall include a "severability of interest" clause so-called in its terms or by endorsement. All policies of insurance shall be written with a company or companies authorized to do business in the State of Connecticut and having a policyholder's rating of "A" or better by Best's Insurance Reports. All policies of insurance shall provide for the issuance of a certificate to each Unit Owner indicating on its face that such certificate is issued under a policy obtained pursuant to this Section 4.3. All original insurance policies and endorsements with respect to Association obtained insurance shall be held by the Association, as trustee, which shall acknowledge that such policies and any proceeds therefrom shall be held and disbursed in accordance with the terms of this Section 4.3 and the Act.

(d) To the extent available, all policies of insurance maintained by the Association or Unit Owners shall contain waivers of subrogation and waivers of any reduction or pro rata liability of the insurer as a result of any insurance carried by Unit

Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the insureds.

(e) The Executive Board shall review annually the amount and terms of insurance obtained by the Association and by the Unit Owners, and shall undertake such action, including appraisals, as may be necessary to determine that such insurance conforms to the provisions of this Section 4.3. The Executive Board shall have exclusive authority to negotiate and adjust losses under all insurance policies obtained by the Association.

4.4. Eminent Domain. If all or part of a Unit, or the Limited Common Elements allocated to such Unit, is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable to such Unit's Owner, subject to the interest and rights of any mortgagee(s) of such Unit at the time of such taking. Notwithstanding the foregoing, all compensation for and on account of a taking with the respect to the Phase Two Unit (and following the Phase Two Payback Date, the Phase Two Garage Unit and the Phase Two Parking/Access Easement) or the Phase Four Unit (and following the Phase Four Payback Date, the Phase Four Garage Unit and the Phase Four Parking/Access Easement), shall be paid to the Phase Two Unit Owner and the Phase Four Unit Owner, respectively, subject to the interest and rights of any mortgagee(s) of such Unit at the time of such taking.

ARTICLE V

THE ASSOCIATION

5.1. The Association. Every record owner of any fee interest in any Unit on the Property shall be a member of the Association, and membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit; provided, however, that no person who holds only a Security Interest in a Unit shall be deemed a member of the Association and provided, further, that no Unit shall have more than one vote appurtenant to or associated with it, irrespective of the number of record owners of such Unit.

5.2. Maximum Development. The maximum number of Units in this Condominium shall be not more than six (6); provided the foregoing is not intended to limit individual Unit Owner's rights under Section 2.3(b) above.

5.3. Lien Rights.

(a) The Association has a statutory lien on a Unit for any assessment levied against the Unit from the time the assessment becomes delinquent. Fees, charges, late charges, fines, reasonable attorneys' fees, and interest charged pursuant to the Act and the Governing Documents and any other sums due to the Association under this Declaration, the Act, or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due;

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment brought to be enforced becomes delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association;

(c) A lien under this Section 5.3 is also prior to all Security Interests described in Section 5.3(b)(2) to the extent of:

(i) An amount equal to the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 5.4 which would become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Section 5.3(b)(2); and

(ii) The Association's costs and attorneys' fees in enforcing its lien.

(d) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required;

(e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessments becomes due, provided that, if a Unit Owner subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the stay of proceedings under Section 362 of the Bankruptcy Code or its successor provision is lifted;

(f) This Section neither prohibits the Association from instituting actions to recover sums for which subsection (a) of this Section creates a lien nor prohibits the Association from taking a deed in lieu of foreclosure;

(g) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party;

(h) Subject to the provisions of Section 5.3(l), the Association's lien may be foreclosed in like manner as a mortgage on real property;

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from the Unit owner prior to or during the pendency of the action. The Court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association's pursuant to Section 5.4 of this Declaration;

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit that became due before the sale, other than the assessments which are prior to that Security Interest under Section 5.3(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all Unit Owners, including the purchaser; and

(k) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

(l) The Association may not commence an action to foreclose a lien on a Unit under this Section 5.3 unless:

(i) The Unit Owner, at the time the action is commenced, owes a sum equal to at least two months of Common Expense assessments based on the periodic budget last adopted by the Association pursuant to Section 5.4.

(ii) The Association has made a demand for payment in a written or electronic communication; and

(iii) The Executive Board has either voted to commence a foreclosure action specifically against the Unit or has adopted a standard policy that provides for foreclosure against the Unit.

5.4. Budget Adoption and Ratification. At least annually, the Executive Board shall adopt a proposed budget of the Condominium for consideration by the Unit Owners. Within thirty (30) days after adoption of any proposed budget for the Condominium by the Executive Board, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date not less than ten days nor more than sixty days after providing the summary for either a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget. If, at that meeting or in the vote by ballot, a Majority of Unit Owners votes to reject the budget, the budget is rejected; otherwise the budget is approved. The absence of a quorum at such meeting or participation in the vote by ballot shall not affect rejection or approval of the budget. If a proposed budget is rejected, the budget last approved by the Unit Owners continues until Unit Owners approve a subsequent budget. No Unit Owner shall unreasonably withhold, condition or delay its consent to any proposed budget.

5.5. Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, in an amount greater than five percent (5%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for approval in the same manner as a budget under Section 5.4.

5.6. Certificate of Payment of Common Expense Assessments. Upon written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid Common Expense assessments against the Unit. The statement

shall be furnished within ten (10) business days after receipt of a request and is binding on the Association, the Executive Board, and on every Unit Owner.

5.7. Scheduled Payments of Common Expenses. All Common Expenses shall be payable in such scheduled installments as the Declaration may provide or as the Association may direct. If the Executive Board does not direct a schedule for payment of installments, all such installments shall be deemed to be payable on a quarterly basis.

5.8. No Waiver of Liability for Common Expenses. No Unit Owner may exempt itself from liability for payment of the Common Expenses by waiver of the use of enjoyment of the Common Elements, or by abandonment of the Unit against which the assessments are made.

5.9. Indemnification of Directors and Officers.

(a) The Association shall, to the fullest extent permitted by the Nonstock Corporation Act, indemnify its directors and officers for liability (including any obligation to pay a judgment, settlement, penalty, fine or excise tax, or reasonable expenses incurred with respect to any proceeding) to any person for any action taken or for any failure to take any action, as a director or officer, except liability that (i) involved a knowing and culpable violation of law by such director or officer, (ii) enabled the director or officer or an associate, as defined in Section 33-840 of the Connecticut General Statutes, as amended, to receive an improper personal gain, (iii) showed a lack of good faith and a conscious disregard for the duty of such director or officer to the corporation under circumstances in which such director or officer was aware that his conduct or omission created an unjustifiable risk of serious injury to the Association, or (iv) constituted a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the Association.

(b) Expenses incurred by a director or officer in defending a proceeding shall be paid by the Association in advance of the final disposition of such proceeding upon receipt of (1) a written affirmation of the good faith belief of the director or officer that the relevant standard of conduct has been met by such director or officer or that the proceeding involves conduct for which liability is limited under Subsection 33-1026(b)(4) of the Nonstock Corporation Act, and (2) an undertaking by or on behalf of such director or officer to repay such amount if it shall be ultimately determined that such director or officer is not entitled to be indemnified by the corporation by the Nonstock Corporation Act, or such director or officer has not met the relevant standard of conduct.

(c) For the purposes of this Section 5.9 "proceeding" shall include any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative and whether formal or informal "directors" shall include former directors and "officers" shall include former officers.

ARTICLE VI
TERMINATION OF THE CONDOMINIUM

6.1. Termination. Termination of the Condominium may be accomplished only in accordance with Section 47-237 of the Act, except that any termination agreement, and any

contract for sale of all of the Units and Common Elements in the Condominium following such termination, shall require the unanimous consent of the Unit Owners and the consent of all Eligible Mortgagees.

6.2. Termination Agreement. The termination shall be evidenced by a termination agreement signed by all Units Owners and all Eligible Mortgagees (a “**Termination Agreement**”). To be effective, the Termination Agreement must be recorded in the Stamford Land Records by the date specified in the Termination Agreement for recording. If the Termination Agreement is not so recorded, the Termination Agreement shall be void.

6.3. Expenses of Termination. Expenses of the termination of the Condominium shall be considered Common Expenses and shall be allocated in accordance with the percentage liability for Common Expenses existing immediately before termination.

6.4. Rights of Lienholders Upon Termination. Any proceeds from the sale of any real property, together with assets of the Association, shall be held by the Association as trustee for Unit Owners and holders of liens on the Units as their interests may appear. Following termination, creditors of the Association holding liens on the Units, which liens were recorded prior to termination, may enforce those liens in the same manner as any lienholder. All other creditors of the Association shall be treated as if they had perfected liens on the Units immediately prior to termination.

6.5. Rights of Unit Owners. Each Unit Owner shall have an interest in the proceeds of the sale of real property termination proportionate to the fair market value of its Unit, Allocated Interests and any Limited Common Elements immediately before the termination, as determined by one or more independent appraisers selected by the Executive Board on behalf of the Association.

6.6. Foreclosure. Foreclosure of a lien or encumbrance against the Condominium or any portion thereof does not terminate the Condominium. Foreclosure of a lien or encumbrance against a Unit does not withdraw such Unit from the Condominium.

6.7. Survival of Easements. Notwithstanding anything in this Declaration to the contrary, (i) all easements established under this Declaration are perpetual easements and shall survive the termination of the Condominium and this Declaration, and (ii) all licenses shall survive the termination of the Condominium and this Declaration. If and to the extent necessary to comply with customary Connecticut conveyancing practices to cause such easements and/or licenses to survive (or the same is suggested as a matter of good practice), the Association and the Unit Owners shall execute separate recorded documents prior to the recording of the Termination Agreement in order to evidence such survival.

ARTICLE VII

SPECIAL GARAGE PROVISIONS

7.1. Construction of the Garage Extension Improvements on the Phase Two Garage Unit and the Phase Four Garage Unit. It is acknowledged that Trinity Stamford Garage LLC (as owner of the Phase Two Garage Unit and the Phase Four Garage Unit) intends to initially construct the garage improvements shown on the Initial Garage Extension Improvement Plans

within the Phase Two Garage Unit and the Phase Four Garage Unit and their respective Limited Common Elements (collectively, the “**Garage Extension Improvements**”) by the Initial Garage Completion Date. Following the completion of the Garage Extension Improvements, 209 parking spaces will be located within the Phase Two Garage Unit and 112 parking spaces will be located in the Phase Four Garage Unit, as more particularly shown on the Initial Garage Extension Improvement Plans. In the event that such construction is not complete by the Initial Garage Completion Date (as such date may be extended for force majeure events or other causes beyond the reasonable control of Trinity Stamford Garage LLC), then the Phase Two Unit Owner shall have the right, but not the obligation, to enter the Phase Two Garage Unit and the Phase Four Garage Unit and their respective Limited Common Elements in order to complete the Garage Extension Improvements. The Phase Two Unit Owner may exercise this right by delivering prior written notice to Trinity Stamford Garage LLC (with a copy to the City Garage Unit Owner) at least ten (10) business days prior to the effective date of the exercise of self-help rights hereunder. If the Phase Two Unit Owner exercises such rights the Phase Two Unit Owner shall be required to proceed with all reasonable diligence to complete the Garage Extension Improvements. Furthermore, (1) the Phase Two Unit Owner is hereby granted a temporary license to enter within all portions of the Phase Two Garage Unit and the Phase Four Garage Unit and their respective Limited Common Elements for the purposes of completing and constructing the Garage Extension Improvements, and (2) the temporary construction licenses granted under this Declaration in favor of the Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner shall be deemed to benefit the Phase Two Unit Owner with respect to the City Garage Unit in order to permit the construction of the Garage Extension Improvements by the Phase Two Unit Owner. The Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner shall be jointly and severally liable for all costs and expenses incurred by the Phase Two Unit Owner in connection with the exercise of its rights of self-help under this Section 7.1, including, without limitation, all costs of construction and enforcement. The rights granted to the Phase Two Garage Unit Owner in this Section 7.1 may be exercised by an Eligible Mortgagee of Phase Two Garage Unit Owner.

7.2. Use. The Garage shall only be used for the parking of private passenger vehicles, such as automobiles, sport utility vehicles, motorcycles and, to the extent customarily used primarily for the transportation of passengers rather than cargo, trucks having a capacity of no more than one (1) ton nor possessing more than four (4) wheels, and shall not be used for any other purpose. Bicycles and bicycle racks shall also be permitted in the Garage. A “Commercial” license plate shall not, in and of itself, render a motor vehicle a prohibited commercial vehicle. In no event shall the foregoing be deemed to prohibit parking of rental vehicles and/or the use of parking spaces for car-sharing services (such as, but not limited to, “Zipcar”). Storage shall not be permitted in the parking areas. Boats, trailers, recreational vehicles, unregistered vehicles, or inoperable vehicles shall not be parked or stored in the parking areas. All vehicles shall be subject to the vehicle height restriction of the Garage. All use of the Garage and the parking areas shall be subject to reasonable rules and regulations as may be established by the Garage Manager (or the applicable Unit Owner if any Unit Owner has exercised its rights under Section 7.6 below) as are customary in the greater Stamford area for similarly situated garages.

7.3. Management and Operation of Parking Areas.

(a) Subject to Section 7.6 below, the Garage and the parking areas shall be operated by the City Garage Unit Owner, subject to and consistent with the terms of this Declaration. At all such times the City Garage Unit Owner shall cause the Garage to be professionally managed by a third-party, professional garage manager with at least ten (10) years' experience operating similarly situated and comparably sized mixed-use garages (the "**Garage Manager**"). LAZ Parking is approved as the initial Garage Manager (the "**Initial Garage Manager**"). The City Garage Unit Owner shall have the right in its reasonable discretion to replace the Garage Manager from time to time; provided that any replacement Garage Manager shall meet the requirements of this Declaration and be subject to the prior written approval of the Phase Two Garage Unit Owner (provided that following the Phase Two Garage Payback Date, the Phase Two Unit Owner's approval shall be required in lieu of the Phase Two Garage Unit Owner's approval) and the Phase Four Garage Unit Owner (provided that following the Phase Four Garage Payback Date, the Phase Four Unit Owner's approval shall be required in lieu of the Phase Four Garage Unit Owner's approval), such approval not to be unreasonably withheld, conditioned or delayed.

(b) The City Garage Unit Owner shall retain the Garage Manager by a commercially reasonable management contract, and shall re-bid such management contract no less than once every three (3) years (the "**Garage Management Contract**"). The City Garage Unit Owner's current Garage Management Contract with the Initial Garage Manager dated as of December 20, 2010 is hereby approved (the "**Initial Garage Management Contract**"). On or prior to the completion of the Garage Extension Improvements, the City Garage Unit Owner shall cause the then applicable Garage Management Contract to be amended or rebid on terms mutually approved by the City Garage Unit Owner, the Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner to include management and operation of the Garage Extension Improvements; provided that prior to the City Garage Unit Owner's request for amendment or rebidding, the Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner shall provide (and the City Garage Unit Owner's request for amendment and rebidding shall include) such Unit Owner's specific scope of services requested for the Garage Extension Improvements (which shall be approved by the Phase Two Unit Owner and the Phase Four Unit Owner, as to services affecting its access/parking easement rights and obligations). Additionally, such amendment or rebid Garage Management Contract shall (1) include a specific scope of services (approved by the Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner) to be provided with respect to the Garage Extension Improvements, (2) require the Garage Manager to provide monthly management reports to the Unit Owners with respect to the operation of the Garage Extension Improvements, and (3) a requirement that the Garage Manager carry commercially reasonable amounts and types of insurance as reasonably approved by the Garage Unit Owners (the "**Initial Garage Management Contract Amendment**"). If the Garage Extension Improvements are subject to a Garage Management Contract (and/or the Initial Garage Management Contract Amendment), the Garage Management Contract (and/or the Initial Garage Management Contract Amendment) costs shall be shared as follows:

(i) From and after the commencement of the operation of the Garage Extension Improvements under the applicable Garage Management Contract (and/or the Initial

Garage Management Contract Amendment), the Phase Two Unit Owner shall be responsible for paying to the City Garage Unit Owner or the Garage Manager, as the case may be, the incremental cost (including applicable, fees, charges, reimbursable costs and the like) related to the agreed upon scope of services associated with the Garage Extension Improvements pursuant to the applicable Garage Management Contract (and/or the Initial Garage Management Contract Amendment) (i.e. the incremental cost of providing the requested scope of services for the Garage Extension Improvements).

(ii) From and after the later of the date of the commencement of the operation of the Garage Extension Improvements for the benefit of the Phase Four Unit and the Phase Four Garage Payback Date (it being acknowledged that the Phase Four Unit Owner shall have no right to use any portion of the Phase Four Garage Unit until the Phase Four Garage Payback Date), the Phase Four Unit Owner shall be responsible for paying to the City Garage Unit Owner or the Garage Manager, as the case may be, the agreed upon incremental cost increase, if any, resulting from any amendment needed to the then current Garage Management Contract (i.e. the Garage Management Contract pursuant to which the City Garage Unit Owner and Phase Two Unit are paying for the operation of the Garage) to incorporate parking operations for the Phase Four Garage Unit (i.e. the incremental cost of providing the requested scope of services for the relevant the Garage Extension Improvements).

(iii) In the event that costs are incurred pursuant to the Garage Management Contract with respect to the operation of any portion of the Garage Extension Improvements located within the Phase Four Garage Unit or its Limited Common Elements, (x) after the date set forth in Section 7.3(b)(i) above, and (y) prior to the date set forth in Section 7.3(b)(ii) above, the Phase Four Garage Unit Owner shall be responsible for paying the City Garage Unit Owner or the Garage Manager, as the case may be, for such costs.

(c) The Garage Management Contract shall provide that the Garage Manager will ensure that the Garage be open for use twenty-four (24) hours per day and seven (7) days per week, subject only to closures and/or reductions in access that are due to strike, lockout, breakdown, accident, necessary repairs, war, act of terrorism or other emergency beyond the City Garage Unit Owner's reasonable control, but financial inability shall never be deemed a cause beyond the City Garage Unit Owner's reasonable control. In the absence of any Garage Management Contract, the Unit Owners of the City Garage Unit, Phase Two Garage Unit (or the Phase Two Unit following the Phase Two Garage Payback Date) and Phase Four Garage Unit (or the Phase Four Unit following the Phase Four Garage Payback Date) shall undertake such obligations, subject to such emergencies beyond their respective reasonable control (excluding financial inability).

7.4. Parking Management Plan. The City Garage Unit Owner shall cause the Garage Manager to establish a parking management plan (a "**Parking Management Plan**") from time to time, which shall govern the use of the Garage by the Owners, and their respective tenants, guests and invitees, including, without limitation, the managed parking services relative to certain of the Garage levels. The Parking Management Plan shall be subject to the reasonable approval of (i) the Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner prior to the Phase Two Payback Date and the Phase Four Payback

Date, respectively, (ii) following the Phase Two Payback Date, the Phase Two Unit Owner with respect to matters pertaining to the Phase Two Unit Parking/Access Easements, and (iii) following the Phase Four Payback Date, the Phase Four Unit Owner with respect to matters pertaining to the Phase Four Unit Parking/Access Easements. The Parking Management Plan shall also take into account the following at all times: (1) following the Phase Two Payback Date, all parking spaces within the Phase Two Garage Unit shall be marked "reserved" (at the Phase Two Unit Owner's expense) for the benefit of the Phase Two Unit Owner and its tenants, guests and invitees pursuant to the Phase Two Unit Parking/Access Easements; (2) following the Phase Four Payback Date, all parking spaces within the Phase Four Garage Unit shall be marked "reserved" (at the Phase Four Unit Owner's expense) for the benefit of the Phase Four Unit Owner and its tenants, guests and invitees pursuant to the Phase Four Unit Parking/Access Easements; and (3) each of the Phase Two Unit Owner and the Phase Four Unit Owner reserves the right to assign spaces to specific tenants, guests and invitees within their respective Parking/Access Easements (from and after the effective date of the respective easement grants), and in such event, the City Garage Unit Owner shall cause the Garage Manager to reasonably cooperate with the enforcement of such assignment of spaces (such reasonable cooperation shall include, without limitation, permitting and aiding the towing of unauthorized vehicles by the Phase Two Unit Owner and the Phase Four Unit Owner, as the case may be).

7.5. Capital Repairs/Replacements of the Garage.

(a) The City Garage Unit Owner shall be responsible for all maintenance, repair and structural and capital repairs to and replacements of the improvements within the City Garage Unit and its Limited Common Elements. The Phase Two Garage Unit Owner shall be responsible for all maintenance, repair and structural and capital repairs to and replacements of the portion of the Garage Extension Improvements located within the Phase Two Garage Unit and its Limited Common Elements; provided that, unless the Phase Two Unit Owner is in default with respect to its payment obligations under Section 2.4(b), all such maintenance, repair and structural and capital repairs shall be subject to the approval of the Phase Two Unit Owner, such approval not to be unreasonably withheld, conditioned or delayed. The Phase Four Garage Unit Owner shall be responsible for all maintenance, repair and structural and capital repairs to and replacements of the portion of the Garage Extension Improvements located within the Phase Four Garage Unit and its Limited Common Elements; provided that, unless the Phase Four Unit Owner is in default with respect to its payment obligations under Section 2.6(b), from and after the Phase Four Garage Payback Date, all such maintenance, repair and structural and capital repairs shall be subject to the approval of the Phase Four Unit Owner, such approval not to be unreasonably withheld, conditioned or delayed.

(b) Reference is hereby made to the so-called "expansion joint cover plates" between (x) the City Garage Unit and the Phase Two Garage Unit (the "**Phase Two Garage Expansion Plates**") and (y) the City Garage Unit and the Phase Four Garage Unit (the "**Phase Four Garage Expansion Plates**"). Notwithstanding the provisions of Section 7.5(a) above, the Phase Two Garage Unit Owner shall be responsible, at its cost and expense, for the maintenance, repair and replacement of the Phase Two Garage Expansion Plates and the Phase

Four Garage Unit Owner shall be responsible, at its cost and expense, for the maintenance, repair and replacement of the Phase Four Garage Expansion Plates.

7.6. Self-Management of the Garage Extension Improvements.

(a) Notwithstanding anything to the contrary contained in this Declaration:

(i) at any time prior to (i) the Phase Two Garage Payback Date, the Phase Two Garage Unit Owner shall have the right to elect to self-manage (or to hire a third party operator to manage) the Garage Extension Improvements within the Phase Two Garage Unit and its Limited Common Elements, and (ii) the Phase Four Garage Payback Date, the Phase Four Garage Unit Owner shall have the right to elect to self-manage (or to hire a third party operator to manage) the Garage Extension Improvements within the Phase Four Garage Unit and its Limited Common Elements;

(ii) at any time from and after (i) the Phase Two Garage Payback Date, the Phase Two Unit Owner shall have the right to elect to self-manage (or to hire a third party operator to manage) the Garage Extension Improvements within the Phase Two Garage Unit and its Limited Common Elements, and (ii) the Phase Four Garage Payback Date, the Phase Four Unit Owner shall have the right to elect to self-manage (or to hire a third party operator to manage) the Garage Extension Improvements within the Phase Four Garage Unit and its Limited Common Elements; and

(iii) at any time after the date hereof, the City Garage Unit Owner shall have the right to elect to self-manage the City Garage Unit and the improvements constructed therein and within its Limited Common Elements (in which event the City shall remain obligated to comply with this Article VII, including, without limitation, the requirement to retain a Garage Manager and obtain a Garage Management Contract; provided that the Garage Management Contract will not be applicable to the Garage Extension Improvements for which self-management has been elected pursuant to clauses (i) and/or (ii) above and Section 7.6(b) below, and the Phase Two Unit Owner, the Phase Four Unit Owner, the Phase Two Unit Garage Owner and/or the Phase Four Garage Unit Owner, as the case may be at such time as provided in Section 7.6(b), shall respectively self-manage the applicable Garage Extension Improvements).

(b) Each such Unit Owner shall have the right to exercise such self-management rights on ninety (90) days' prior written notice to the other Unit Owners, and the City Garage Unit Owner shall cause the applicable Garage Management Contract (or the Initial Garage Management Contract Amendment, as the case may be) to include appropriate provisions to permit the self-management contemplated in this Section 7.6 (including, without limitation, termination rights (at no cost to any Unit Owner) with respect to such Garage Management Contract's (or the Initial Garage Management Contract Amendment's, as the case may be) applicability to the Phase Two Garage Unit and Phase Four Garage Unit). In the event that any such Unit Owner elects to self-manage as contemplated hereunder, the City Garage Unit Owner shall reasonably cooperate (and shall cause the Garage Manager to cooperate) and the Unit Owner who has elected self-management shall reasonably cooperate (and shall cause its garage operator to cooperate) to ensure that the Garage remains in

operation in accordance with the requirements of this Declaration. All costs of such self-management shall be the responsibility of the Unit Owner exercising its right to self-manage its Garage Unit.

(c) In the event that the Phase Two Unit Owner or Phase Four Unit Owner exercises its self-management rights set forth in this Section 7.6, each such Unit Owner shall have the right to exercise all easements and licenses granted in favor of the Phase Two Garage Unit and Phase Four Garage Unit, respectively, as and to the extent necessary for the continued operation of the Garage Extension Improvements as contemplated by this Article VII.

7.7. City Garage Unit Fire Service and Sprinkler.

(a) In connection with the improvements to be constructed on or within the Phase Two Garage Unit and the Phase Four Garage Unit and any respective Limited Common Elements, the City Garage Unit Owner will enter into a contract for and cause to be installed in the City Garage Unit a new fire service and dry pipe sprinkler system (the “**New FS System**”) in accordance with the plans and specifications attached hereto as **Exhibit G**. At the City Garage Unit Owner’s sole cost and expense, the City Garage Unit Owner shall enter into a contract for the construction and installation of the New FS System on or prior to December 31, 2013 and shall complete the construction and installation of the New FS System on or prior to December 31, 2014.

(b) If at any time the City Garage Unit Owner fails or refuses to perform or undertake its obligations under this Section 7.7, the Phase Two Unit Owner, Phase Two Garage Unit Owner or the Phase Four Garage Unit Owner may, upon giving ninety (90) days’ prior notice to the City Garage Unit Owner, perform or undertake such obligations; provided, however, no such Unit Owner shall have the right to exercise such self-help right to the extent that a dispute exists as to the City Garage Unit Owner’s failure or refusal to perform or undertake such obligations. Any such dispute under this Section 7.7 shall be submitted to binding arbitration in accordance with the procedures set forth in **Exhibit D**, or to the extent applicable, Article XVIII of the Land Disposition Agreement. Upon completion of the performance of any such work or the undertaking of such obligations, the Unit Owner performing such work or undertaking such obligations may submit an invoice to the City Garage Unit Owner for costs incurred in connection with such performance or undertaking, and the City Garage Unit Owner shall promptly reimburse the performing Unit Owner for all such costs and expenses reasonably incurred by the performing Unit Owner. Furthermore, the performing Unit Owner shall have the following additional rights with respect to and for as long as such nonpayment exists: (i) all rights available at law or in equity, and (ii) all rights available to the Association with respect to a Unit Owner’s failure to pay Common Expenses. If any costs incurred by the Phase Two Garage Unit Owner or the Phase Four Garage Unit Owner in performing the City’s obligations are passed through to the Phase Two Unit Owner or Phase Four Unit Owner under any other applicable provision of this Declaration, such Phase Two Unit Owner and/or Phase Four Unit Owner, as the case may be, shall be entitled to the same rights and remedies as the performing Unit Owner.

7.8. Garage Expenses for the Garage Extension Improvements. Subject to the conditions set forth in Sections 2.4 and 2.6 above, the Phase Two Garage Unit shall be subject to an exclusive use easement in favor of the Phase Two Unit, and the Phase Four Garage shall be subject to an exclusive use easement in favor of the Phase Four Unit. Accordingly, all operating and capital expenses associated with the maintenance, repair, replacement or operation of the Garage Extension Improvements (including the cost of any insurance and restoration or repair required by Section 7.10 below in excess of insurance proceeds) shall be borne, subject to the provisions of Section 2.4(b)(ii) and 2.6(b)(ii) above: (a) as to the portion of the Garage Extension Improvements located within the Phase Two Garage Unit and its Limited Common Elements, by the Phase Two Garage Unit Owner prior to the Phase Two Garage Payback Date and thereafter by the Phase Two Unit Owner, and (b) as to the portion of the Garage Extension Improvements located within the Phase Four Garage Unit and its Limited Common Elements, by the Phase Four Garage Unit Owner prior to the Phase Four Garage Payback Date and thereafter by the Phase Four Unit Owner. With respect to an expense or portion thereof that exclusively benefits both the Phase Two Garage Unit and the Phase Four Garage Unit, such expense shall be allocated among such Units on a pro rata basis, taking into account the number of parking spaces located within each such Unit to the total number of parking spaces in both such Units. Notwithstanding the foregoing, in no event shall the terms and provisions of this Section 7.8 be deemed to apply to the initial construction of the Garage Extension Improvements. For the avoidance of doubt it is hereby confirmed that all operating and capital expenses associated with the maintenance, repair, replacement or operation of the improvements on the City Garage Unit shall be borne by the City Garage Unit Owner.

7.9. Disputes. Any dispute between or among any Unit Owners and/or the Association with respect to matters concerning the Garage shall be submitted to binding arbitration in accordance with the procedures set forth in **Exhibit D**, or to the extent applicable, Article XVIII of the Land Disposition Agreement.

7.10. Casualty, Taking and Insurance.

(a) The (i) City Garage Unit Owner, at its sole cost and expense, shall maintain or cause to be maintained with respect to the structures and improvements constructed on or within the City Garage Unit or its assigned Limited Common Elements, (ii) Phase Two Garage Unit Owner, at its sole cost and expense, shall maintain or cause to be maintained with respect to the structures and improvements constructed on or within the Phase Two Garage Unit or its assigned Limited Common Elements, and (iii) Phase Four Garage Unit Owner, at its sole cost and expense, shall maintain or cause to be maintained with respect to the structures and improvements constructed on or within the Phase Four Garage Unit or its assigned Limited Common Elements, the following: a policy of property insurance on all such structures and improvements, insuring against all risks of direct physical loss commonly insured against, the total amount of such insurance, before application of any deductible (which shall be in commercially reasonable amounts), to be not less than one hundred (100%) percent of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(b) In the event of damage to or destruction of the Garage (including, without limitation the Garage Extension Improvements) or a portion thereof as a result of fire or other casualty, each of the Garage Unit Owners shall be obligated to promptly repair and restore its respective portion of the Garage substantially in accordance with the original plans and specifications therefor, subject only to applicable Governmental Requirements. The Phase Two Garage Unit Owner and the Phase Four Garage Unit Owner, respectively, subject to Section 7.8 above, shall arrange for the prompt repair and restoration of the affected structure or improvement of the Garage Extension Improvements, shall disburse all available insurance proceeds to the contractors engaged in such repair and restoration to the extent of the costs thereof, and shall reasonably cooperate with each other and the other Unit Owners to assure the prompt repair and restoration of the entirety of the Garage. The City Garage Unit Owner shall arrange for the prompt repair and restoration of the affected structure or improvement located within the City Garage Unit or its assigned Limited Common Elements (and agrees that it will cause the City of Stamford's administration to expedite any necessary capital approvals process in order to cause the appropriate funds necessary for such repair or restoration to be available as soon as reasonably possible) and shall reasonably cooperate with the other Unit Owners to assure the prompt repair and restoration of the entirety of the Garage.

(c) In the event of a taking of less than all of the Garage (including, without limitation the Garage Extension Improvements), the Executive Board shall arrange for the prompt repair and restoration of the affected portion of the Garage to the extent feasible. Notwithstanding the provisions of Section 4.4 above to the contrary, any Unit Owner having a right to compensation or damages for and on account of a taking with respect to the Garage hereby assigns to the Association all right to such compensation or damages (and to the extent such Unit Owner receives any such compensation or damages, shall promptly pay the same over to the Association to be held in trust) for the purposes of completing such repair and restoration; provided that if the repair and restoration of the Garage is not feasible, or if the Garage is not repaired and restored pursuant to Section 7.10(d) below, then Section 4.4 above shall govern with respect to any such compensation or damages. The Executive Board shall disburse such amounts to the contractors engaged in such repair and restoration. Any cost of such repair and restoration in excess of the compensation and damages actually received shall constitute a Common Expense assessed against all Units (excluding the Phase Three Unit) on an equitable basis. Any proceeds remaining after such repair or reconstruction shall be disbursed to the Unit Owners (excluding the Phase Three Unit Owner) and their lienholders as their interests may appear in the same proportion as such compensation and damages were initially awarded, subject to Section 4.4 above.

(d) Notwithstanding the foregoing, the Garage (including, without limitation the Garage Extension Improvements) or a portion thereof damaged, destroyed or remaining after a partial taking shall not be repaired or replaced if (1) the Condominium is terminated, (2) repair or replacement would be illegal under state or local health or safety statutes or ordinances (or, in the event of a partial taking, would not be feasible); or (3) all of the Unit Owners (excluding the Phase Three Unit Owner) and their Eligible Mortgagees unanimously agree to not rebuild.

(e) Unless otherwise authorized by unanimous consent of the Unit Owners (excluding the Phase Three Unit Owner) and their Eligible Mortgagees, any reconstruction or repair of the Garage pursuant to this Section 7.10 shall be substantially in accordance with the original plans and specifications therefor, subject only to applicable Governmental Requirements.

(f) If at any time any Unit Owner fails or refuses to perform or undertake its obligations under this Section 7.10, any other Unit Owner may, upon giving ninety (90) days' prior notice to the non-performing Unit Owner, perform or undertake such obligations on such Unit Owner's behalf; provided, however, no such Unit Owner shall have the right to exercise such self-help right to the extent that a dispute exists as to a Unit Owner's failure or refusal to perform or undertake such obligations. Any such dispute under this Section 7.10 shall be submitted to binding arbitration in accordance with the procedures set forth in **Exhibit D**, or to the extent applicable, Article XVIII of the Land Disposition Agreement. Upon completion of the performance of any such work or the undertaking of such obligations, the Unit Owner performing such work or undertaking such obligations may submit an invoice to the nonperforming Unit Owner for costs incurred in connection with such performance or undertaking, and the nonperforming Unit Owner shall promptly reimburse the performing Unit Owner for all such costs and expenses reasonably incurred by the performing Unit Owner. Furthermore, the performing Unit Owner shall have the following additional rights with respect to and for as long as such nonpayment exists: (i) all rights available at law or in equity, and (ii) all rights available to the Association with respect to a Unit Owner's failure to pay Common Expenses.

ARTICLE VIII **ALTERATIONS**

8.1. General Restriction on Improvements and Alterations.

(a) Each Unit Owner may from time to time and at any time construct improvements within its Unit and assigned Limited Common Elements and may alter any such improvements then existing, provided that such improvements comply with (i) applicable Governmental Requirements; (ii) Sound Construction Practice; (iii) if and only if the proposed improvements permanently affect another Unit, the approval of the plans and specifications therefor by the Owner and Eligible Mortgagees of the affected Unit, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) the Governing Documents; and (v) the restrictions set forth in Section 2.15 above. For the avoidance of doubt, but subject to Section 8.1(b) below, it is hereby confirmed that any construction or alteration of improvements which is completed entirely within the boundaries of any Unit or within any Limited Common Elements designated for the exclusive use of such Units shall not require the consent of any other Unit Owner.

(b) In no event shall the City Garage Unit Owner be permitted to make any alterations or modifications to the improvements located on the City Garage Unit that would have a material, adverse effect on the operation of the Garage, the Garage Extension Improvements, or the use and enjoyment of the Phase Two Parking/Access Easement or the Phase Four Parking/Access Easement without first obtaining the prior written consent of the

Phase Two Unit Owner, the Phase Four Unit Owner, the Phase Two Garage Unit Owner, and the Phase Four Garage Unit Owner and the Eligible Mortgagees of such Units.

(c) Each Unit Owner shall maintain its Unit and the Improvements constructed therein, at its own cost and expense, in good operating condition and repair, subject to normal wear and tear and casualty excepted.

8.2. Maintenance of Insurance. Each Unit Owner, at its sole expense, shall maintain in force, or caused to be maintained in force, during any period when the same is performing any work hereunder a separate policy of commercial general liability insurance in at least the amounts described in Section 4.3 above, and builder's risk insurance coverage in commercially reasonable amounts considering the scope of the proposed work. The commercial general liability insurance policy shall name the Association and all Unit Owners as additional insureds.

ARTICLE IX **MORTGAGEE PROVISIONS**

9.1. Introduction.

This Article establishes certain standards and covenants for the benefit of Eligible Mortgagees and their successors and assigns, and may be enforced by any of them by any available means, at law, or in equity. This Article is supplemental to, and not in substitution for, any other provisions of the Governing Documents, but in the case of conflict, this Article shall control.

9.2. Supplemental Definitions.

As used in this Article and elsewhere in the Declaration, the following phrases shall have the following meanings:

(a) "Material Adverse Action" shall mean any amendment to this Declaration or any action of the Executive Board or the Association that is of a material adverse nature to any Eligible Mortgagee of a Unit, including, but not limited to, any action involving or amendment of the following provisions:

(i) Abandonment, partition, subdivision, encumbrance, sale or transfer of any Common Elements, other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements;

(ii) Any change in the procedures that protect the interest of an Eligible Mortgagee when handling any losses or proceeds from condemnation, destruction or liquidation of all or part of the Common Interest Community, or from termination of the Common Interest Community;

(iii) Rights to use Common Elements and Limited Common Elements; except that with respect to rights to use Limited Common Elements, only the Unit

Owners of such Unit or Units to which such Limited Common Elements are assigned and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(iv) Boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only the Unit Owners of such Unit or Units and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(v) Amendment of any provision of the Declaration or Bylaws relating to (a) assessments, (b) assessment liens, (c) priority of assessment liens, or (d) adoption or approval of budgets;

(vi) Reallocations of the Allocated Interests, except that when undivided interests in the Common Elements and liability for Common Expenses are reallocated in connection with an alteration of boundaries between adjoining Units or subdivision of a Unit, then only the Unit Owners of such Unit or Units and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(vii) Conversion of Units into Common Elements or Common Elements into Units;

(viii) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;

(ix) Decreases in amounts, or elimination of types, of required insurance coverage;

(x) Imposition of any restrictions on the leasing or rental of Units or on a Unit Owner's right to sell or transfer a Unit, except that when the restrictions affect less than all Units, then only the Unit Owners of such Unit or Units and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(xi) Any use of insurance proceeds with respect to the Garage for any purpose other than to rebuild;

(xii) Creation or increase of any development right or special declarant right, as such terms are defined in the Act;

(xiii) Voting rights provisions;

(xiv) Termination of the Common Interest Community;

(xv) Merger of the Common Interest Community with any other common interest community;

(xvi) Intentionally omitted;

(xvii) The assignment of the future income of the Association, including its right to receive Common Expense assessments;

(xviii) Any provision that expressly benefits Eligible Mortgagees; and

(xix) Any change which materially impairs the security of a Security Interest held by an Eligible Mortgagee, affects the priority of such Eligible Mortgagee's Security Interest or the ability of the Eligible Mortgagee to foreclose its Security Interest, which change need only be approved by the Eligible Mortgagee so affected.

9.3. Consent Required

(a) No Material Adverse Action may be taken by the Association or by the Executive Board or shall be effective until approved by all Eligible Mortgagees of the Units that are subject to Security Interests or, if a lesser approval is permitted pursuant to Section 9.2, by the Eligible Mortgagees of the applicable Units.

(b) The consent of any Eligible Mortgagee shall be deemed granted if a refusal to consent in writing is not received by the Association within forty-five (45) days after the Association delivers notice of the proposal requiring consent to such Eligible Mortgagee or mails the notice to such Eligible Mortgagee by certified mail, return receipt requested. The Association may rely on the last-recorded Security Interest of record in delivering or mailing notice to the Eligible Mortgagee. Notwithstanding any provision of this Section 9.3(b), an amendment to this Declaration or the Bylaws that affects the priority of an Eligible Mortgagee's Security Interest, or the ability of an Eligible Mortgagee to foreclose its Security Interest, may not be adopted without such Eligible Mortgagee's written consent.

9.4. Notice of Certain Actions or Events

The Association shall give prompt written notice by certified mail, return receipt requested, or by any express or courier service that produces a receipt, to each applicable Eligible Mortgagee, and each Unit Owner hereby consents to and authorizes such notice, of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Garage (for this purpose material includes a condemnation or property loss greater than \$10,000);

(b) Intentionally Omitted;

(c) Any delinquency or default in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a Security Interest held by such Eligible Mortgagee, which remains uncured for a period of thirty (30) days;

(d) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(e) Any judgment rendered against the Association.

9.5. Other Mortgagee Rights

(a) The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours on the same terms as Unit Owners.

(b) The Association shall provide any Eligible Mortgagee, which submits a written request, with a copy of the most recently available annual financial statement of the Association.

(c) If so requested by a majority of the holders of Security Interests on Units, the Association shall have its financial records audited, at the sole cost and expense of such holders of Security Interests.

(d) Any representative of an Eligible Mortgagee may attend any meeting, which a Unit Owner may attend. The Eligible Mortgagee of a Unit shall have the right to cure any default under the Governing Documents of the Unit Owner of such Unit. The cure period for such Unit shall be subject to extension, once, upon written notice by the Eligible Mortgagee of such Unit to the Association, stating that (a) the Unit Owner has defaulted in its obligations to such Eligible Mortgagee; (b) such Eligible Mortgagee is proceeding with commercially reasonable diligence to obtain control of such Unit, if it has not already done so; and (c) if and when such Eligible Mortgagee or its designee obtains such control, such Eligible Mortgagee (or its designee as the case may be) agrees that it will proceed with commercially reasonable diligence to fulfill the Unit Owner's obligations hereunder.

ARTICLE X
MISCELLANEOUS

10.1. General Indemnity.

(a) Each Unit Owner shall indemnify, defend and hold the other Unit Owners, and the Association harmless from and against any and all claims, demands, costs, losses, damages, liability and expense, of every type and nature including without limitation reasonable attorneys' fees and costs arising out of or relating to the indemnifying Unit Owner's (a) use of its Unit and its Limited Common Elements; (b) activities on or within the Condominium; (c) exercise of easement or license rights hereunder; and (d) breach of the Governing Documents.

(b) Such indemnity shall cover acts and omissions by (a) the indemnifying Unit Owner, and its Interest Holders, employees, agents and contractors; and (b) the indemnifying Unit Owner's tenants, and their employees, agents and contractors. Each of the foregoing is called a "**Covered Party**", and they are collectively called the "**Covered Parties**".

(c) A Unit Owner's liability under this Section 10.1 shall not be limited by its liability insurance coverage, or the liability insurance coverage of any Covered Party.

(d) Any requirement in this Declaration that a party be indemnified shall be interpreted as a requirement that the party's officers, directors, members, managers, partners, shareholders, mortgagees and tenants also be indemnified.

10.2. Amendments.

(a) Except as otherwise provided in this Section 10.2 or elsewhere in this Declaration, this Declaration may be amended only by unanimous vote or agreement of the Unit Owners.

(b) No amendment to this Declaration may create or increase Special Declarant Rights or Development Rights or increase the number of Units in the absence of unanimous consent of the Unit Owners.

(c) Except to the extent expressly permitted or required by Sections 2.3(a) and 3.3 of this Declaration, no amendment to this Declaration may change the boundaries of any Unit or the Allocated Interests of any Unit in the absence of the unanimous consent of the Unit Owners.

(d) Amendments to this Declaration permitted pursuant to the provisions of Sections 2.3(a) and 3.3 are governed by and shall be made in accordance with such provisions.

(e) Any other amendment to this Declaration which affects less than all of the Units may be approved by the unanimous vote or agreement solely of the Unit Owners of the affected Units. For the avoidance of doubt, it is hereby confirmed that amendments to this Declaration which do not have a material adverse effect on a particular Unit shall be deemed not to affect such Unit.

(f) Amendments to this Declaration are subject to the consent requirements of Article IX, as and to the extent applicable.

10.3. Notices.

(a) Each Unit Owner shall deliver to the Association, promptly after acquiring a Unit or becoming a Unit Owner, a notice, signed by all persons comprising such Unit Owner, that designates a single individual who is empowered to act on behalf of such Unit Owner in all matters affecting the Association or such Unit, including without limitation the receipt of notices given pursuant to the Governing Documents. Such notice of designation shall provide the representative's mailing address, residence address and one or more telephone numbers. Any such notice of designation may be superseded by a similar notice of designation subsequently given to the Association and Declaration.

(b) Notices required or given pursuant to the Governing Documents shall be written, and shall be directed to each Unit Owner in care of the representative designated by it pursuant to Section 10.3(a) provided that in the case of a Unit Owner that has failed to

designate a representative pursuant to Section 10.3(a), at the address set forth in the deed by which such Unit Owner acquired the Unit.

(c) Notices shall be delivered by hand, or mailed (by certified mail, postage prepaid and return receipt requested), or by recognized “overnight” courier (with payment and arrangements for delivery on the “next business day” after sending). Notices shall be considered given upon receipt, except that notices sent by mail or by “overnight” courier shall be considered given upon first attempted delivery on a business day.

(d) Initially the notice information for each Unit Owner shall be as follows:

Phase Two Unit: Trinity Stamford Phase Two LLC
75 Federal Street, 4th Floor
Boston, MA 02109
Attention: Patrick A.T. Lee
Phone: 617-720-8400

With a copy to: Wilmer Hale LLP
60 State Street
Boston, MA 02109
Attention: Katharine E. Bachman, Esq.
Phone: 617-526-6000

Phase Two Garage Unit
and

Phase Four Garage Unit: Trinity Stamford Garage LLC
75 Federal Street, 4th Floor
Boston, MA 02109
Attention: Patrick A.T. Lee
Phone: 617-720-8400

With a copy to: Wilmer Hale LLP
60 State Street
Boston, MA 02109
Attention: Katharine E. Bachman, Esq.
Phone: 617-526-6000

City Garage Unit,
Phase Three Unit, and
Phase Four Unit:

City of Stamford Connecticut Urban Redevelopment Commission
888 Washington Boulevard
Stamford, Connecticut 06904
Attention: Rachel Goldberg, Esq.
Phone: (203) 327-9180

City of Stamford
888 Washington Boulevard

Stamford, Connecticut 06904
Attention: Office of Economic Development
Phone: (203) 977-5088

With copies to: City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904
Attention: Law Department
Phone: (203) 977-4081

10.4. Enforcement. This Declaration and all exhibits hereto shall inure to the benefit of and be binding on all Unit Owners, the Association and their respective successors and assigns and in the event of any violation hereof or thereof, any aggrieved Unit Owner and/or the Association shall have a right of action against the party violating the terms hereof. Violation of any of the terms of this Declaration or the Governing Documents shall, subject to the requirements of Section 10.5 below, be grounds for relief which will include, but not be limited to, the imposition of fines and/or actions for money damages, injunctive relief, foreclosure of the lien pursuant to the Act, or any combination thereof, each such remedy to be cumulative and not exclusive. Any such violator shall be liable for all court costs and reasonable attorney's fees incurred in enforcing the rights pursuant to the preceding sentence and failure or forbearance by any person in addressing any violation thereof shall not be deemed a waiver of such violation or the right to do so at a later time. In the event any action or cause of action is brought to a court of law all court costs and reasonable attorney's fees of the prevailing party shall to the extent permitted by the Act be paid by the non-prevailing party in that action.

10.5. Alternative Dispute Resolution. As a prerequisite to commencement of a judicial proceeding, and provided that Article XVIII of the Land Disposition Agreement is not applicable, the following legal disputes, claims, or controversies between the Executive Board and Unit Owners or between two or more Unit Owners regarding the Condominium must be submitted to nonbinding alternative dispute resolution as follows:

(a) Except for actions (i) for collection of unpaid Common Expense assessments and charges and fees that can become Common Expense assessments, and (ii) with respect to the Garage (which shall be governed pursuant to Section 7.9 above), prior to the commencement of judicial proceedings, any legal disputes, claims or controversies between the Executive Board and one or more Unit Owners, or between Unit Owners, shall be determined by alternative dispute resolution in Fairfield County in accordance with the rules for commercial arbitration of the American Arbitration Association with a single arbiter with experience in community association law. Such alternative dispute resolution shall commence within fourteen (14) days of the submission of the dispute for the selection of the mediator.

(b) In an attempt to informally resolve such dispute without the need for arbitration, prior to undertaking of arbitration as described below, such disputes will first be submitted to mediation before a mediator selected by the Executive Director of the Connecticut Chapter of the Community Associations Institute or any licensed or otherwise recognized alternative dispute agency, pursuant to the Rules of the American Arbitration

Association. The mediator shall have experience in common interest community law. Such mediation shall commence within thirty (30) days of the submission of the dispute for the selection of the mediator and, if no decision has been agreed upon, shall terminate within two (2) weeks of the commencement of the mediation. If no decision has been agreed upon, the mediator may make a recommended settlement which will be introduced as non-binding evidence at the hearing of the arbitration undertaken below.

(c) If no decision has been reached by mediation, either party to the dispute may, but shall not be obligated to, submit the dispute to final and binding arbitration upon application to the American Arbitration Association or any licensed or recognized alternative dispute resolution agency with a request for a single arbitrator experienced in community association law. If neither party to the dispute elects to submit the dispute to final and binding arbitration, either party to the dispute may commence a judicial proceeding with respect to such dispute.

(d) Upon commencement of arbitration, within one (1) week of notice to the arbitrator, the arbitrator shall forthwith set a date, but not less than thirty (30) days following the submission to arbitration, for the hearing, at which the parties and counsel and such witnesses as they feel necessary may appear, and send written notice to the parties and to the Association, if not a party. Within one (1) week after the notice, the Association shall submit to the arbitrator and the parties all of the information required by Section 47-270(a) of the Act to be submitted to a purchaser with a certification that such information is current and correct; the reasonable cost of preparing and copying such materials shall be paid by the party or parties initiating the arbitration proceeding (but shall be reimbursed by the prevailing party). Prior to one (1) week before the date set for the hearing, each of the parties shall exchange with the other parties, with copies to the arbitrator, all relevant documentation that he intends to use in the arbitration proceedings.

(e) At the arbitration hearing, following submission of evidence and argument to the arbitrator, the parties shall each thereupon, within one (1) week of the termination of the hearing, submit draft, proposed terms of a final arbitration decision and award to the arbitrator and the other parties. The arbitrator shall choose as the final award one of the parties' draft submissions of proposed decision and award without compromise or amendment based upon the arbitrator's determination as to which draft decision and award most closely represents the law, the language of the Governing Documents, and the good and welfare of the Condominium as a whole.

(f) The arbitrator will select the prevailing party, if any, to whom fees, costs, and actual attorney's fees will be awarded and, if there are more than one non-prevailing or prevailing party, the division of such fees and costs between them.

(g) The decision of the arbitrator will be final and may be enforced by injunction, damages, or any other appropriate remedy at law in any Connecticut court of competent jurisdiction in accordance with the Act and Connecticut law applicable to arbitration enforcement.

10.6. Invalidity. Where possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Declaration is declared invalid for any reason by any court having jurisdiction, such provision shall have no effect upon the remaining portion of this Declaration, which shall continue in full force and effect as if this Declaration had been executed with the invalid provisions thereof deleted.

10.7. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce such provision, irrespective of the number of violations, which may occur.

10.8. Captions; Pronouns. The captions herein are inserted only as a matter of convenience) and for reference, and in no way define, limit or describe the scope of this Declaration, or the intent of any provision hereof Pronouns used herein shall be construed in the masculine, feminine, neuter, singular or plural, as the context may require.

10.9 Declarant Rights. The Declarants hereby waive and relinquish all rights they may have under Section 47-234 of the Act to maintain signs on the Common Elements advertising the Condominium. The Declarants hereby terminate the period of Declarant control of the Association provided in Section 47-245(d) of the Act and voluntarily surrender all rights to control activities of the Association; this Declaration shall constitute notice to all Unit Owners of such surrender. No development rights or special declarant rights as such terms are defined in the Act are reserved by the Declarants hereunder.

10.10 Limitation on Executive Board Action.

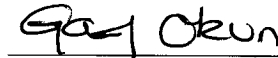
(a) The Association may not borrow money or assign its right to future income as security for a loan unless (i) the loan transaction and the assignment have been approved by the Executive Board; (ii) all of the Unit Owners vote in favor of or agree to the loan transaction or the assignment; (iii) all Eligible Mortgagees of Units consent in writing to the assignment; and (iv) the Association has complied with the requirements of Section 10.10(b) below.

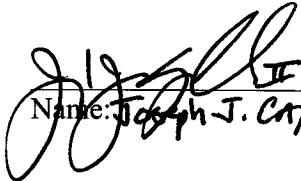
(b) At least fourteen (14) days before the closing of any loan to the Association, the Executive Board shall: (i) disclose in writing to all Unit Owners the amount and terms of the loan and the estimated effect of such loan on any Common Expense assessment, and (ii) afford the Unit Owners a reasonable opportunity to submit written comments to the Executive Board with respect to such proposed loan.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Original Declarant has caused this Declaration to be executed as of May 3, 2013.

Witnesses:


Name: Gail Okun


Name: Joseph J. Caputo II

ORIGINAL DECLARANT:

CITY OF STAMFORD

By: 
Michael A. Pavia, Mayor

STATE OF CONNECTICUT

}

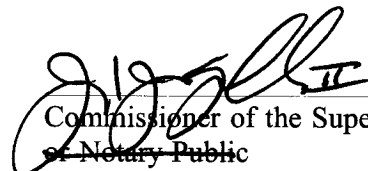
} ss: Stamford

Date: MAY 3, 2013

COUNTY OF FAIRFIELD

}

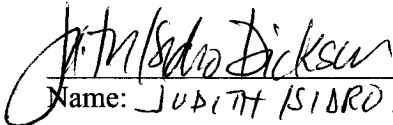
Personally appeared Michael A. Pavia, the Mayor of the City of Stamford, Connecticut, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation before me.


Commissioner of the Superior Court
~~or Notary Public~~

[Original Declarant Signatures Continued on Following Page]

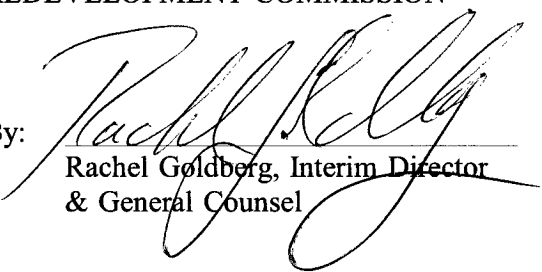
Witnesses:

CITY OF STAMFORD, CONNECTICUT URBAN
REDEVELOPMENT COMMISSION


Name: JUDITH SIDRO DICKSON


Name: Leslie Stroh

By:


Rachel Goldberg, Interim Director
& General Counsel

STATE OF CONNECTICUT

}

} ss: Stamford

Date: 5/3/13

COUNTY OF FAIRFIELD

}

Personally appeared Rachel Goldberg, the Interim Director & General Counsel of the City of Stamford, Connecticut Urban Redevelopment Commission, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation before me.



Commissioner of the Superior Court
or Notary Public **LESLIE S. STROH**
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2015

EXHIBIT A

“Legal Description of the Property”

PARCEL ONE:

All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and designated as “Parcel P-II/IV Area = 113,071+/- SF” on a certain map titled, “Property Survey Depicting a Consolidation of Parcels Park Square West, prepared for City of Stamford Urban Redevelopment Commission,” dated February 6, 2013 and prepared by Redniss & Mead now on file in the office of the town clerk of said City of Stamford and numbered Map 14544.

PARCEL TWO:

All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and designated as “Parcel P-III (11,739 + SF)” on a certain map entitled “Property Survey Depicting Reconfirmation of Parcels prepared for City of Stamford Urban Redevelopment Commission”, now on file in the office of the town clerk of said City of Stamford and numbered 13832, reference thereto being had for a more particular description thereof.

EXHIBIT A-1

“Permitted Encumbrances”

1. Construction Coordination and Access Easement Agreement by and among the City of Stamford, Connecticut, the City of Stamford, Connecticut, Urban Redevelopment Commission, Park Square West, LLC and Target Corporation, dated June 3, 2002 and recorded in Book 6730 at page 72 of the Stamford land records, as amended by First Amendment to Construction Coordination and Access Easement Agreement, by and among the City of Stamford, Connecticut, the City of Stamford, Connecticut, Urban Redevelopment Commission, Trinity Stamford LLC and Target Corporation, dated on or about the date hereof and to be filed in the Stamford land records.
2. State of Connecticut Department of Transportation Traffic Investigation Report to the State Traffic Commission, dated May 17, 2005 and recorded in Book 8071 at page 1 of said records, as supplemented by Office of State Traffic Administration Decision dated March 14, 2013 and recorded on March 21, 2013 in Book 10695 at Page 101 of said records.
3. Grant from The City of Stamford to The Connecticut Light and Power Company, dated February 9, 2006 and recorded in Book 8445 at page 221 of said records.
4. Storm sewer easement and working easement as set forth in deed from George J. Bloise et al to Oscar A. DeLima, dated July 3, 1963 and recorded in Book 984 at page 281 of said records.
5. Zoning Board Certificate recorded August 10, 2012 in Book 10499 at page 317 of said records.
6. Terms, provisions, conditions and agreements contained in the Urban Renewal Plan for the Southeast Quadrant Project (Extended) of the City of Stamford, Connecticut, as amended on December 22, 1978 in Book 1808 at page 82 of the Stamford land records, as amended.

As to the City Garage Unit Only:

7. Stipulation in the matter of 1055 Stamford Associates Limited Partnership and 33 Broad Street Associates, LLC et al, dated July 8, 2003 and recorded July 8, 2003 in Book 6980 at page 261 of said records.

As to the Phase Two Unit Only:

8. Notes, facts, conditions and matters, including rights of others to use the “Broad to Washington Connector Drive”, “Easement of Way Bk. 4222, Pg. 282 S.L.R.” and “Easement of Way Bk. 1887, Pg. 41 S.L.R.”, as shown on a certain survey entitled “ALTA/ACSM Land Title Survey Depicting Phase Two, Phase Two Garage & Phase Four Garage Units, The Trinity Stamford PSW Condominium Prepared For Trinity

Stamford LLC, Stamford, CT”, dated on or about the date hereof and prepared by Redniss & Mead, Job No. 3761H-2.

EXHIBIT A-2

“Appurtenant Rights”

1. Non-exclusive easements set forth in two deeds from The City of Stamford and the City of Stamford, Connecticut, Urban Redevelopment Commission to 33 Broad Street Associates, LLC recorded in Volume 5082 at Page 279 and Volume 5423 at Page 150 of the Stamford Land Records, but subject to the rights to relocate said easements as set forth in Section 2 of the Settlement Agreement recorded in Volume 5039 at Page 21 of the Stamford Land Records.
2. Non-exclusive easement shown as “Easement of Way, Bk. 1072, Pg. 297 S.L.R.” shown and depicted on a certain map entitled “ALTA/ACSM Land Title Survey Depicting Phase Two, Phase Two Garage & Phase Four Garage Units, The Trinity Stamford PSW Condominium Prepared For Trinity Stamford LLC, Stamford, CT”, dated on or about the date hereof and prepared by Redniss & Mead, Job No. 3761H-2, and more particularly described in a deed recorded in Book 1072 at Page 297 of the Stamford Land records.

EXHIBIT B

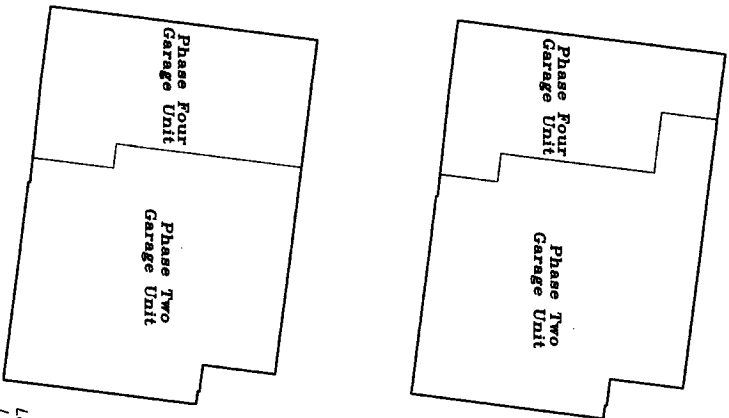
“Survey Map of the Property”

[Survey Immediately Follows this Page]

LEGEND

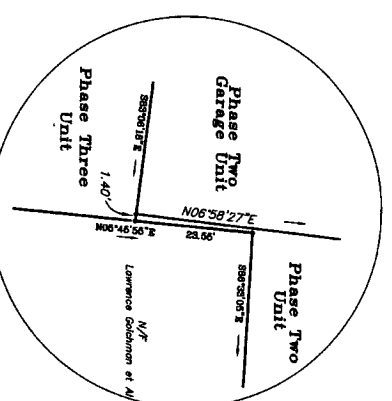
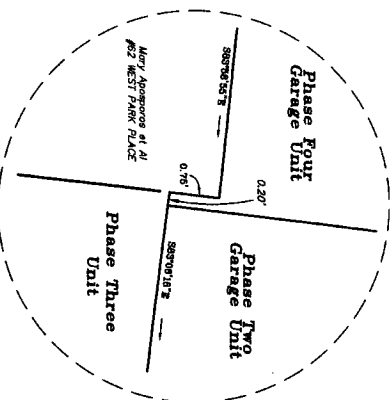
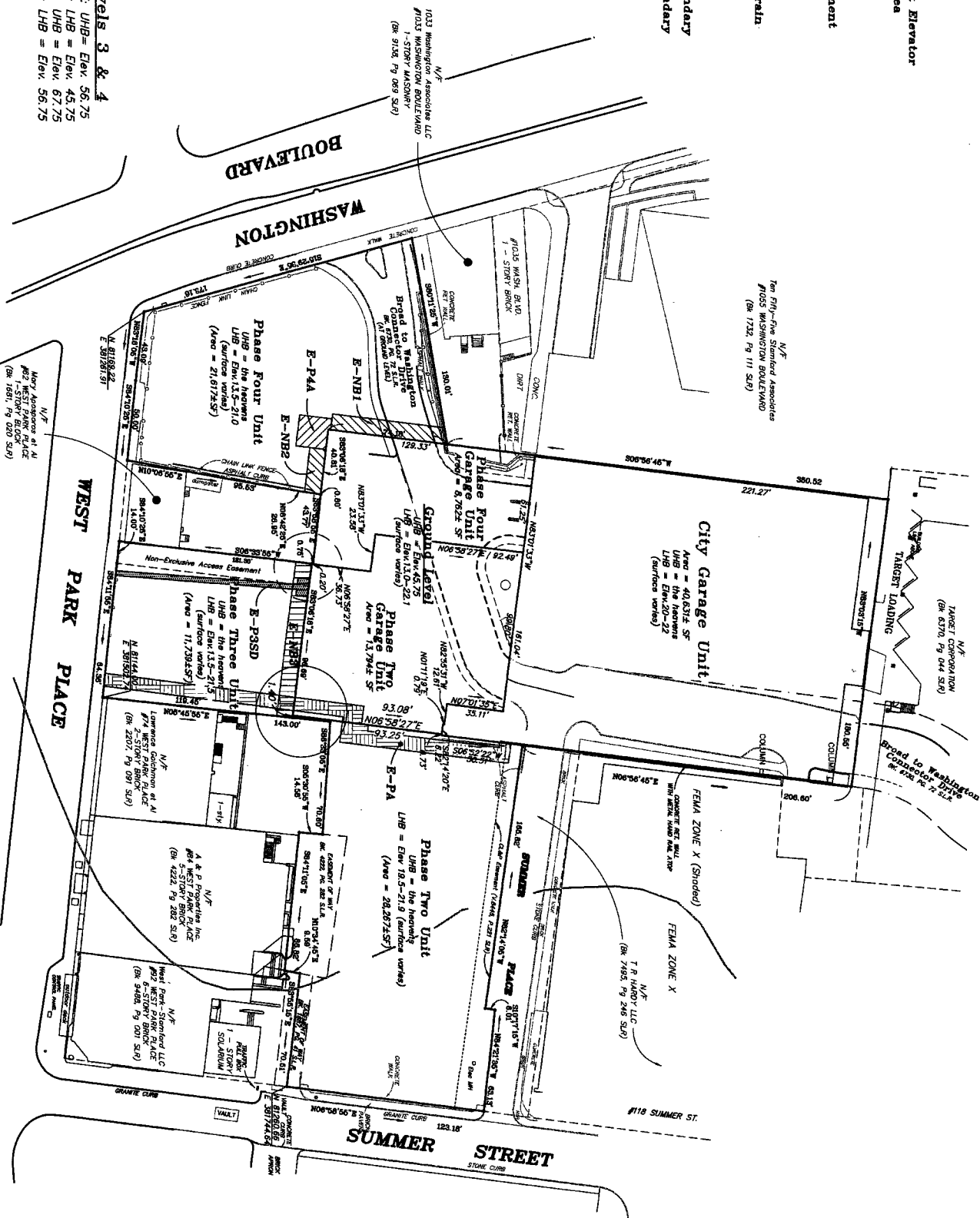
- E-NB1 & 2 = Phase Four Unit No Build Area
- E-NB3 = Phase Three Unit No Build Area above Elevation 43
- E-P44 = Phase Four Garage Unit Elevator and Stairwell Easement Area
- E-PA = Pedestrian Access Easement
- E-P3SD = Phase Three Storm Drain Easement
- UHB = Upper Horizontal Boundary
- LHB = Lower Horizontal Boundary

THIS IS AN ORIGINAL
MYLAR PRODUCED
FOR FILING ON THE
LAND RECORDS
Redniss & Mead

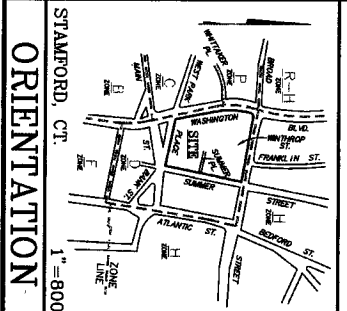


Levels 3 & 4
Level 3: UHB = Elev. 56.75
Level 3: LHB = Elev. 45.75
Level 4: UHB = Elev. 62.75
Level 4: LHB = Elev. 56.75

Levels 5 & 6
Level 5: UHB = Elev. 78.75
Level 5: LHB = Elev. 67.75
Level 6: UHB = Elev. 78.75
Level 6: LHB = Elev. 78.75



CONNECTICUT COORDINATE SYSTEM OF 1987



NOTES:

- This survey has been prepared in accordance with Sections 12-300a, 12-300b, 12-300c, 12-300d, 12-300e, 12-300f, 12-300g, 12-300h, 12-300i, 12-300j, 12-300k, 12-300l, 12-300m, 12-300n, 12-300o, 12-300p, 12-300q, 12-300r, 12-300s, 12-300t, 12-300u, 12-300v, 12-300w, 12-300x, 12-300y, 12-300z, 12-300aa, 12-300ab, 12-300ac, 12-300ad, 12-300ae, 12-300af, 12-300ag, 12-300ah, 12-300ai, 12-300aj, 12-300ak, 12-300al, 12-300am, 12-300an, 12-300ao, 12-300ap, 12-300aq, 12-300ar, 12-300as, 12-300at, 12-300au, 12-300av, 12-300aw, 12-300ax, 12-300ay, 12-300az, 12-300ba, 12-300bb, 12-300bc, 12-300bd, 12-300be, 12-300bf, 12-300bg, 12-300bh, 12-300bi, 12-300bj, 12-300bk, 12-300bl, 12-300bm, 12-300bn, 12-300bo, 12-300bp, 12-300bq, 12-300br, 12-300bs, 12-300bt, 12-300bu, 12-300bv, 12-300bw, 12-300bx, 12-300by, 12-300bz, 12-300ca, 12-300cb, 12-300cc, 12-300cd, 12-300ce, 12-300cf, 12-300cg, 12-300ch, 12-300ci, 12-300cj, 12-300ck, 12-300cl, 12-300cm, 12-300cn, 12-300co, 12-300cp, 12-300cq, 12-300cr, 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12-300zu, 12-300zv, 12-300zw, 12-300zx, 12-300zy, 12-300zz

Approved for submission and filing:
On _____ By _____
Approved by the Stamford Planning Board for filing purposes
On _____ By _____

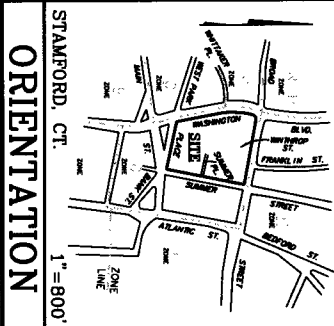
~ EXHIBIT B ~
SHEET 1 OF 2

PROPERTY SURVEY
PREPARED FOR THE DECLARATION OF
The Trinity Stamford, PSW Condominium
BY THE
City of Stamford, Connecticut
Urban Redevelopment Commission

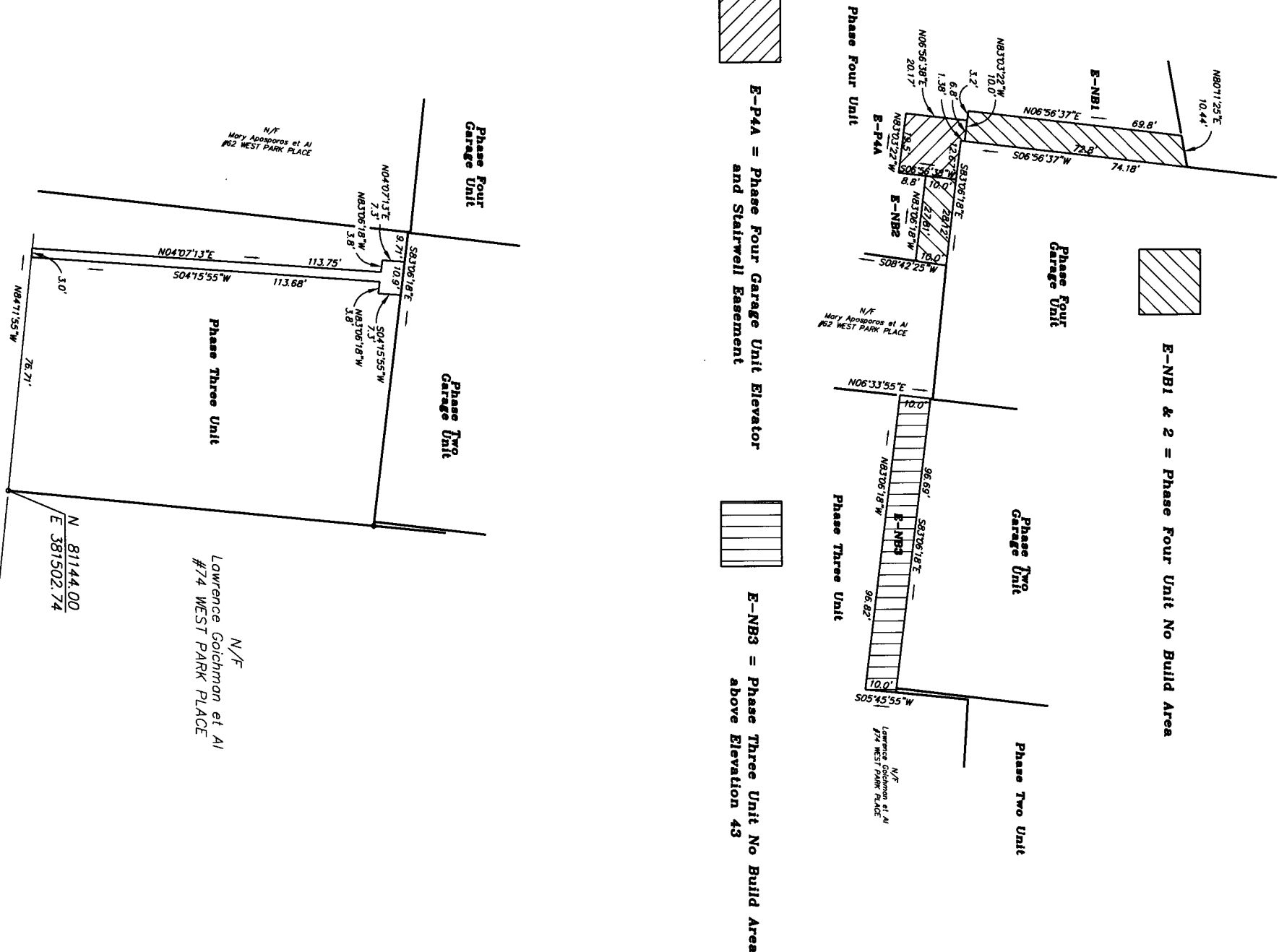
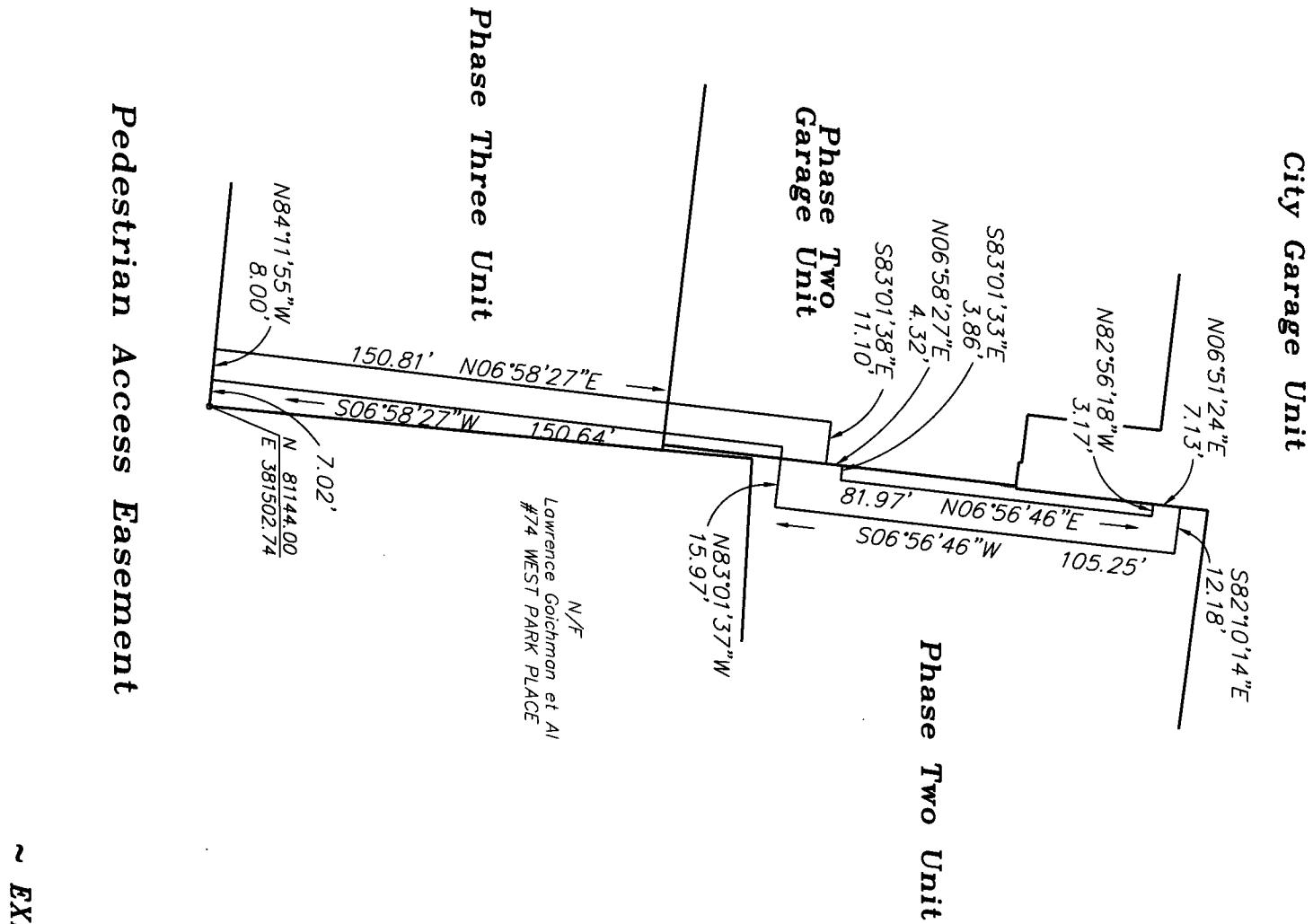
To my knowledge and belief this map is
accurately and truthfully made, based
on the best information available to me.
I am a duly licensed professional
surveyor, and I am not aware of any
fraudulent or deceptive practices
being used in the preparation of this
survey.

DATE: 02/19/2015
DRAWN BY: JPM/MLH
CHECKED BY: JPM/MLH
SCALE: 1" = 40'
375H-PS-COND-0001

Redniss & Mead
ENGINEERS, SURVEYORS, PLANNERS, ENVIRONMENTAL SCIENTISTS
22 FIRST STREET, STAMFORD, CONNECTICUT 06905 203-327-4500

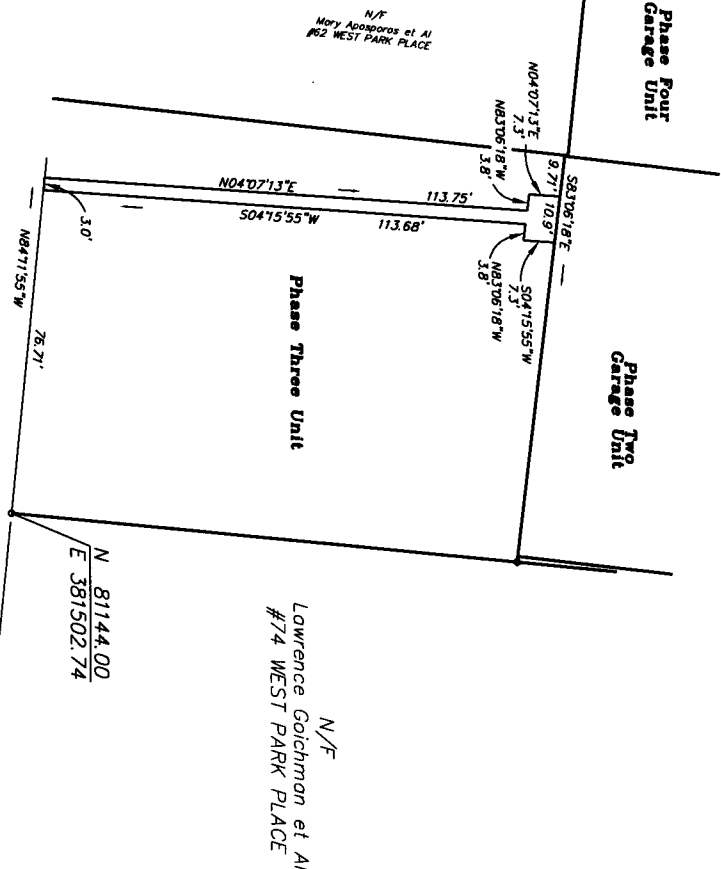


CONNECTICUT COORDINATE SYSTEM OF 1837



THIS IS AN ORIGINAL
MYLAR PRODUCED
FOR FILING ON THE
LAND RECORDS
Redniss & Mead

Phase Three Storm Drain Easement



Approved for submission and filing:

On _____ By _____

Approved by the Stamford Planning Board for filing purposes

On _____ By _____

PROPERTY SURVEY
PREPARED FOR THE DECLARATION OF
The Trinity Stamford PSW Condominium
BY THE
City of Stamford and the
City of Stamford Connecticut
Urban Redevelopment Commission

SEE SHEET 1 OF 2 FOR
NOTES & CERTIFICATION

This document and copies thereof are valid
only if they bear the signature and embossed
seal of the designated licensed professional
surveyor. Any other use is void.

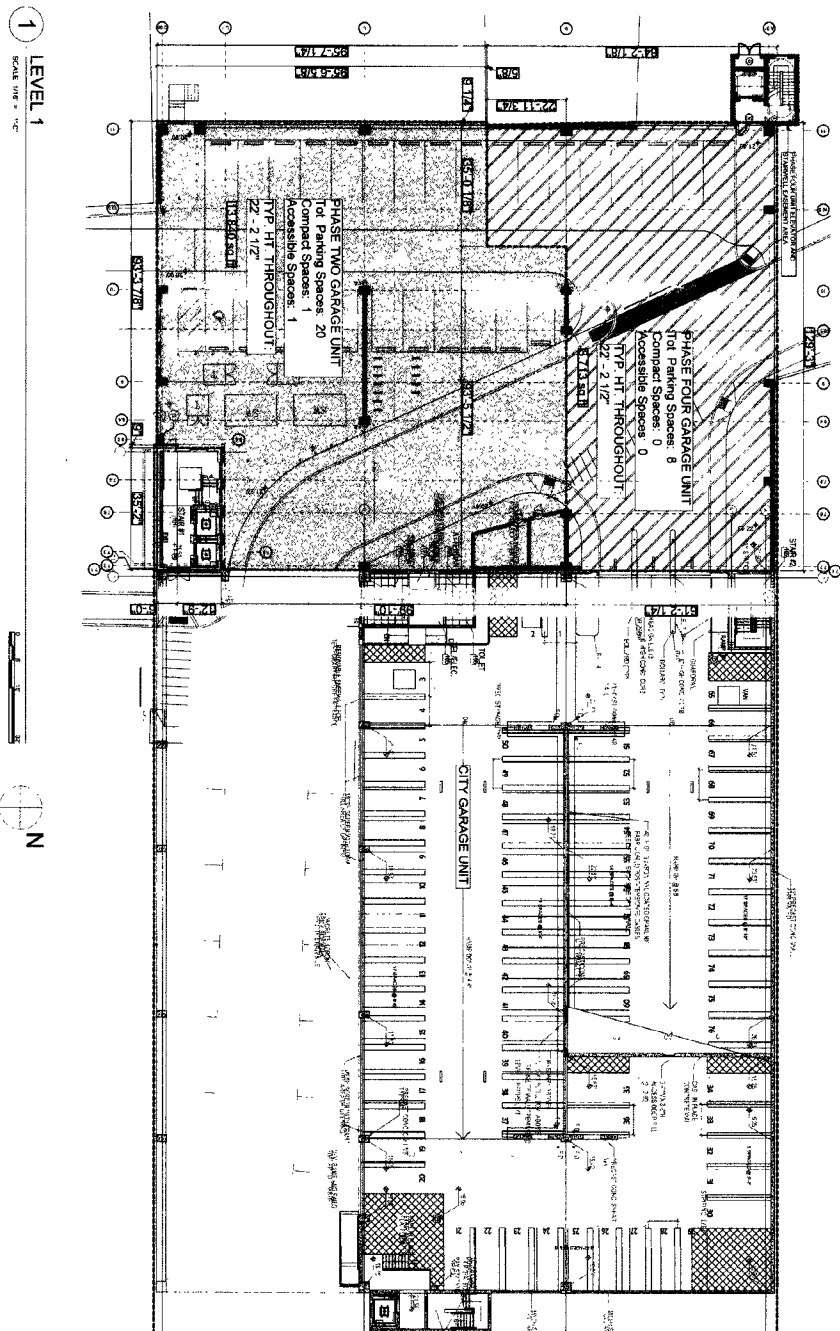
JOB NO: 376H-4	DATE: 02/19/2013	
DRAWN BY: JPM/ML	CHECKED BY: JPM	
SCALE: 0		
1" = 40'		
Redniss & Mead		
ENGINEERS, SURVEYORS, PLANNERS, WWW.REDNISSMEAD.COM		
22 WEST STREET, STAMFORD, CONNECTICUT 06905-2527-0500		

~ EXHIBIT B ~
SHEET 2 OF 2

EXHIBIT B-1

“Initial Garage Extension Improvement Plans”

[Plans Immediately Follow this Page]



TOTAL PARKING
COUNT:
PHASE TWO GARAGE
UNIT: 209
PHASE FOUR GARAGE
UNIT: 112

TYP HT - Height to underside of pre-cast "tees" above (for reference purposes only, does not designate unit horizontal boundaries, which are shown on the Survey.)

IMPROVEMENTS AND CONNECTIONS EASEMENT AREA

	PHASE FOUR GARAGE UNIT
	PHASE FOUR GARAGE PERMANENT

AND
CONNECTIONS
EASEMENT
AREA

UNIT

PHASE TWO
GARAGE
PERMANENT
IMPROVEMENTS

CITY GARAGE U

PHASE TWO
GARAGE

LEGEND:
Boundary Line and Symbol:
----- UNIT DEMISING
LINE

Initial Garage Extension Improvement Plans

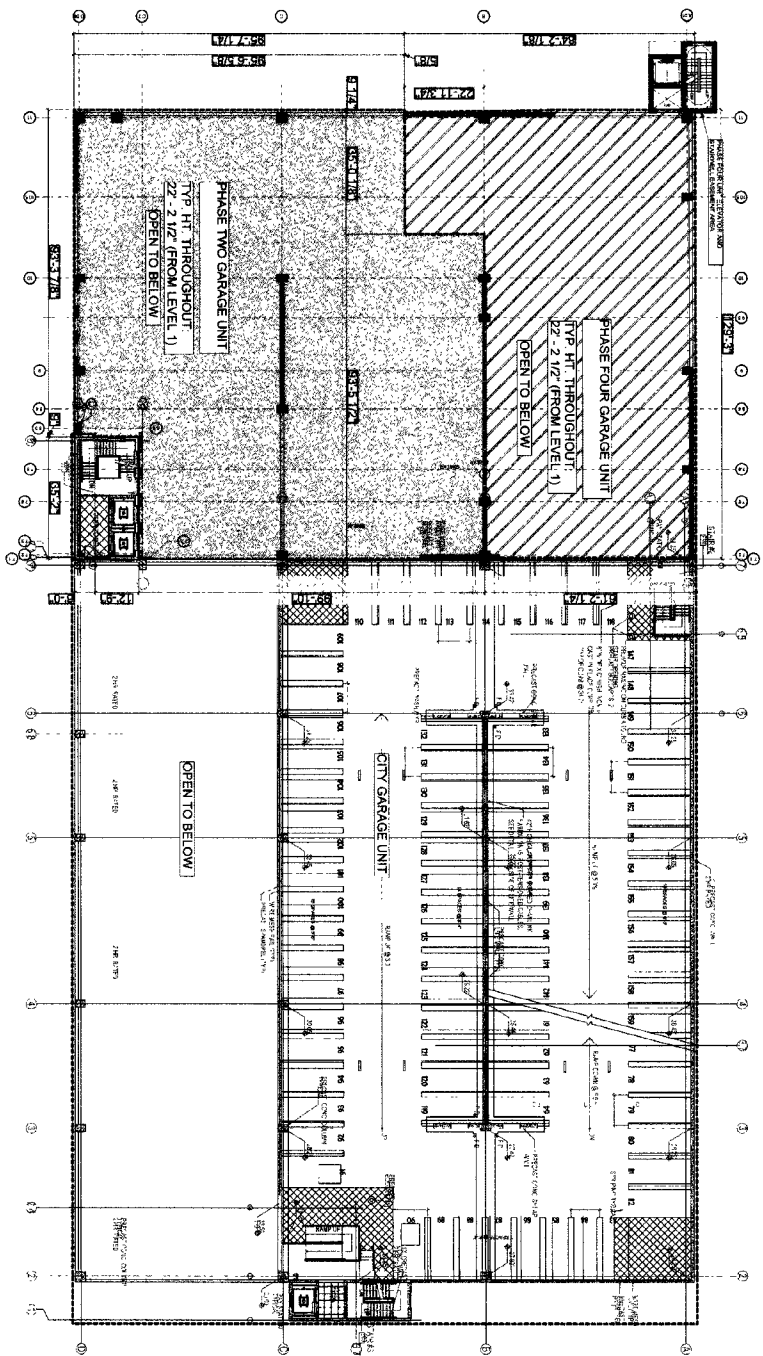
ICON
ARCHITECTURE
38 Chauncy Street
Boston, MA 02111
617-451-3333
www.iconarch.com

NOTE
THE UNDERSIGNED HEREBY
CERTIFIES THAT THESE PLANS
CONTAIN ALL THE INFORMATION
REQUIRED BY SECTION 47-228 OF
THE LAWS OF THE STATE OF
CONNECTICUT.

Signature
SIGNATURE

RESERVED FOR REGISTRY USE

SHEET 1 OF 8
LEVEL 1 PLAN



LEGEND:
Boundary Line and Symbol:

UNIT DEMISING
LINE

CITY GARAGE UNIT

PHASE TWO
GARAGE UNIT

PHASE TWO
GARAGE UNIT

PHASE TWO
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GARAGE UNIT

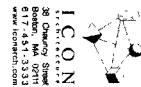
PHASE TWO
GARAGE UNIT

Initial Garage Extension Improvement Plans

PROJECT NO. 211071
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SHEET TITLE: SHEET 2 OF 8
LEVEL 2 PLAN

NOTE:
THE UNDERSIGNED HEREBY CERTIFIES THAT THESE PLANS CONTAIN ALL THE INFORMATION REQUIRED BY SECTION 47-228 OF THE LAWS OF THE STATE OF CONNECTICUT.

SIGNATURE: [Signature]
DATE: 4/24/2013
RESERVED FOR REGISTRY USE



TYP. HT. - Height to underside of pre-cast 'tees' above (for reference purposes only, does not designate unit horizontal dimensions, which are shown on the survey)

PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

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PHASE FOUR GARAGE UNIT

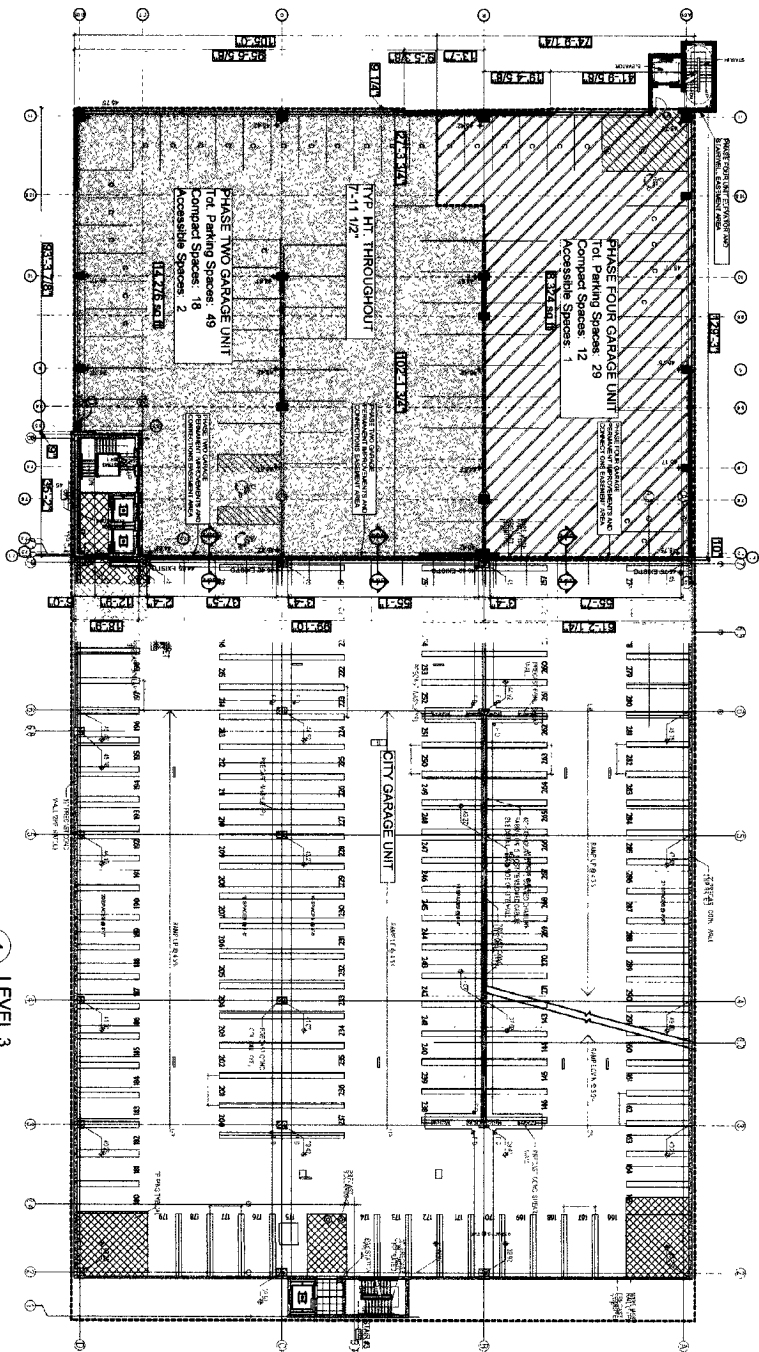
PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

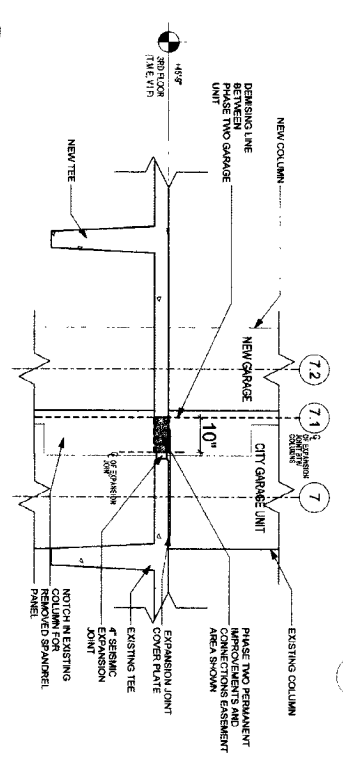
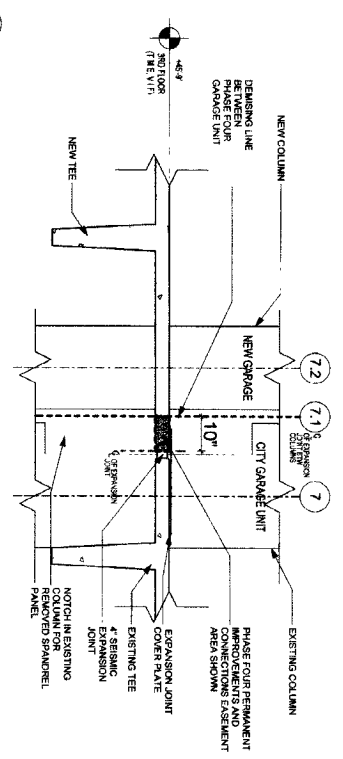
PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT

PHASE FOUR GARAGE UNIT



- LEGEND:**
 Boundary Line and Symbol
 --- UNIT DEMISING LINE
 --- CITY GARAGE UNIT
 --- PHASE TWO GARAGE UNIT
 --- PHASE TWO GARAGE UNIT IMPROVEMENTS AND CONNECTIONS AREA (Detail 2)
 --- PHASE FOUR GARAGE UNIT
 --- PHASE FOUR GARAGE UNIT IMPROVEMENTS AND CONNECTIONS AREA (Detail 3)
 --- TYP. HT. 11'10" ABOVE FINISHED FLOOR (For reference purposes only, does not designate any horizontal dimensions which are shown on the Survey)



3 PHASE FOUR GARAGE PERMANENT IMPROVEMENTS AND CONNECTIONS EASEMENT AREA
 SCALE: 3/8" = 1'-0"

2 PHASE TWO GARAGE PERMANENT IMPROVEMENTS AND CONNECTIONS EASEMENT AREA
 SCALE: 3/8" = 1'-0"

Initial Garage Extension Improvement Plans

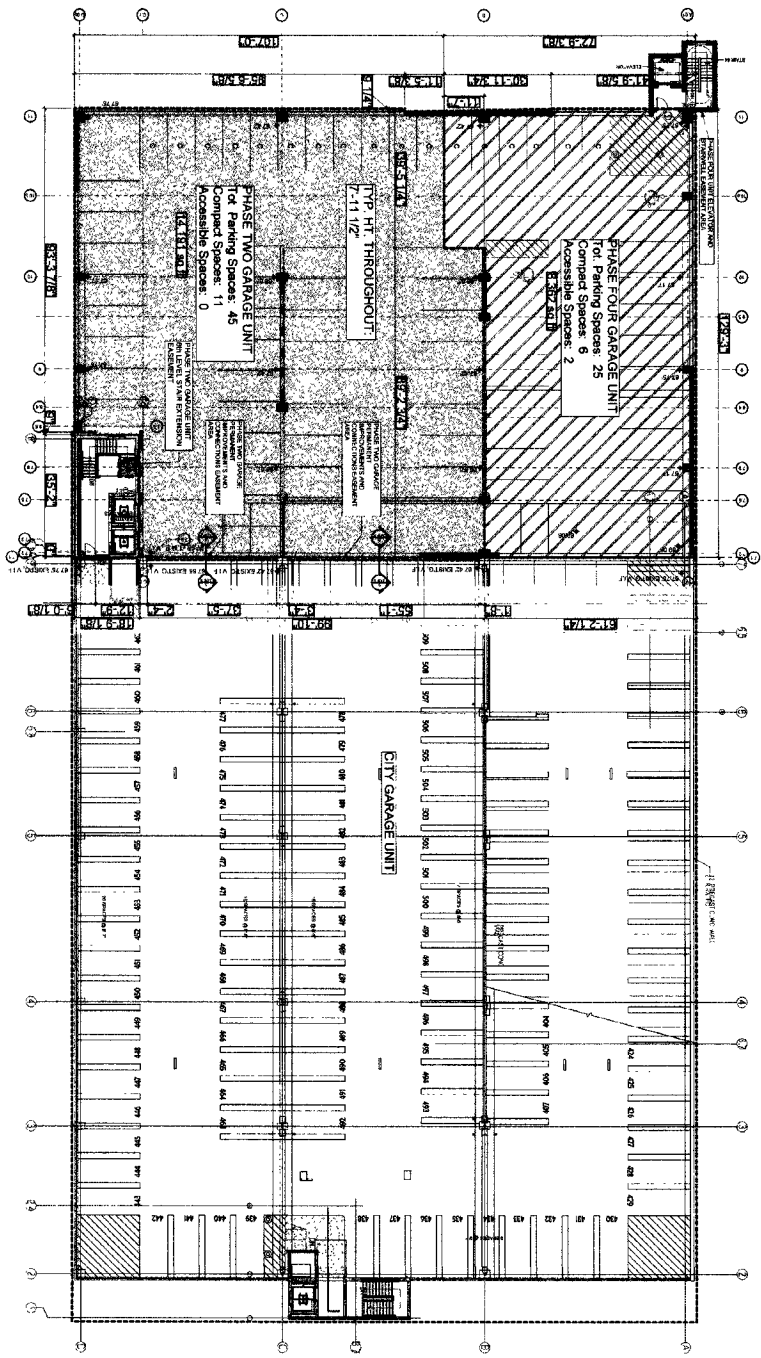
ICON
 30 Chicago Street
 017-461-3333
 www.iconarchitect.com

NOTE:
 THE UNDERSIGNED HEREBY CERTIFIES THAT THESE PLANS CONTAIN ALL THE INFORMATION REQUIRED BY SECTION 47-228 OF THE LAWS OF THE STATE OF CONNECTICUT

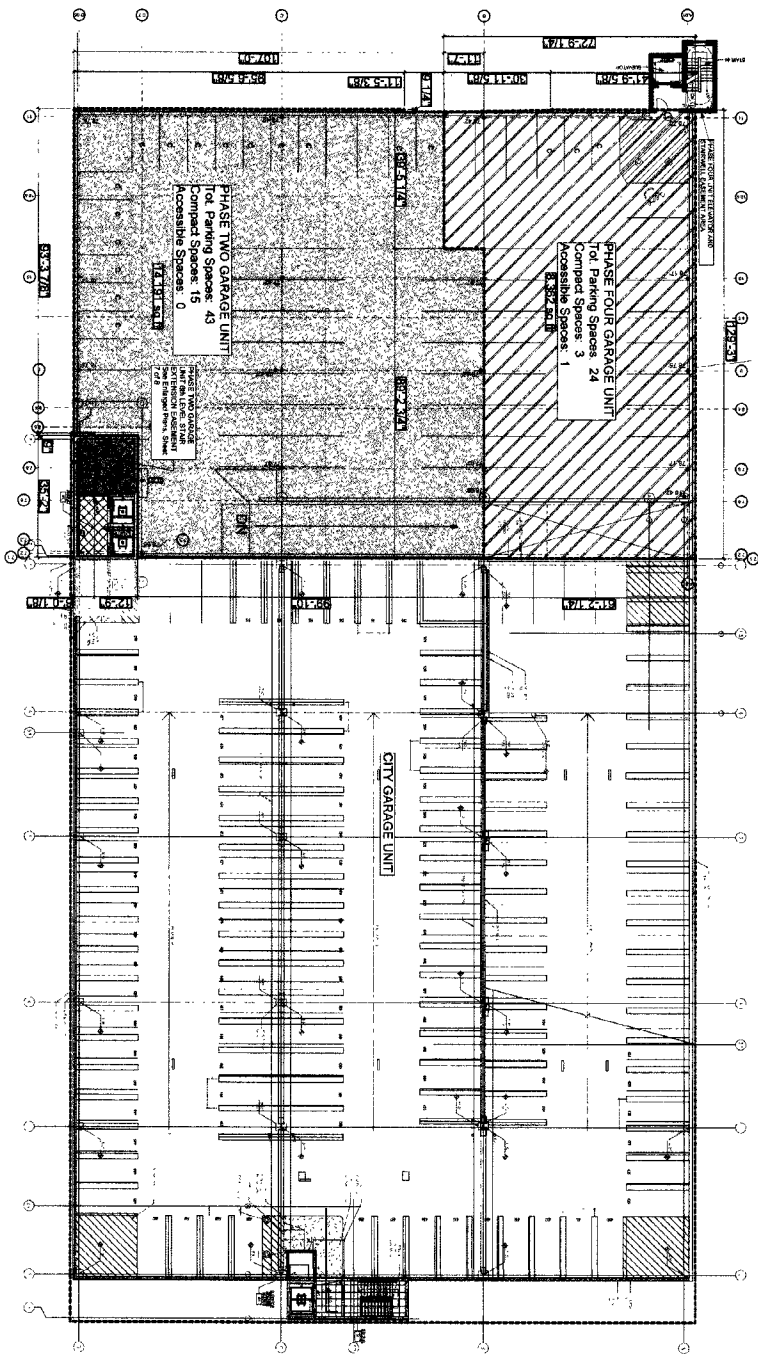
SIGNATURE: *[Signature]*
DATE: 4/24/2013
 PREPARED FOR: INQUIRY, LLC

PROJECT NO. 21107-1
DRAWN BY: *[Signature]*
CHECKED BY: *[Signature]*
SHEET TITLE:
SHEET 3 OF 8
LEVEL 3 PLAN





Initial Garage Extension Improvement Plans



1 LEVEL 6
Scale 1/8" = 1'-0"



- LEGEND:**
- Boundary Line and Symbol
 - UNIT DEMISING LINE
 - CITY GARAGE UNIT
 - PHASE TWO GARAGE UNIT
 - PHASE TWO GARAGE UNIT IMPROVEMENTS AND CONNECTIONS AREAS
 - PHASE FOUR GARAGE UNIT IMPROVEMENTS AND CONNECTIONS AREAS
 - PHASE FOUR GARAGE UNIT IMPROVEMENTS AND CONNECTIONS AREAS
- NOTE: TYP. H.T. - Height to underside of pre-cast "tee" above (For reference purposes only, does not designate unit horizontal dimensions, which are shown on the Survey)

Initial Garage Extension Improvement Plans



NOTE: THE UNDERSIGNED HEREBY CERTIFY THAT THESE PLANS CONTAIN ALL THE INFORMATION REQUIRED BY SECTION 4-228 OF THE LAWS OF THE STATE OF CONNECTICUT.

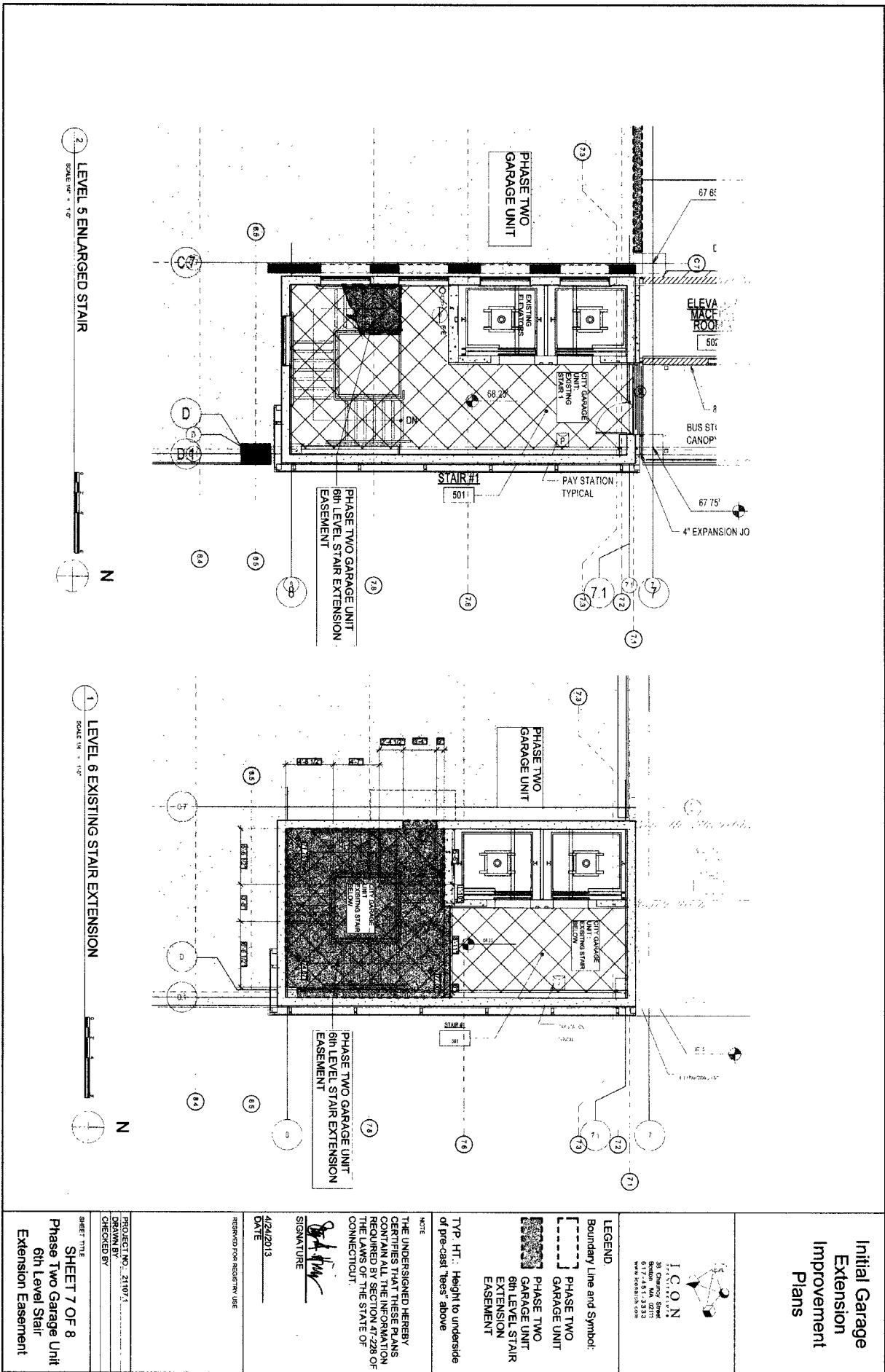
SIGNATURE: *[Signature]*

DATE: 4/24/2013

RESERVED FOR REVISIONS LIST

PROJECT NO. 21107.1
DRAWN BY: [Name]
CHECKED BY: [Name]
SHEET TITLE

SHEET 6 OF 8
LEVEL 6 PLAN



Initial Garage Extension Improvement Plans



ICON
ENGINEERING
30 CHANNY STREET
MELBOURNE VIC 3000
03 9594 1333
www.iconeng.com

LEGEND

Boundary Line and Symbol:

- PHASE TWO GARAGE UNIT
- PHASE TWO 6th LEVEL STAIR EXTENSION EASEMENT

TYP. HT.: Height to underside of pre-cast "tees" above

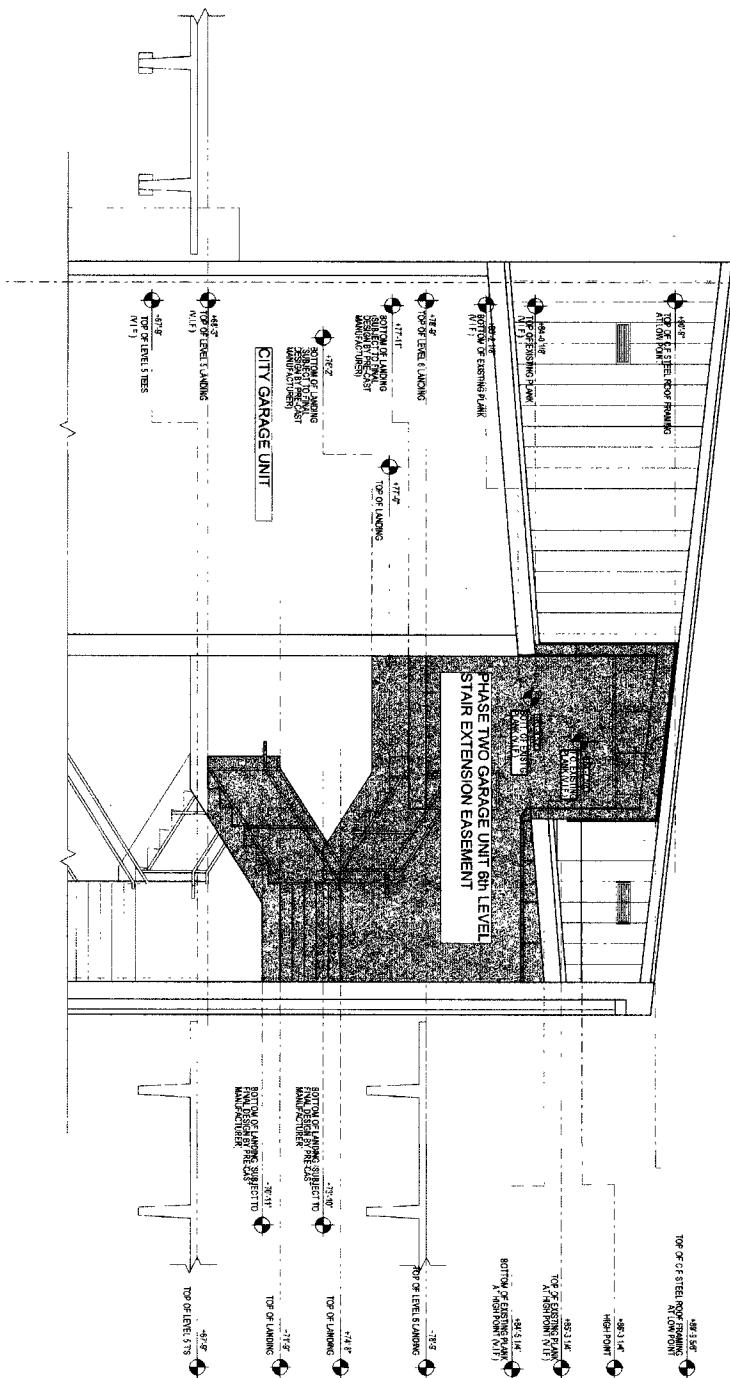
NOTE

THE UNDERSIGNED HEREBY CERTIFIES THAT THESE PLANS CONTAIN ALL THE INFORMATION REQUIRED TO OBTAIN A BUILDING PERMIT UNDER THE LAWS OF THE STATE OF CONNECTICUT.

SIGNATURE
DATE
4/24/2013

PREPARED FOR RESIDENTIAL USE

PROJECT NO. 214071
DRAWN BY
CHECKED BY
SHEET TITLE
SHEET 8 OF 8
Phase Two Garage Unit
6th Level Stair
Extension Easement



SECTION EXISTING STAIR EXTENSION CONDO DOC
SCALE 3/8" = 1'-0"

EXHIBIT C

“Allocated Interests”

<u>Unit Description</u>	<u>Undivided Interest in the Common Elements</u>	<u>Common Expense Liability</u>	<u>Votes</u>
Phase Two Unit	16.67%	16.67%	1
Phase Four Unit	16.67%	16.67%	1
Phase Two Garage Unit	16.67%	16.67%	1
Phase Four Garage Unit	16.66%	16.66%	1
City Garage Unit	16.67%	16.67%	1
Phase Three Unit	16.66%	16.66%	1
Total	100%	100%	6

The Allocated Interests set forth in this **Exhibit C** were allocated equally among the Units, with a slight variance for the undivided interest in the Common Elements and Common Expense liability for the Phase Two Garage Unit and Phase Four Garage Unit (which are subject to parking easements in favor of other Units) to permit the total of such interests to equal 100%.

EXHIBIT D

“Arbitration Provisions”

An arbitration under this Exhibit D (“Expedited Arbitration”) shall be conducted by one neutral arbitrator (who shall be retired judge experienced in resolving commercial real property disputes in Connecticut and who shall be independent and unaffiliated with either party) appointed by mutual agreement of the parties involved, or if they cannot agree on a single arbitrator within five (5) business days after this Exhibit D is invoked, then by JAMS, which shall select such single arbitrator from a list of no more than five (5) names submitted by each party to the Expedited Arbitration. The arbitrator so selected shall then hold a hearing within five (5) business days after notification to him of his selection, at which each party may present its position on the issue in question, with any written documents and testimony of witnesses that such party believes is necessary to support its position; provided, however, no party shall be permitted to present more than eight (8) hours of witness testimony and argument to the arbitrator, unless both parties agree otherwise. There shall be no discovery procedures allowed in connection with such Expedited Arbitration, and no party shall have any contact with the arbitrator except at the hearing. The arbitrator shall render his decision on the issue by a written notice to the parties involved within five (5) business days after concluding the hearing (which may be adjourned by the arbitrator in his reasonable discretion). The decision of the arbitrator shall be final and binding on and non-appealable by the parties for the purposes of this Declaration and may be enforced by a court of competent jurisdiction. Except as provided otherwise herein, such Expedited Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of JAMS or the American Arbitration Association. If JAMS shall cease to exist and/or shall decline to serve under this Declaration as to any matter under dispute that has been submitted to Expedited Arbitration, then the parties shall mutually select an alternative qualified arbitrator, and in the absence of an agreement with respect thereto within five (5) business days, either party shall have the right, upon written notice to the other party, to apply to the President of the Connecticut Bar Association for the selection of an independent, unaffiliated and qualified arbitrator. The prevailing party in any decision of the arbitrator under this Exhibit D shall be reimbursed its reasonable costs and expenses in participating in such proceeding by the other parties thereto, including all fees charged by the arbitrator. Neither party shall have previously employed or shall have had a prior contractual relationship with any arbitrator that is chosen pursuant to this Exhibit D. The provisions of this Exhibit D shall only be applicable to matters or events expressly provided for in this Declaration to be resolved by arbitration in accordance with this Exhibit D and not otherwise.

EXHIBIT E

Intentionally Omitted

EXHIBIT F

“Land Use Approvals”

1. Resolution No. 3530 of the City of Stamford, Connecticut, Board of Representatives Amending the Urban Renewal Plan For The Southeast Quadrant (Extended) Urban Renewal Project Connecticut, R-43.
2. City of Stamford, Connecticut, Board of Representatives approval of the final Land Disposition Agreement between Trinity Stamford, LLC, the City of Stamford, and the City of Stamford Urban Redevelopment Commission and the bifurcation of the Phase II and Phase IV closing as evidenced in the meeting minutes on August 6, 2012 and December 3, 2012, respectively. No formal resolutions were passed.
3. City of Stamford, Connecticut, Urban Redevelopment Commission approval of the final Land Disposition Agreement between Trinity Stamford, LLC, the City of Stamford, and the City of Stamford Urban Redevelopment Commission and the bifurcation of the Phase II and Phase IV closing as evidenced in the minutes of the special meeting of the Urban Redevelopment Commission on August 13, 2012 and December 13, 2012, respectively. No formal resolutions were passed.
4. Resolution No. 3499 of the City of Stamford, Connecticut, Board of Representatives Approving a Lease Agreement By and Between the City of Stamford and Trinity Stamford, LLC for Part of the Premises Known as the Summer Street Parking Garage, Stamford, Connecticut.
5. City of Stamford, Connecticut, Urban Redevelopment Commission approval of Project Plans as evidenced in its meeting minutes of August 13, 2012.
6. Zoning Board Certificate of Approval 212-18 & 212-19 (S.L.R. Vol. 10499, Page 317).
7. State of Connecticut Department of Transportation Administrative Decision No. 145.

EXHIBIT G

“Plans and Specifications for the New FS System”

[Plans and Specifications Immediately Follow this Page]

Drawings and Specifications that Depict Fire Protection Related Work in City Garage

Drawing List			
Drawing #	Drawing Title	Add./Rev. #	Date
Fire Alarm			
E-301-G	Electrical Schedule and Details Sheet 1	2	13-Feb-2013
E-302-G	Electrical Schedule and Details Sheet 2	2	13-Feb-2013
Fire-Protection			
FP-001-G	Fire Protection Legend, Schedules & Details	2	13-Feb-2013
FP-101-GN	Fire Protection 1st Floor Plan	1	15-Oct-2012
FP-101-GC	Fire Protection 1st Floor Plan	1	15-Oct-2012
FP-101-GS	Fire Protection 1st Floor Plan	2	13-Feb-2013
FP-102-GN	Fire Protection 2nd Floor Plan	2	17-Apr-2013
FP-102-GC	Fire Protection 2nd Floor Plan	2	17-Apr-2013
FP-102-GS	Fire Protection 2nd Floor Plan	2	17-Apr-2013
FP-103-GN	Fire Protection 3rd Floor Plan	1	15-Oct-2012
FP-103-GC	Fire Protection 3rd Floor Plan	1	15-Oct-2012
FP-103-GS	Fire Protection 3rd Floor Plan	1	15-Oct-2012
FP-104-GN	Fire Protection 4th Floor Plan	1	15-Oct-2012
FP-104-GC	Fire Protection 4th Floor Plan	1	15-Oct-2012
FP-104-GS	Fire Protection 4th Floor Plan	1	15-Oct-2012
FP-105-GN	Fire Protection 5th Floor Plan	1	15-Oct-2012
FP-105-GC	Fire Protection 5th Floor Plan	1	15-Oct-2012
FP-105-GS	Fire Protection 5th Floor Plan	2	13-Feb-2013
FP-106-GS	Fire Protection 6th Floor Plan	1	15-Oct-2012
FP-201-G	Fire Protection Riser Diagram	1	15-Oct-2012
FP-301-G	Fire Protection Detail Sheet 1	1	15-Oct-2012

PSW Garage Extension, Stamford, CT

Fire Protection Specifications Depicting work in City Garage

	Contract Specifications and Addenda	Add/Rev #	Date	Page Count
DD Set			24-Aug-2012	
Addendum #1	<i>(spec attachments inserted below)</i>	1	15-Oct-2012	12
Addendum #2	<i>(spec attachments inserted below)</i>	2	13-Feb-2013	12
Addendum #3	<i>(no revisions to specifications in this Addendum)</i>	3	2-Apr-2013	6
Section	Title			
15301	Common Work Results for Fire-Protection	2	13-Feb-2013	18
15305	Basic Materials, Methods and Requirements (Fire Protection)	2	13-Feb-2013	12
15310	Fire Protection Piping	2	13-Feb-2013	17
15325	Hangers and Supports	2	13-Feb-2013	20
15330	Fire Protection Systems and Equipment	2	13-Feb-2013	16
15335	Standpipes	2	13-Feb-2013	6
15345	Identification	2	13-Feb-2013	6
16721	Fire Protective Alarm System	1	15-Oct-2012	22