

COMPLETION AGREEMENT

This Completion Agreement (the "Agreement"), made this ____ day of _____, 2018 by and between RBS Americas Property Corp. ("RBS"), a corporation organized and existing under the laws of the State of Delaware having an office at 600 Washington Boulevard, Stamford, CT, and the City of Stamford, a political subdivision of the State of Connecticut having an office at 888 Washington Boulevard, Stamford, CT (hereinafter referred to as the "City") and the Clinton Court Condominium Association, a residential condominium association organized and existing under the laws of the State of Connecticut, located at 69 Clinton Avenue, Stamford, CT, acting herein by its President _____, duly authorized ("Clinton Court").

WITNESSETH:

WHEREAS, within the center of the City is a river known as the Mill River, the environs of which are being improved as a public park; and,

WHEREAS, the park improvements are being carried out by the City and the Mill River Park Collaborative, Inc., a not for profit corporation organized and existing under the laws of the State of Connecticut; and,

WHEREAS, the Mill River Park Collaborative, Inc. and/or the City is the recipient of a Sandy Coastal Resiliency Grant from the National Fish and Wildlife Foundation in the amount of Three Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$3,750,000.00) (Grant ID 42984) (the "Sandy Grant") for the purpose of "increase[ing] Mill River's flood resiliency and recreating a habitat corridor" in a tidally influenced portion of the Mill River to "eradicate invasive species, replant native flora, and remove 15 properties from the one percent flood risk area." (the subject area shall be referred to as the "Mill River Corridor Improvement Area"); and,

WHEREAS, the Sandy Grant contains certain terms and conditions; and,

WHEREAS, The Mill River Corridor Improvement Area extends along the banks of the Mill River over westerly portions of certain properties known as 99, 101, 107 & 113 Clinton Avenue; 1 & 4 Division Street and 69 Clinton Avenue and depicted on a certain survey entitled "Property & Topographic Survey Depicting Various Parcels Along Portions of Clinton Ave., Division St., Main St., Tresser Blvd, Main St. & Richmond Hill Ave.; prepared for RBS Americas Property Corp. Stamford, CT" by Redniss & Mead, Inc. and revised through March 18, 2016; and,

WHEREAS, in accordance with the Sandy Grant terms and conditions, the City desires to construct a publicly accessible extension of the Mill River Park upon the area labeled "River Walk" on Exhibit A (the "Public Access Easement Area"); and,

WHEREAS, in order to extend the Mill River Park and construct certain improvements within the Public Access Easement Area (the “Mill River Improvements”), the City must obtain easements from the respective property owners in the Public Access Easement Area; and,

WHEREAS, for purposes of facilitating the Mill River Improvements, Clinton Court has agreed to convey an easement over the area labeled “Public Access Easement P-1” to the City as depicted on a certain easement map attached as Exhibit B-1 attached hereto (the “Clinton Court Public Access Easement”); and,

WHEREAS, for purposes of facilitating the Mill River Improvements, the City desires to acquire from RBS the following property and easement rights;

- (a) An Easement over those areas labeled “Public Access Easement P-2,” “Public Access Easement P-3,” “Public Access Easement P-4,” “Public Access Easement P-6,” “Public Access Easement P-7,” “Public Access Easement P-8,” and “Public Access Easement P-9” on Exhibit B-1 attached hereto (collectively, the “RBS Public Access Easement”);
- (b) Fee Simple title to the property located at 41 Main Street labeled as the “Midas Site” on Exhibit A attached hereto; and,

WHEREAS, RBS has requested and received certain approvals from the appropriate City boards, commissions, agencies and departments (the “Approvals”) related to the construction of two (2) residential buildings (known as Block A and Block B), together with parking, outdoor areas, tenant amenities and other related improvements (collectively, the “Project”), on the land depicted on Exhibit A and as more particularly described on Exhibit C attached hereto and made apart hereof (the “RBS Property”); and,

WHEREAS, RBS desires to assemble certain properties to be included in the Project, some of which are to be acquired from the City including:

- (a) Fee Simple title to a portion of Division Street, West of Clinton Avenue labeled as “Division Street Property,” and depicted on Exhibit A attached hereto;
- (b) Fee Simple title to 0 Division Street located on the South side of Division Street and West of Clinton Avenue labelled “0 Division Street,” and as depicted on Exhibit A attached hereto; and,

WHEREAS, upon receipt of the Approvals, the expiration of all applicable appeal periods, if any, and exchange and conveyance of the property and property rights, and fulfillment of all contingencies contained herein at Section 2, RBS has agreed to pay the City the sum of One Million Seven Hundred Thousand and no/100 Dollars (\$1,700,000.00) (the “Riverwalk Payment”) to be used solely for the purpose of construction of the Riverwalk

in the area shown as "River Walk" on Exhibit A, subject to the provisions of Section 9 hereof; and,

WHEREAS, RBS has agreed to convey to Clinton Court in fee simple, the parcels labeled "Parcel PK-1," "Parcel PK-2," "Parcel PK-3" and "Parcel PK-4" (collectively, the "Clinton Court Parking Lot") as depicted on a certain property survey attached as Exhibit B-2; and,

WHEREAS, RBS has agreed to perform the work related to the relocation of a storm drainage pipe (the "Storm Drainage Pipe") and construction of the Clinton Court Parking Lot, subject to the provisions of Section 11 below.

NOW THEREFORE, in consideration of Ten Dollars and no/100 (\$10.00), the mutual covenants, promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, their successors and assigns, intending to be bound legally, covenant and agree as follows:

1. Property Exchanges.

A. RBS to City Upon expiration of all contingencies as described in Section 2 of this Agreement, RBS shall make the following conveyances to the City:

- (i) The Midas Site property as shown on Exhibit A and also described on Exhibit D subject only to the Permitted Encumbrances set forth in Section 3(a) below. This conveyance shall be by way of Quit Claim Deed in the form attached as Exhibit E at RBS's sole cost and expense.
- (ii) A public access easement for the sole purpose of extending the Mill River Park and facilitating the Mill River Improvements, over and across the areas known as the RBS Public Access Easement as defined above and depicted on Exhibit B-1. The easement shall be in the form as attached hereto as Exhibit F.
- (iii) Easements in favor of the City in perpetuity for allowing construction of, access to, maintenance and use of the Storm Drainage Pipe and related appurtenances to be relocated from the Division Street Property labeled as "Drainage Easement 'A'" and "Drainage Easement 'C'" as shown on Exhibit B-2 and in the form attached hereto as Exhibit I.

B. City to RBS Upon expiration of all contingencies as described in Paragraph 2 of this Agreement, the City shall make the following conveyance to RBS:

- (i) the Division Street Property as shown on Exhibit A and also described by metes and bounds on Exhibit G; and

- (ii) 0 Division Street, as shown on Exhibit A and described by metes and bounds on Exhibit H, subject to the Permitted Encumbrances set forth in Section 3(a) below.
- (iii) Both conveyances shall be by way of Quit Claim Deed in the form attached hereto as Exhibit E, at the City's sole cost and expense.

C. RBS to Clinton Court Upon expiration of all contingencies as described in Paragraph 2 of this Agreement, RBS shall make the following conveyances to Clinton Court:

- (i) The Clinton Court Parking Lot as defined above and depicted on Exhibit B-2 and also described by metes and bounds on Exhibit J. This conveyance shall be by way of Quit Claim Deed in the form attached as Exhibit E at RBS's sole cost and expense and shall be subject to an easement in perpetuity in favor of RBS and the City for drainage and allowing access and connection to, maintenance and use of the Storm Drainage Pipe and related appurtenances to be relocated from the Division Street Property labeled as "Drainage Easement 'B'" as shown on Exhibit B-2 and further subject to a construction easement in favor of RBS for construction of the Clinton Court Parking Lot and relocation of the Storm Drainage Pipe labeled as Temporary Construction Easement as shown on Exhibit B-1. The easement shall be in the form attached hereto as Exhibit I.
- (ii) An easement in favor of the Clinton Court in perpetuity for allowing construction of, access to, maintenance and use of the Storm Drainage Pipe and related appurtenances to be relocated from the Division Street Property labeled as "Drainage Easement 'C'" as shown on Exhibit B-2 and in the form attached hereto as Exhibit I.

D. Clinton Court to the City/RBS Upon expiration of all contingencies as described in Paragraph 2 of this Agreement, Clinton Court shall make the following conveyance to the City:

- (i) A public access easement for the sole purpose of extending the Mill River Park and facilitating the Mill River Improvements, over and across the area known as the Clinton Court Public Access Easement as defined above and depicted on Exhibit B-1. The easement shall be in the form attached hereto as Exhibit F.
- (ii) An easement in favor of the City and RBS in perpetuity for allowing construction of, access to, maintenance and use of the Storm Drainage Pipe and related appurtenances to be relocated from the Division Street Property labeled as "Drainage Easement 'B'" as shown on Exhibit B-2 and in the form attached hereto as Exhibit I.

2. Contingencies.

(a) This Agreement and the obligations of the City and RBS are contingent upon RBS obtaining the Approvals with no objectionable conditions attached thereto, the expiration of all appeal periods with no appeal having been taken, or if any appeal has been taken, upon the full and final resolution of same. For purposes of this paragraph, RBS, in its sole discretion, shall be the sole party to determine if a resolution is final, or if any condition attached to an approval is objectionable. The City agrees to act in good faith to cooperate with RBS in pursuit of the Approvals and RBS agrees to seek to obtain said approvals in good faith.

(b) This Agreement and the obligations of the City and RBS are contingent upon the City obtaining the title to the properties and easement described in Section 1(A) of this Agreement, RBS obtaining title to the properties described in Section 1(B) of this Agreement, Clinton Court obtaining title to the property and easement described in Section 1(C) of this Agreement and Clinton Court providing easements to RBS and the City described in Sections 1(C) and 1(D) of this Agreement.

(c) This Agreement and the obligation of RBS are further contingent upon: 1) The City obtaining, prior to June 1, 2018 at its sole cost and expense, all necessary local, state and federal approvals necessary to construct the Mill River Improvements and Storm Drainage Pipe relocation; 2) The City delivering to RBS, prior to June 1, 2018, Letter Of Map Revision (LOMR) approval from the Federal Emergency Management Agency (FEMA), confirming that the floodplain on the RBS Property has been significantly reduced in accordance with the "Potential 100-Year Floodplain" depicted on a certain exhibit titled: "Flood Elevation Exhibit" prepared by Redniss & Mead and dated October 23, 2017, a copy of which is attached hereto as Exhibit L and that no appeal has been filed related to same; 3) Prior to June 1, 2018, RBS receiving Coastal Site Plan approval to permit filling on the RBS Property necessary to fully remove it from the floodplain; and 4) Prior to June 1, 2018, FEMA issuing a Letter of Map Amendment (LOMA) confirming that the Project has been removed from the 100 year flood boundary and that no appeal has been filed related to same. Provided; however, the dates listed above may be extended by written agreement between the City and RBS.

(d) This Agreement and the obligations of the City and RBS are contingent upon the approval of the City of Stamford Planning Board, Board of Finance and Board of Representatives and execution of this Agreement by the Mayor of the City of Stamford.

(e) At any time prior to satisfaction of the contingencies described herein, RBS at its sole and absolute discretion, for any reason or for no reason, may elect not to proceed with the Approvals described herein and the transaction as described in this Agreement. In the case RBS chooses not to proceed, RBS shall provide notice to the City,

wherefrom the Agreement shall be of no further effect and shall be void as initio, as though this Agreement was never entered into and executed.

(f) In the event the Approvals contain any conditions, obligations, modifications, requirements or changes not acceptable to RBS in its sole, exclusive and subjective judgment, RBS may elect to reject said Approvals and terminate this Agreement with the parties released of obligations hereunder.

3. Title.

(a) Permitted Encumbrances. RBS shall convey the property and RBS Public Access Easement as described in Section 1(A) to the City and the City shall convey the property described in Section 1(B), to RBS, and each such property and easement shall be conveyed subject to, but not limited to, the following (collectively, the "Permitted Encumbrances");

(i) All provisions of any ordinance, municipal regulation or public or private law; provided that the same shall not be in violation at the applicable Closing Date;

(ii) Real estate taxes, if any, not yet due as of the applicable Closing Date, which taxes shall be adjusted as provided herein;

(iii) Such state of facts as an accurate survey or personal inspection of such property might reveal (provided this clause shall not be recited in the Deed) and further provided that the same shall not render title uninsurable;

(iv) Licenses, title exceptions and encumbrances as of record approved, waived or created by RBS or by the City in accordance with this Agreement; and

(v) Any utility company rights and easements of record and the right to use and maintain poles, lines, wires, cables, pipes, boxes, and other fixtures and facilities in, over, under and upon such property (provided this clause shall not be recited in the Deed), as approved, waived or created by RBS or by the City in accordance with this Agreement.

(b) RBS Title Reports. Promptly after the execution and delivery of this Agreement, at its sole cost and expense, RBS shall order a title report for the parcels described in Section 1(B), a copy of said report shall be promptly delivered to the City. The City shall review the title report no later than fifteen (15) days subsequent to the date of its receipt thereof (the "Title Review Period"). RBS shall notify the City in writing of any objections to title which RBS may have no later than 5:00 p.m. on the last business day of the Title Review Period. All matters reflected in the title report which are not objected to in aforementioned manner shall be deemed accepted and the right of a party to object to such matters reflected in such title report shall be deemed waived.

(c) City Title Reports. Promptly after the execution and delivery of this Agreement, at its sole cost and expense, the City shall order a title report on the property and RBS Public Access Easement area, described in Section 1(A), a copy of said title

reports shall promptly be delivered to the RBS. The City shall review the title report no later than fifteen (15) days subsequent to the date of its receipt thereof (the "Title Review Period"). The City shall notify RBS in writing of any objections to title the City may have no later than 5:00 p.m. on the last business day of the Title Review Period. All matters reflected in the title report which are not objected to in the aforementioned manner shall be deemed accepted and the right of a party to object to such matters reflected in such title report shall be deemed waived.

(d) Cure Period. In the event a party objects to title within the applicable title review period provided in subsections (b) or (c) of this Section, or any additional encumbrance arises after the date of the applicable title report but prior to the applicable Closing Date (the "Additional Encumbrances"), then either the City or RBS, as grantee, as applicable, shall give written notice to the other party identifying such title objections, and upon receipt of such notice, the City or RBS, as the case may be, shall have a period not to exceed sixty (60) days (the "Cure Period"), to use good faith efforts to cause the cure or removal of such title objections. In the event the City or RBS, as the case may be, is not able to cure or remove the title objections prior to the applicable Closing Date or prior to the termination of the applicable Cure Period, then, the objecting party may terminate this Agreement by notifying the other party in writing to such effect within ten (10) business days following the expiration of the Cure Period. If such termination notice is given, the parties hereto shall have no further obligation hereunder, and this Agreement shall become null and void and of no further force and effect. Notwithstanding the foregoing, the City and RBS may elect to waive any objections and accept title to the parcels, as the case may be, subject to the title objections, but without any additional payment or adjustment therefor.

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

4. Closing

(a) Closing. Provided that all contingencies, terms and conditions set forth in this Agreement shall have been satisfied or waived hereof, the closing of the: (1) conveyances from the City to RBS (2) the conveyance from RBS to the City (3) the conveyance from RBS to Clinton Court and (4) the payment of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) by RBS to the City (less any amount due from the City to RBS in accordance with Section 11 of this Agreement) shall be completed within thirty (30) days after said expiration (the "Closing Date"). The Closing shall take place at 10:00 a.m. (EST) at the law offices of Carmody, Torrance, Sandak and Hennessey, LLP 707 Summer Street, Stamford, CT 06901, and at such other places the parties mutually agree.

(b) Conveyance Taxes. In the event taxes shall be due and owing in connection with the conveyance of the parcels or easements described herein, and in the event that the

parties are unable to agree on the Market Value of the properties, the conveying party shall obtain an appraisal of the property in question or easement rights as of the date of this Agreement. The parties shall prepare and execute the conveyance tax forms to the extent required on or before the Closing Date. The parties shall pay the conveyance taxes, if any, due in connection with the recording of the deeds and easements.

(c) Delivery of Documents.

- i. At Closing the respective grantor of the properties and easements shall execute and deliver to the other party hereto, the following documents:
 - 1) Quit Claim deeds (the "Deeds"), sufficient to convey fee simple ownership in the applicable property being conveyed at the Closing subject to Permitted Encumbrances, the Public Access Easements in the form allocated as Exhibit F and the Storm Drainage & Construction Access Easement in the form allocated as Exhibit I;
 - 2) the relevant conveyance tax form, if any;
 - 3) affidavits customarily required by title insurance companies in the State of Connecticut in issuing title insurance policies;
 - 4) a general assignment and bill of sale executed by the grantor assigning and transferring all rights in the properties and any personal rights or property including warranties or guaranties, permits and licenses.
 - 5) such other affidavit, document or instrument reasonably required by the title company or pursuant to the terms of this Agreement;
 - 6) affidavits pursuant to section 1445 (f)(3) of the Internal Revenue Service Code, ("Firpta Affidavit");

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

- a. the amount reflecting half of the cost and expense associated with the relocation of the existing Storm Drainage Pipe; and
- b. the cost associated with the design and construction of the Clinton Court Parking Lot.

(e) Condition of the Property, Possession. The City, RBS and Clinton Court agree that properties and easements shall be conveyed in an "as is" condition with all faults as of the date of this Agreement, subject to reasonable wear and tear through the Closing

Date.

5. Risk of Loss, Condemnation, Broker.

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

6. Representations and Warranties.

a. RBS' Representations and Warranties. RBS represents and warrants to the City and Clinton Court as follows:

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

b. The City's Representations and Warranties. The City represents and warrants to RBS and Clinton Court as follows:

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

c. Clinton Court's Representations and Warranties. Clinton Court represents and warrants to RBS and the City as follows:

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

7. Default.

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

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

8. Miscellaneous.

(a) Prior Agreements. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all previous agreements, written or oral, between the parties and affecting such properties. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(b) Effect of Delivery. RBS's delivery, and the City's acceptance, of the Midas Site deed, RBS Public Access Easement and the Riverwalk Payment as well as RBS's delivery, and Clinton Court's acceptance of the Clinton Court Parking Lot deed shall constitute full performance by RBS of all of the terms and obligations on RBS's part to be performed as contained in this Agreement and RBS shall have no further obligations hereunder, except as otherwise specifically stated in this Agreement. The City's delivery, and RBS's acceptance, of the Division Street Property deed and 0 Division Street deed, the City obtaining all necessary local, state and federal approvals necessary to construct the Mill River Improvements and Storm Drainage Pipe relocation, and issuance of a LOMR from FEMA in accordance with Section 2c above shall constitute full performance by the City of all of the terms and obligations on the City's part to be performed as contained in this Agreement and the City shall have no further obligations hereunder, except as otherwise specifically stated in this Agreement. Clinton Court's delivery, and the City and RBS's respective acceptance of the Clinton Court Public Access Easement and Storm Drainage & Construction Access Easement shall constitute full performance by Clinton Court of all of the terms and obligations on Clinton Court's part to be performed as contained in this agreement and Clinton Court shall have no further obligations hereunder, except as otherwise specifically stated in this Agreement.

(c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

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

If to RBS: Fred Bernardo
RBS
600 Washington Boulevard
Stamford, CT 06901

Tel.: 203-897-6498
Email: Ferdinand.Bernardo@rbs.com

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

Tel.: 203-425-4200
Email: whennessey@carmodylaw.com

With a copy to: Gil Ohls
Jones Lang LaSalle
330 Madison Avenue, 4th Floor
New York, NY 10017

Tel.: 203-418-2602
Email: Gil.Ohls@am.jll.com

With a copy to: RBS Legal Department
600 Washington Boulevard
Stamford, CT 06901

Attention: General Counsel

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

Attention: Michael Handler

Tel: 203-977-4182

Email: MHandler@StamfordCT.gov

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

Attention: James Minor

Tel: 203-977-5158

Email: JMinor@StamfordCT.gov

With a copy to: Thomas Cassone
Meister Seelig & Fein LLP
600 Summer Street
Stamford, CT 06901

Tel: 203-348-4244

Email: tmc@msf-law.com

- (e) **Force Majeure**. If the performance by the City or RBS under this Agreement is delayed due to an event of force majeure, including by reason of fire, strike, labor dispute or act of God, change in legal requirements, court order, civil commotion or national emergency, or by reason of the other party's request to suspend performance, the time for performance shall be extended for a period that fairly reflects any delay so incurred.
- (f) **Successors and Assigns**. The rights and obligations contained herein shall be binding upon and inure to the benefit of RBS, the City, Clinton Court and their respective successors and assigns. RBS shall have the right to assign this Agreement to any third party. Any successor or assignee of RBS shall be entitled to all of the rights and powers of RBS hereunder and shall be subject to all obligations of RBS hereunder.
- (g) **Further Assurances**. Each of the parties hereto shall cooperate with the other and take such additional action as may be reasonable necessary to implement this Agreement to effectuate the transactions contemplated hereby.
- (h) **Counterparts**. This Agreement may be executed in any number of counterparts and each counterpart will, for all purposes, be deemed to be an original, and all

counterparts will together constitute one instrument.

- (i) Severability. If any provision of this Agreement or application to any party or circumstance is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of that provision to that party or those circumstances, other than those as to which it is determine invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.
- (j) Interpretation. This Agreement shall be construed by fair and reasonable interpretation of the words used in it without regard to which party drafted or caused to be drafted the provision or provisions.
- (k) Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation.
- (l) Agreement to Run with Land. The parties agree that this Agreement shall be recorded on the land records of the City of Stamford. This Agreement and the rights and obligations hereunder shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

9. Mill River Riverwalk. Notwithstanding anything in this Agreement to the contrary and with specific, but not limited, reference to Section 8b above, the City shall be obligated to design and construct, at its sole cost and expense, the Mill River Improvements, so as to provide pedestrian access between Richmond Hill Avenue to the south of the project and the property known as Clinton Court Condominium to the north of the project as shown as "River Walk" on Exhibit A, which shall comply with the requirements of Chapter 214 of the City's Code of Ordinances and all other applicable City ordinances, rules and regulations. The City shall timely submit plans all necessary applications for the design and construction of the Mill River Improvements to any and all required local, state, and/or federal authorities for approval. The City, within two (2) years from the Closing Date, shall complete the construction of the Mill River Improvements. In the event the construction of the Mill River Improvements is not complete within such two year period, but has been initiated, is ongoing and being undertaken by the City in good faith and with due diligence, the two (2) year period to complete construction shall be extended for sixty (60) days. In the event the Mill River Improvements are not so completed within this period as may be so extended, the City shall, at RBS's election, refund to RBS the Riverwalk Payment, or such lesser amount as may be required to complete the Mill River Improvements taking into consideration such work and materials which the City has to that point in time invested in the construction, but not the permitting, of the Mill River

Improvements and, in such event RBS shall complete the construction of the Mill River Improvements. This provision shall control notwithstanding any other provision in this Agreement and shall survive the Closing. Provided it does not interfere with the construction of the Project, as determined solely by RBS, RBS agrees that during the construction of the Mill River Improvements by the City, the City may use Block B as delineated and labeled on Exhibit A for the sole purpose of staging of materials. The City shall indemnify, defend and save RBS harmless from and against all claims and damages for property damage and personal injury.

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

11. Construction Work and Allocation of Costs.

- (i) The parties agree that RBS shall be responsible for construction of the Clinton Court Parking Lot and relocation of the Storm Drainage Pipe as depicted on Exhibit K. The cost and expenses associated with the pipe relocation shall be equally shared with the City and RBS. RBS shall be reimbursed by the City for all costs and expense incurred with respect to construction of the Clinton Court Parking Lot.
- (ii) The City shall be responsible, at its expense, to obtain all permits necessary for construction of the Clinton Court Parking Lot, the relocation of the Storm Drainage Pipe, and the new outfall. The parties acknowledge that permits from the City of Stamford Environmental Protection Board and the State of Connecticut DEEP are anticipated.
- (iii) Prior to the issuance of a final certificate of occupancy for the Project, RBS shall pay Clinton Court the sum of ten thousand dollars (\$10,000) representing the estimated cost for construction of a new door in the Clinton Court parking garage (the "Clinton Court Payment"). Delivery of the Clinton Court Payment by RBS to Clinton Court shall constitute full performance by RBS of this obligation.

12. Clinton Court Waiver of Objection. Clinton Court acknowledges it was given the opportunity to review the Project design and certain modifications to the design were incorporated at Clinton Court's request. Clinton Court further acknowledges that it is the recipient of certain property and improvements in accordance with this Agreement. Clinton Court specifically agrees not to object, appeal or otherwise raise issues in connection with the Approvals or future zoning applications provided the Project remains

substantially the same as described and depicted in the application materials approved by the Zoning Board in connection with Appl. #216-26.

13. Clinton Court Limited Rights and Obligations. Clinton Court acknowledges and agrees that its rights and obligations are specifically limited by the contents of this Agreement and, unless otherwise specifically provided for herein, the City and RBS's rights and obligations do not extend to Clinton Court.

[SIGNATURE & ACKNOWLEDGMENT PAGES TO FOLLOW]

RBS, the City and Clinton Court have executed this Completion Agreement as of the date first above written.

WITNESSES:

RBS AMERICAS PROPERTY CORP

By: _____

Its: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss.:

On this the ___ day of _____, 2018, before me _____, the undersigned officer, personally appeared, _____, as aforesaid executed the foregoing instrument as the _____ of _____ and acknowledge same to be his free act and deed and the free act and deed of _____, before me.

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

CLINTON COURT CONDOMINIUM
ASSOCIATION

By: _____

Its: _____

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

On this the ___ day of _____, 2018, before me _____, the undersigned officer, personally appeared, _____, as aforesaid executed the foregoing instrument as the _____ of _____ and acknowledge same to be his free act and deed and the free act and deed of _____, before me.

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

List of Exhibits for RBS Completion Agreement

- Exhibit A: Redniss & Mead exhibit showing the property exchanges
- Exhibit B-1: Redniss & Mead easement map
- Exhibit B-2: Redniss & Mead survey
- Exhibit C: Property Description - RBS
- Exhibit D: Property Description – Midas Site
- Exhibit E: Form Quit Claim Deed
- Exhibit F: Form Public Access Easement
- Exhibit G: Property Description – Division Street Property
- Exhibit H: Property Description – 0 Division Street
- Exhibit I: Form Storm Drainage & Construction Access Easement
- Exhibit J: Property Description – Clinton Court Parking Lot
- Exhibit K: Clinton Court Improvements Exhibit
- Exhibit L: Floodplain Reduction Map

BLOCKS 3, 6 & 7 ZONES: C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20, C-21, C-22, C-23, C-24, C-25, C-26, C-27, C-28, C-29, C-30, C-31, C-32, C-33, C-34, C-35, C-36, C-37, C-38, C-39, C-40, C-41, C-42, C-43, C-44, C-45, C-46, C-47, C-48, C-49, C-50, C-51, C-52, C-53, C-54, C-55, C-56, C-57, C-58, C-59, C-60, C-61, C-62, C-63, C-64, C-65, C-66, C-67, C-68, C-69, C-70, C-71, C-72, C-73, C-74, C-75, C-76, C-77, C-78, C-79, C-80, C-81, C-82, C-83, C-84, C-85, C-86, C-87, C-88, C-89, C-90, C-91, C-92, C-93, C-94, C-95, C-96, C-97, C-98, C-99, C-100



ORIENTATION

STAMFORD, CT

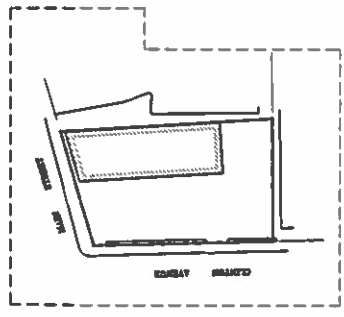
REDNISS & MEAD

LAND SURVEYING
CIVIL ENGINEERING
PLANNING & ZONING CONSULTING
PERMITS

27 First Street | Stamford, CT 06905
Tel: 203.327.9900 | Fax: 203.352.1118
www.rednissandmead.com

COPY NO.	7358
DATE	10/21/16
SCALE	1" = 100'

MIDAS SITE
(at main street)



RIGHT OF WAY
SCALE 1:20

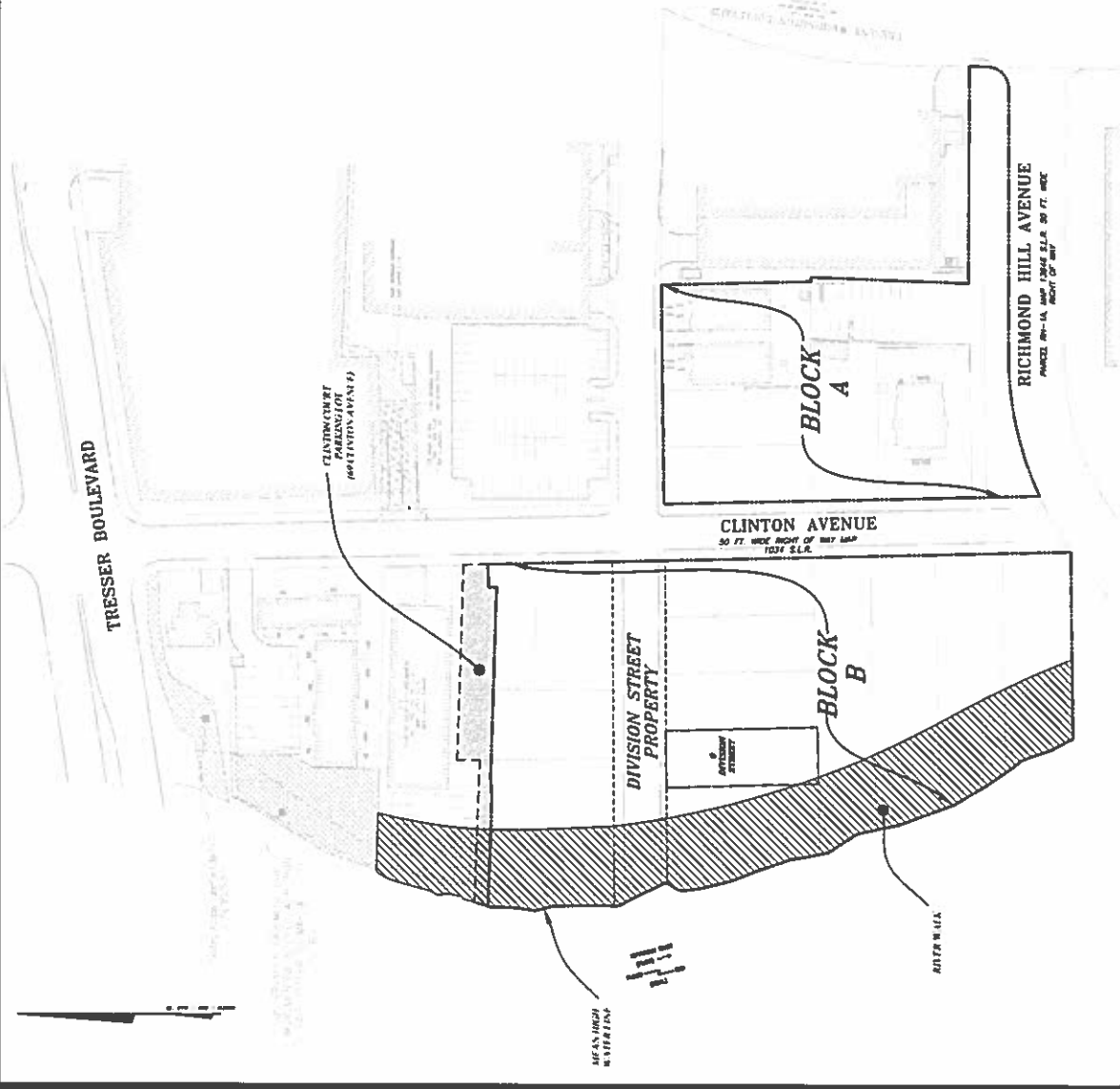
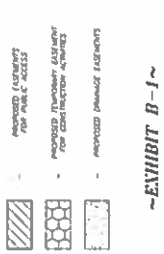


EXHIBIT A

BLOCKS 9 & 7 ZONES MRD-D

STANDARD LOT
ORIENTATION

- NOTES:**
1. Map has been prepared in accordance with Sections 20a-200-1 thru 20a-200-37 of the Regulations of the Commission of Zoning and the Planning Department of the City of Stamford, Connecticut, in the Department of Public Works, Planning Bureau, 100 City Hall, New Haven, Connecticut, 06510, and in the Department of Public Works, Planning Bureau, 100 City Hall, New Haven, Connecticut, 06510, and in the Department of Public Works, Planning Bureau, 100 City Hall, New Haven, Connecticut, 06510.
 2. References to laws 1957, 1973, 1976, 1978, 1979, 1981, 1982, 1984, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 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- EXHIBIT B-1 -

**EASEMENT MAP
PUBLIC ACCESS EASEMENTS
THE CITY OF STAMFORD
CONSTRUCTION EASEMENT
CLINTON COURT CONDOMINIUM**

Redniss & Mead, Inc. 1201 Main Street, New Canaan, CT 06840

Scale: 1" = 50'

Date: 11/21/2023

Project No. 2023-001

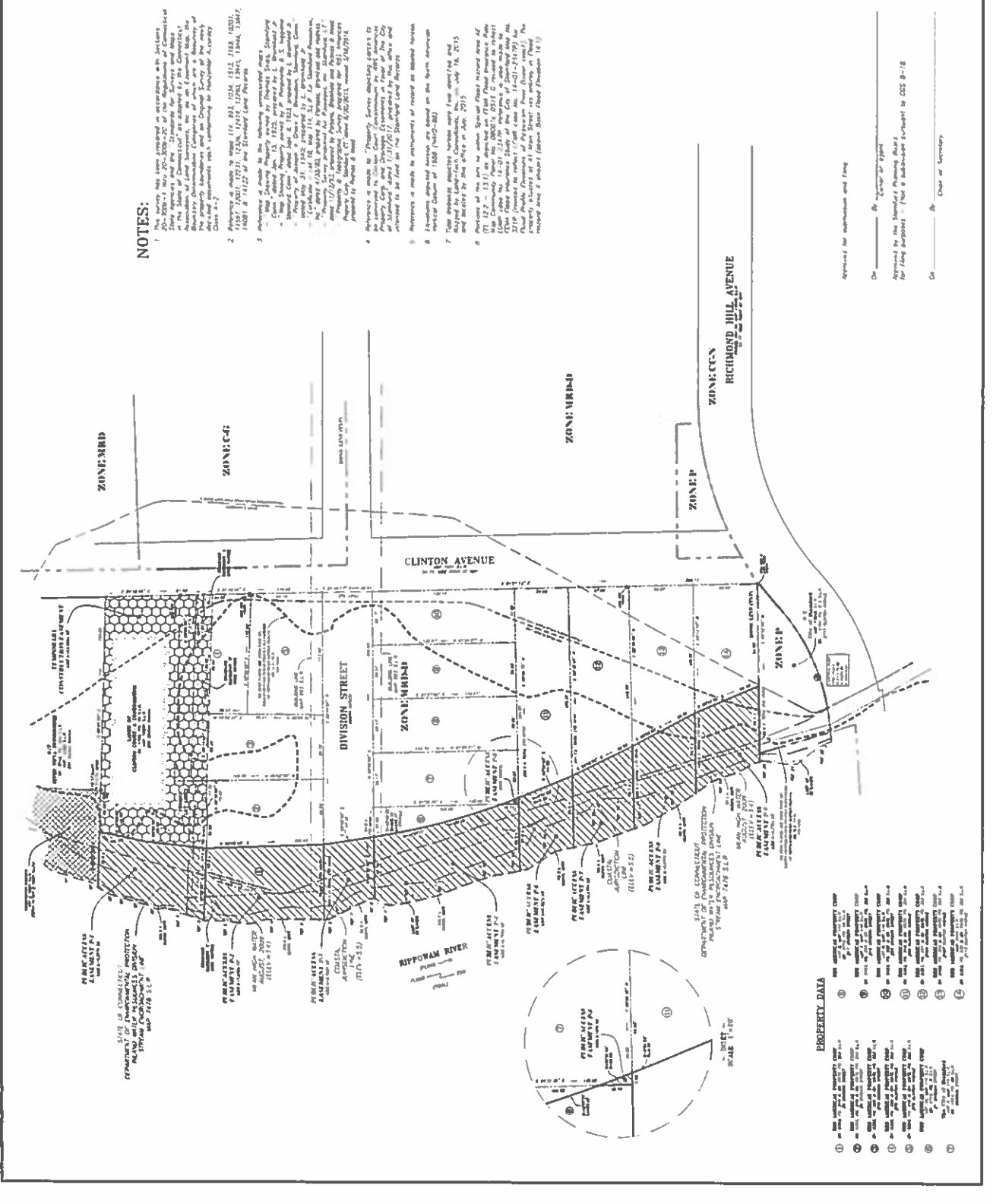
Client: City of Stamford

Project: Public Access Easements

Map No. 100001-0001

Case No. 7946-1

EASE



Approved for Submission and Log

By: [Signature]

Approved by the Standard Planning Board

For filing purposes - (Not a Subordinate Support to COS B-18)

Date: [Signature] Chief of Secretary

PROPERTY DATA

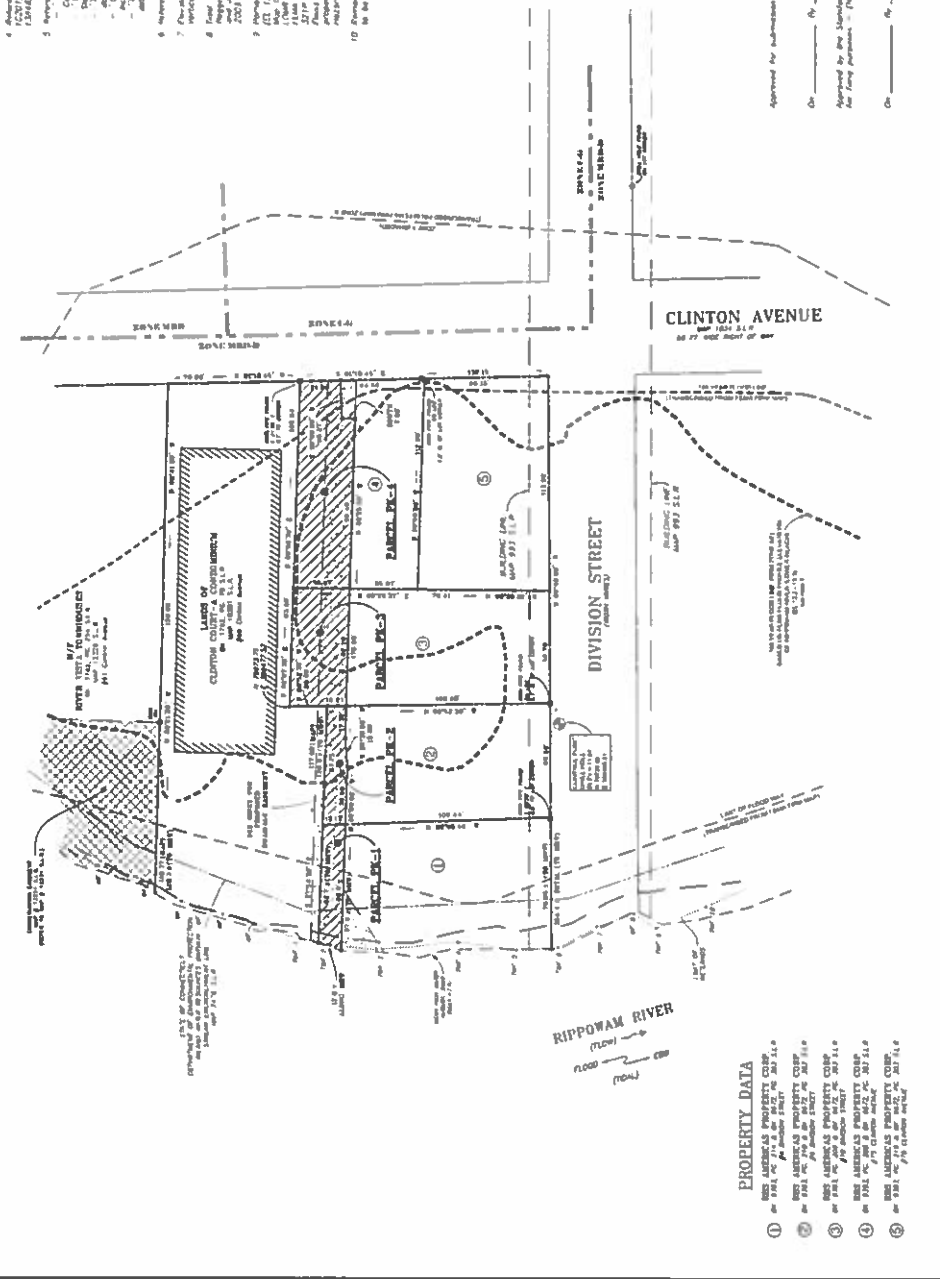
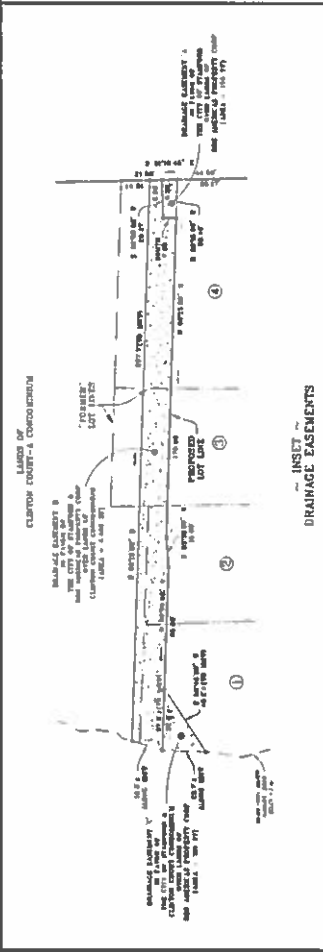
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SCALE 1"=50'



NOTES:

- The survey has been prepared in accordance with Section 40-2 of the Connecticut General Statutes, and the "Survey and Map Act" at the time of completion, as amended by the Connecticut General Statutes, and the "Survey and Map Act" at the time of completion, as amended by the Connecticut General Statutes, and the "Survey and Map Act" at the time of completion, as amended by the Connecticut General Statutes.
- Areas of Project to be Surveyed are Clinton Court Condominium, Zone 1 & 2, Zone 3, Zone 4, Zone 5, Zone 6, Zone 7, Zone 8, Zone 9, Zone 10, Zone 11, Zone 12, Zone 13, Zone 14, Zone 15, Zone 16, Zone 17, Zone 18, Zone 19, Zone 20, Zone 21, Zone 22, Zone 23, Zone 24, Zone 25, Zone 26, Zone 27, Zone 28, Zone 29, Zone 30, Zone 31, Zone 32, Zone 33, Zone 34, Zone 35, Zone 36, Zone 37, Zone 38, Zone 39, Zone 40, Zone 41, Zone 42, Zone 43, Zone 44, Zone 45, Zone 46, Zone 47, Zone 48, Zone 49, Zone 50, Zone 51, Zone 52, Zone 53, Zone 54, Zone 55, Zone 56, Zone 57, Zone 58, Zone 59, Zone 60, Zone 61, Zone 62, Zone 63, Zone 64, Zone 65, Zone 66, Zone 67, Zone 68, Zone 69, Zone 70, Zone 71, Zone 72, Zone 73, Zone 74, Zone 75, Zone 76, Zone 77, Zone 78, Zone 79, Zone 80, Zone 81, Zone 82, Zone 83, Zone 84, Zone 85, Zone 86, Zone 87, Zone 88, Zone 89, Zone 90, Zone 91, Zone 92, Zone 93, Zone 94, Zone 95, Zone 96, Zone 97, Zone 98, Zone 99, Zone 100.
- Reference is made to instruments of record as listed herein.
- Reference is made to the following instruments of record: ...
- Reference is made to the following instruments of record: ...
- Reference is made to the following instruments of record: ...
- Reference is made to the following instruments of record: ...
- Reference is made to the following instruments of record: ...
- Reference is made to the following instruments of record: ...
- Reference is made to the following instruments of record: ...



-EXHIBIT B-2-

PROPERTY SURVEY
CLINTON COURT CONDOMINIUM
RBS Americas Property Corp.
DRAINAGE EASEMENTS
 A PART OF
THE CITY OF STAMFORD

Scale: 1" = 400'

North Arrow

PREPARED BY: **REDNISS & MEAD**

DATE: 06/15/09

PROJECT NUMBER: C1113.0000

1200 Connecticut Avenue
 Stamford, CT 06902
 Telephone: (203) 338-1200
 Fax: (203) 338-1201
 E-mail: info@redniss.com

PS
 License No. 7238-2-3

PROPERTY DATA

1	0.0000 AC
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4	0.0000 AC
5	0.0000 AC
6	0.0000 AC
7	0.0000 AC
8	0.0000 AC
9	0.0000 AC
10	0.0000 AC

Approved by Submitter and City: _____

City Engineer or Agent: _____

Approved by the Stamford Planning Board for Long Submittal - Part 4 submittal pursuant to CTS 8-18: _____

City Clerk or Secretary: _____

EXHIBIT C

General Property Description (overall site)

Block #: 6 & 7

Area: 4.6± acres

Description:

All that area of land in the City of Stamford, CT, comprised of several parcels of land located on the east and west sides of Clinton Avenue, and generally described as follows:

Easterly Site "Block A" (1.5± acres)

Beginning at a point located on the southerly side of Division Street and the easterly side of Clinton Avenue, and bounded as follows:

Northerly: 194'± by the southerly side of Division Street;
Easterly: 272'± by property n/f of Reckson/Stamford Towers LLC (Assessor Card# 003-8336);
Northerly 192'± by said property n/f of Reckson/Stamford Towers LLC;
Easterly 15'± by the westerly side of Washington Boulevard;
Southerly: 395'± by the northerly side of Richmond Hill Avenue; and
Westerly: 333' ± by the easterly side of Clinton Avenue;

Westerly Site "Block B" (3.1± acres)

Beginning at a point located on the intersection of the westerly side of Clinton Avenue and the northerly side of Richmond Hill Avenue, and bounded as follows:

Southerly: 165'± by property n/f of the City of Stamford (Assessor Card #000-1982)
Westerly: 555'± by the Mean High Water Line of the Rippowam River;
Northerly: 321'± by the property n/f of Clinton Court Condominiums (Assessor Cards #003-0673 through 003-0690 inclusive); and
Easterly: 528' ± by the westerly side of Clinton Avenue;

EXHIBIT D

FIRST PARCEL:

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, known and designated as Plot A on a certain map entitled, "Map Showing an Adjustment of Property Lines Properties of Abraham Field, Stamford, Connecticut", which map is on file in the office of the Town Clerk of said Stamford as Map No. 9203, reference thereto being hereby had for a more particular description of said premises. Said premises are 8800 square feet, more or less.

SECOND PARCEL:

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, known and designated as Plot B on a certain map entitled, "Map Showing an Adjustment of Property Lines Properties of Abraham Field, Stamford, Connecticut", which map is on file in the office of the Town Clerk of said Stamford as Map No. 9203, reference thereto being hereby had for a more particular description of said premises. Said premises are 7,600 square feet, more or less.

Said premises are subject to the following:

1. Any and all provisions of any municipal ordinance, regulation and/or public or private law.
2. Taxes on the Grand List of October 1, 2004, not yet due and payable, one half paid, balance not due and payable, which the Grantee agrees to assume and pay.
3. Zoning Appeals Board Certificate dated February 6, 1973 and recorded February 6, 1973 in Volume 1322, Page 105 of the Stamford Land Records.
4. Restrictive covenant as set forth in a certain deed from Chevron Oil Company to Dora Field, dated June 28, 1972 and recorded in Book 1286, Page 179 of the Stamford Land Records.
5. Building line as shown on filed maps numbered 7947 and 9203 of the Stamford Land Records.
6. Notice of Lease between Post Plaza Associates (The Field Group, LLC) and R & L Leasing Company dated December 16, 1997 and recorded on December 29, 1997 in

SCHEDULE A
[PROPERTY DESCRIPTION TO BE INSERTED]

EXHIBIT F

BLOCK NO. _____

Record & Return to:

PUBLIC ACCESS EASEMENT AND AGREEMENT

This Agreement entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ with a place of business located at _____ (hereinafter referred to as "Grantor") and the City of Stamford, a municipality 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 called "City").

WITNESSETH:

WHEREAS, Grantor is the owner of property known as _____, Stamford, Connecticut, which property is described in the attached Exhibit A (the "Property"); and,

WHEREAS, the City has a plan to construct a path, termed a "Riverwalk" along portions of the Mill River, including along that portion of the Property which is directly adjacent to the Mill River; and,

WHEREAS, pursuant to a certain Completion Agreement between Grantor, the City and _____ dated of near or even date herewith, Grantor agreed to provide an easement to the City for a proposed, future Riverwalk to be located in the rear of the Property along the Mill River; and,

WHEREAS, Grantor and the City now desire to enter into a Public Access Easement and Agreement to allow such future usage as hereinafter described.

NOW THEREFORE, for Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor does hereby give, grant and convey unto the City 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, a similar non-exclusive easement, on, across and over those portions of the Property demarcated as “_____” on a certain map titled “_____” which map was prepared by Redniss & Mead, Inc. and is dated _____, and is attached hereto and made a part hereon as Exhibit B, in order to allow the general public usage of a Riverwalk along the Mill River (hereinafter referred to as “Riverwalk Easement Area”), subject to the terms, conditions and limitations hereinafter contained and further subject to any matters existing of record.

2. Commencement Date of Easement. The right granted herein of the public to access and utilize the Riverwalk Easement Area shall not commence until such time as: 1) the City, at its sole cost and expense, obtains all necessary local, state and federal approvals necessary to construct the Riverwalk; and 2) the City, at its sole cost and expense, constructs the Riverwalk improvements.

3. Terms and Conditions. Grantor hereby conditions this easement and the City, 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, upon the commencement of the easement, also to the following:

a. Unless otherwise modified by Section 9 of the Completion Agreement, the City shall be responsible for the construction of the Riverwalk, including that portion on the Property and within the Riverwalk Easement Area, as well as any permitting required to construct the Riverwalk. The City shall have the right and authority to make, in its name, any necessary applications for required permits to construct the Riverwalk within the Riverwalk Easement Area and any such application(s) shall be provided to Grantor at

least 15 days prior to submittal. Grantor may object to same only if the design proposal by the City imperils the value of the Property by virtue of modification of flood elevations or some other design feature which causes a legitimate concern regarding the approved design of the existing/future building(s) on the Property or the safety of said building(s) or its occupants. The City shall have the further right to access the western portion of the Property, in a commercially reasonable fashion, and after written notice to Grantor, to construct such Riverwalk within the Riverwalk Easement Area. The City and its agents and/or contractors shall comply with all Federal, State and Local laws and regulations pertaining to such construction as are in effect from time to time. The City shall utilize only reputable contractors for construction of the Riverwalk and all such contractors shall be fully insured by reputable insurance carriers and provide Grantor with evidence that the City is named as an additional insured on said policy in the amount of not less than \$2,000,000.00 for property damage and \$5,000,000.00 for personal injury. The City shall use its best efforts to minimize disruption to the remainder of the Property outside of the Riverwalk Easement Area during such construction and shall be responsible to Grantor for the prompt repair of any damage caused to the Property.

b. The Riverwalk Easement Area may be used by the general public but shall be limited to the purposes of passage and re-passage (as well as normal and customary respite sitting and viewing) and for limited passive recreation by members of the public traveling on foot, bicycle or such other motorized or non-motorized devices not creating a nuisance, danger and allowed generally within City of Stamford's Mill River Park.

c. Grantor shall have the right, but no obligation, to promulgate and enforce reasonable rules and regulations regarding use of the Riverwalk Easement Area including, but not limited to prohibitions on:

- (i) sound transmission or sound amplification devices;
- (ii) cooking of food and/or use of any cooking device;
- (iii) launching of boats;
- (iv) use of alcohol or illegal drugs;
- (v) littering;

- (vi) playing football or any other game of ball or throwing stones, snowballs or any other thing liable to injure a person or property;
- (vii) nudity, obscenity, prostitution;
- (viii) use of the area to walk pets except if such pets are domestic pets on leashes; including that Grantor may require that pet owners clean up any droppings left by pets;
- (viii) activities promoting any commercial, non-commercial, religious, political or social cause or entity of any sort, including by way of example and not limitation:
 - (1) the solicitation of business or the posting or distribution of handbills, leaflets, or posters of any sort;
 - (2) demonstrations or gatherings for political purposes.

Grantor reserves the right, subject to review and approval by the City's Land Use Bureau, reasonably exercised, to promulgate such other reasonable rules and regulations regarding the conduct of individuals within the Riverwalk Easement Area not expressly set forth above. It is understood by both Grantor and the City that any rule or regulation shall be designed to assure the use and enjoyment of the Riverwalk Easement Area by the general public as a passive portion of the Mill River Park and to prevent nuisance or damage to the improvements in and on the Riverwalk Easement Area and to ensure that no activity taking place on the Riverwalk Easement Area interferes with Grantor's use of its residential building for its intended purposes and does not interfere with Grantor's quiet enjoyment and reasonable use of that building.

d. Grantor shall have the right, but no obligation, to enforce any rule or regulation regulating the Riverwalk Easement Area and to supervise the Riverwalk Easement Area as it relates to use by members of the general public and to exclude from the Riverwalk Easement Area 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. Grantor shall not purposely and unreasonably discriminate against members of the public when supervising or enforcing commonly accepted standards of decency and good conduct.
- (v) violating any established rule or regulation regarding conduct on the Riverwalk Easement Area.

e. It is recognized and acknowledged by Grantor and the City that the Riverwalk Easement Area is intended to function as a portion of the City's public park known as the Mill River Park. Upon commencement of the easement rights granted herein as provided in Paragraph 2 above, the hours of use of the Easement Area shall coincide with those the City establishes for portions of the Mill River Park adjacent to the Riverwalk Easement Area. Grantor reserves the right to request from the City authorization to physically gate or close access to the Riverwalk Easement Area at the expiration of such access hours, upon a reasonable showing that such gate or closure is necessary.

f. Grantor reserves the right to install directional and informational signage with respect to the usage, rules and regulations of the Riverwalk Easement Area. Any such signage shall be subject to review and approval, reasonably exercised, by the City's Land Use Bureau.

g. Notwithstanding anything contained herein, Grantor reserves the right to temporarily prohibit access to all or a portion of the Riverwalk Easement Area:

- (i) when closure is required due to weather;
- (ii) when closure is required due to any condition (including, without limitation, any actual or perceived threat of violence or any other threat to the safety of the public), which Grantor determines, in its reasonable discretion, renders use of the Riverwalk Easement Area or its facilities unsafe;
- (iii) on the advice of legal counsel as necessary to avoid the abandonment of its ownership or rights to the City or the public generally; or

(iv) in order to perform:

- (1) necessary alterations, repairs, maintenance or landscaping;
- (2) snow removal;
- (3) construction of improvements on or adjacent to the Riverwalk Easement Area;
- (4) security alerts; or
- (5) 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.

h. The City agrees to maintain, at its sole cost, all improvements and landscaping and shall keep the Riverwalk Easement Area reasonably clear of obstructions, dirt, debris, snow, ice and anything else that may impair its safe and convenient use by members of the public.

i. Grantor shall not be responsible for any costs associated with any such maintenance activities. The City hereby represents that based on the City's current Schedule of Insurance, the City maintains a general liability insurance policy and is self-insured up to \$1 million and has excess umbrella insurance coverage of \$10 million and \$25 million, and that such insurance coverage will cover any maintenance of the Riverwalk Easement Area.

j. The City is authorized to place a sign, that is a standard size consistent with other City public easement signage, at an appropriate location in the Riverwalk Easement Area, stating that the area is subject to a public access easement. The City agrees that maintenance of such signage shall be the responsibility of the City and that such signage will be consistent with signage of the Mill River Park and Riverwalk.

k. The City agrees that by accepting and recording this document that it will reasonably cooperate with Grantor in any of the Grantor's activities as they relate to the

use of the Riverwalk Easement Area by members of the general public and the exercise of the Grantor's rights as herein set forth, and 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.

l. Grantor and the City 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 it does not prevent the public from exercising its non-exclusive rights granted herein.

m. Notwithstanding anything in this easement to the contrary, and pursuant to Conn. Gen. Stat. §52-557g, in no event shall Grantor be held liable by reason hereof for (i) the behavior or conduct of any member of the public, (ii) policing such conduct or (iii) safeguarding the health, safety or welfare of any person accessing or using the Riverwalk Easement Area. The failure of Grantor to exercise any or all of its rights and powers for any period of time, however long or indefinite shall not (i) be deemed a waiver of the right to exercise any or all of such rights and powers at any subsequent time or (ii) give rise to any liability to any person. It is not the intention of Grantor and the City to impose upon the City, by virtue of this easement any duty of care or other rights in favor of any member of the general public or user of the Riverwalk Easement Area. This easement shall not vest the general public or any member thereof with any right or privilege or any cause of action due to any breach or violation hereof.

n. The words "Grantor" and "City" 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 City to assign rights beyond those designated to the general public.

o. This easement shall run with the Land in perpetuity.

p. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against all costs, expenses (including reasonable attorneys' fees)

judgement, losses and causes of action 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 herein.

q. Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Public Access Easement and Agreement and that all required actions, consents and approvals therefor have been duly taken and obtained or will be taken and obtained prior to the commencement of any construction activity by the City in the Riverwalk Easement Area.

r. This Public Access Easement and Agreement 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.

[Signatures and Acknowledgements on the following page(s)]

TO HAVE AND TO HOLD, the said granted and bargained rights and easement to the City of Stamford forever, to its own proper use and behoof.

In witness whereof Grantor has caused these presents to be executed by a duly authorized individual on this date and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR

WITNESS

Name:

By: _____

Its:
Authorized Signatory

WITNESS

Name:

CITY OF STAMFORD

WITNESS

Name:

By: _____

David R. Martin
Its Duly Authorized Mayor

WITNESS

Name:

STATE OF CONNECTICUT)

) ss: Stamford

COUNTY OF FAIRFIELD)

On this ____ day of _____, 20__, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a _____ organized and existing under the rules of the State of _____ and that s/he is authorized to execute the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand.

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

STATE OF CONNECTICUT)

) ss: Stamford

COUNTY OF FAIRFIELD)

On this ____ day of _____, 20__, before me _____, the undersigned officer, personally appeared the Honorable David R. Martin, 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.

In witness whereof I hereunto set my hand.

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

EXHIBIT A

[INSERT PROPERTY DESCRIPTION]

EXHIBIT B

[map of Riverwalk Easement Area]

EXHIBIT G

**Division Street Discontinuance
Perimeter Description**

Beginning at a point on the westerly side of Clinton Avenue at its intersection with the northerly side of Lot 6 as depicted on Map 114 of the Stamford Land Records (S.L.R.);

running thence in a westerly direction along the northerly side of Lots 6, 7, 8, 9 and 10, on said Map 114 S.L.R., S 89° 40' 00" W a distance of 200.68 feet; and S 89° 22' 48" W a distance of 84.8 feet more or less to the Mean High Water (MHW) line of the Rippowam River;

running thence generally northerly along said MHW 51.6 feet more or less to land of RBS Greenwich Capital Property Acquisition Corp described in Bk. 9393 on Page 214 S.L.R.;

running thence in an easterly direction along lands of RBS Greenwich Capital Property Acquisition Corp described in Bk. 9393 on Pages 206, 210, 214 and 216 S.L.R.; N 89° 40' 00" E a distance of 304.4 feet more or less to the aforesaid westerly side of Clinton Avenue;

running thence in a southerly direction along the aforesaid southerly side of Clinton Avenue S 01° 19' 17" E a distance of 46.51 feet to the Point of Beginning

EXHIBIT H

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, known and designated as Lot Numbered Nine (9) on a certain map entitled, "Map of Est. of Jos. H. Webb, Dec'd. Surveyed September 1897, W.B. Cochrane, C.E.", which map is on file in the office of the Town and City Clerk of the said City of Stamford as the map numbered 114, reference thereto being hereby had.

NORTHERLY: 50 feet by Division Street;

EASTERLY: 133 feet, more less, by Lot Eight (8) as shown on the aforesaid map;

SOUTHERLY: 50 feet by land now or formerly of Pasquale Pimpenella; and

WESTERLY: 133 feet, more or less, by land now or formerly of Michael Albrizio, et ux.

EXHIBIT I

Block Number:

Please return original to:

**STORM DRAINAGE &
CONSTRUCTION ACCESS EASEMENT**

This Agreement ("Agreement") made this _____ day of _____, 20__ by and between Clinton Court Condominium Association, having an office at 69 Clinton Avenue, Stamford, Connecticut, acting herein by its President _____ (hereinafter "Clinton Court"), RBS Americas Property Corp., a Delaware corporation, having an office at 600 Washington Boulevard, Stamford, Connecticut 06901 (hereinafter "RBS") and the City of Stamford, a political subdivision of the State of Connecticut having an office at 888 Washington Boulevard, Stamford, Connecticut (hereinafter the "City").

WHEREAS, Clinton Court presently owns property known as 69 Clinton Avenue, Stamford, Connecticut described on the attached **Schedule A** (hereinafter "Clinton Court's Property"); and

WHEREAS, RBS presently owns the property directly adjacent to Clinton Court's Property to the south comprised of multiple parcels described on the attached **Schedule B** (hereinafter "RBS Property");

WHEREAS, a certain storm drainage pipe together with customary and necessary appurtenant features is currently located beneath the western portion of Division Street (the "Drainage Pipe");

WHEREAS, pursuant to a certain Completion Agreement between the parties (the "Completion Agreement"), Clinton Court, RBS and the City recognized, confirmed and acknowledged that the Drainage Pipe would be relocated to a portion of the property to be conveyed by RBS to Clinton Court and thereafter is, or will be, primarily located on Clinton Court's Property;

WHEREAS, pursuant to the Completion Agreement, RBS recognized, confirmed and acknowledged that a portion of the Drainage Pipe would be located on RBS Property;

WHEREAS, pursuant to the Completion Agreement, RBS agreed to construct a parking lot on Clinton Court's Property at the sole and exclusive expense of the City;

WHEREAS, pursuant to the Completion Agreement, RBS agreed to relocate the Drainage Pipe on Clinton Court's Property at the shared cost and expense of the City and RBS;

WHEREAS, to facilitate the construction of the parking lot and relocation of the Drainage Pipe, RBS requires a temporary easement on and over a portion of Clinton Court's Property, as more particularly described as the "Temporary Construction Easement" on **Schedule C**;

WHEREAS, Clinton Court has agreed to provide certain easements to RBS and the City in connection with the relocation of the Drainage Pipe and construction of the parking lot on Clinton Court's Property; and

WHEREAS, RBS has agreed to provide certain easements to the City and Clinton Court in connection with the relocation of the Drainage Pipe.

NOW THEREFORE, in consideration of the sum of ten dollars and other valuable consideration and the mutual covenants and restrictions set forth herein and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Grant of Easements.

- a. RBS hereby grants, conveys and confirms unto the City a perpetual non-exclusive easement in, under, upon, about, over and through "Drainage Easement A" for purposes of installing, connecting, using, maintaining, repairing and replacing a subsurface, water drainage pipe together with customary and necessary appurtenant features within that area of RBS's Property identified as "Drainage Easement A" on a certain map attached hereto as **Schedule D** and titled "Property Survey Depicting Clinton Court Condominium By RBS Americas Property Corp. And Drainage Easements in Favor of the City of Stamford" prepared by Redniss & Mead, dated - _____ which map is recorded on the City of Stamford Land Records as Map No. _____ (the "Map"). RBS warrants that it has good and sufficient title in Drainage Easement A.
- b. Clinton Court hereby grants, conveys and confirms unto the City and RBS a perpetual non-exclusive easement in, under, upon, about, over and through Drainage Easement B for purposes of installing, connecting, using, maintaining, repairing and replacing a subsurface, water drainage pipe together with customary and necessary appurtenant features within that area of Clinton Court's Property identified as "Drainage Easement B" on the Map. Clinton Court warrants that it has good and sufficient title in Drainage Easement B.
- c. RBS hereby grants, conveys and confirms unto the City a perpetual non-exclusive easement in, under, upon, about, over and through Drainage Easement C for purposes of installing, connecting, using, maintaining, repairing and replacing a subsurface, water drainage pipe together with customary and necessary appurtenant features within that area of RBS's

Property identified as "Easement Area C" on the Map. RBS warrants that it has good and sufficient title in Drainage Easement C.

- d. RBS hereby grants, conveys and confirms unto Clinton Court a perpetual non-exclusive easement in, under, upon, about, over and through Drainage Easement C for purposes of connecting and using a subsurface, water drainage pipe together with customary and necessary appurtenant features within that area of RBS's Property identified as "Easement Area C" on the Map. RBS warrants that it has good and sufficient title in Drainage Easement C.

Collectively, Drainage Easement A, Drainage Easement B and Drainage Easement C shall be hereinafter referred to as the "Drainage Easement."

- e. Clinton Court hereby grants, conveys and confirms unto RBS, on the terms and conditions contained in this Agreement, a temporary easement in, under, upon, about, over and through a portion of Clinton Court's Property within that area of Clinton Court's Property identified as "Temporary Construction Easement", (hereinafter the "Construction Easement Area") on the Map, for the purpose of constructing a parking lot, relocating Clinton Court utilities below grade and relocating the Drainage Pipe (the "Construction Easement"). Upon issuance of a Certificate of Completion, or an equivalent action from the Stamford Building Department, for the parking lot, the Construction Easement shall cease and be of no further force and effect, subject to any written extension given to RBS by Clinton Court, in its sole discretion and this Construction Easement shall be released as an encumbrance from the Stamford Land Records without the need for any further action unless requested by either party.

2. Access. Clinton Court shall not block or prohibit the City's or RBS's access to or use of Drainage Easement B or the Construction Easement Area except in emergency situations. RBS shall not block or prohibit the City or Clinton Court's access to or use of Drainage Easement A and Drainage Easement C except in emergency situations.

3. Responsibility & Cost. Unless otherwise provided below, the City is responsible for all work, costs and expenses attributable to inspection, repair, maintenance and/or replacement of the Drainage Pipe within the Drainage Easement as well as any restoration work related to same in accordance with Section 5 below. Provided; however, any party connecting to the Drainage Pipe shall be solely responsible for the costs and expenses associated with said connection as well as any restoration work related to same in accordance with Section 5 below. RBS shall be responsible for all initial work, costs and expenses attributable to relocation of the Drainage Pipe; provided however, the City shall reimburse RBS for half the cost of said relocation reflecting the agreed upon share to be borne by the City for the relocation of the Drainage Pipe. Said contribution shall be paid to RBS upon thirty (30) days written notice to the City that RBS is ready, willing and able to proceed with said relocation work. RBS shall be responsible for all work related to the initial construction of the parking lot in the Construction Easement Area and the City shall be responsible for all costs and expenses attributable to same;

including design, permitting and all construction costs Ongoing repair, maintenance and/or replacement of the parking lot improvements shall be the responsibility of Clinton Court.

4. Notices. Prior to performing any connection, installation, maintenance, repair or replacement work in the Drainage Easement, the performing party shall provide the property owner fifteen (15) days prior written notice, except in cases of emergency, where only such notice as is practical and feasible under the circumstances, shall be required. Prior to performing any work related to the construction of the parking lot, RBS shall provide Clinton Court fifteen (15) days prior written notice. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail return receipt requested or by recognized overnight courier if sent to the respective address of each party as set forth at the beginning of this Agreement or at such other address provided to the other party.

5. Restoration. Upon the completion of any installation, connection, maintenance, repair or replacement work, the performing party shall promptly restore any areas disturbed by its activities, to the condition prior to the initiation of installation, connection, maintenance or repair work by same.

6. Insurance. Prior to entering Clinton Court or RBS's Property, as the case may be, the City and/or RBS, as applicable, will provide copies of certificates of its general comprehensive liability insurance, with a combined single limit of not less than \$2,000,000.00 per occurrence for general liability, personal injury and property damage, insuring Clinton Court and/or RBS and anyone who has access to Clinton Court or RBS's Property on the City and/or RBS's behalf, as applicable, against any injuries or damages to persons or property that may result from or are related to said person or said person's agents' entry upon the property. All such policies shall be issued by companies authorized to issue such policies in the State of Connecticut, and shall be reasonably acceptable to Clinton Court and/or RBS in all other respects.

7. Indemnification. All parties shall defend, indemnify and hold the other 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 either party and its agents in the performance of the installation, maintenance, repair or replacement of the Easement, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of either party and/or its employees, agents, representatives or contractors, as the case may be.

8. Environmental Representation. Clinton Court represents that (i) the Clinton Court Property and/or the Construction Easement Area are not subject to any Environmental Land Use Restrictions ("ELURs") that would restrict, alter or prohibit RBS or the City's use of Clinton Court's Property and/or (ii) Clinton Court's Property is not an "establishment" as such term is defined in Sections 22a-134 through 22a-134e of the Connecticut General Statutes (the "Transfer Act"), (iii) there are no conditions which may pose a threat to human health and/or the environment and/or (iv) there no other pre-existing environmental conditions (under any other State or Federal law, rule, regulation or ordinance) that may otherwise impact the

indemnification under Section 7 above or the City or RBS's use of Clinton Court's Property and the Construction Easement Area.

9. Easement to Run with Land. This grant of Easement and the rights and obligations in this Agreement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

10. No Assumption of Risk. The City and RBS acknowledge and agree that Clinton Court assumes no liability to the City, RBS or either's employees, agents or representatives, contractors or any other person at Clinton's Property for any injury (including death) to persons or damage to or loss of property suffered on Clinton Court's Property resulting from or relating in any way to the connection, installation, maintenance, repair or replacement of the Drainage Easement or construction of the parking lot improvements. The City and Clinton Court further acknowledge and agree that RBS assumes no liability to the City or Clinton Court or its employees, agents or representatives, contractors or any other person at RBS's Property for any injury (including death) to persons or damage to or loss of property suffered on RBS's Property resulting from or relating in any way to the connection, installation, maintenance, repair or replacement of the Drainage Easement.

11. Representations and Warranties. Clinton Court and RBS hereby represent and warrant to the City that: (a) each has the full right, power, title and interest to make the within grant of Easements to the City; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by the City pursuant to the terms hereof; and (c) the City's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title. Clinton Court and RBS hereby represent and warrant to the other that: (a) it has the full right, power, title and interest to make the within grant of Easements; (b) such grant of Easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized pursuant to the terms hereof; and (c) the easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

12. Grantor's Use of Property. Clinton Court and RBS, respectively, reserve the right to use Clinton Court's Property and RBS's Property, respectively, in any manner and for any purpose that does not interfere with the easement rights provided herein.

13. Successors and Assigns. The rights and obligations contained herein shall be binding upon and inure to the benefit of RBS, the City, Clinton Court and their respective successors and assigns.

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

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

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

17. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement, including but not limited to modification of use shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

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

19. Miscellaneous. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Clinton Court or RBS's Property, as applicable, 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, provided such right does not materially interfere with the rights granted under this Agreement, 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.

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 Follow]

IN WITNESS WEHREOF, the parties have hereunto set their hands and seals the day and year first above written.

CLINTON COURT CONDOMINIUM ASSOCIATION

Witness

By: _____

Witness

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

On this the ___ day of ___, 20___, before me, the undersigned officer, personally appeared, _____, as aforesaid executed the foregoing instrument as the President of CLINTON COURT CONDOMINIUM ASSOCIATION acknowledge same to be his free act and deed and the free act and deed of CLINTON COURT CONDOMINIUM ASSOCIATION, before me.

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

RBS AMERICAS PROPERTY CORP.

Witness

By: _____

Witness

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

On this the ____ day of ____, 20__, before me, the undersigned officer, personally appeared, _____, as aforesaid executed the foregoing instrument as the _____ of RBS AMERICAS PROPERTY CORP. acknowledge same to be his free act and deed and the free act and deed of RBS AMERICAS PROPERTY CORP., before me.

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

CITY OF STAMFORD

Witness

By: _____
David Martin
Its Mayor

Witness

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

On this the ___ day of ____, 20__, before me, the undersigned officer, personally appeared, David Martin, as aforesaid executed the foregoing instrument as the Mayor of the CITY OF STAMFORD acknowledge same to be his free act and deed and the free act and deed of the CITY OF STAMFORD, before me.

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

EXHIBIT J

DESCRIPTION OF PARCELS

PARCEL PK-1

Beginning at a point on the southerly side of land now or formerly of Clinton Court-A Condominium (#69 Clinton Avenue - Map 10201 S.L.R.) at its intersection with the division line between land now or formerly of RBS Americas Property Corp. (#4 Division Street) and other land now or formerly of RBS Americas Property Corp. (#6 Division Street). Said point lies N 02°05'40" W a distance of 121.56 feet from the northerly side of Division Street; thence running southerly along said division line, S 02°05'40" E a distance of 12.12 feet to a point; thence running westerly through said RBS Americas Property Corp (#4 Division Street), N 88°00'00" W a distance of 66.8± feet to the Mean High Water (MHW) mark of the easterly side of the Rippowam River; thence running northerly along said MHW a distance of 12.6± feet to the aforesaid land of Clinton Court-A Condominium; thence running easterly along said land of Clinton Court-A Condominium, S 87°54'30" E a distance of 62.7± feet to the point of beginning.

PARCEL PK-2

Beginning at a point on the southerly side of land now or formerly of Clinton Court-A Condominium (#69 Clinton Avenue - Map 10201 S.L.R.) at its intersection with the division line between land now or formerly of RBS Americas Property Corp. (#4 Division Street) and other land now or formerly of RBS Americas Property Corp. (#6 Division Street). Said point lies N 02°05'40" W a distance of 121.56 feet from the northerly side of Division Street; thence running easterly along said land of Clinton Court-A Condominium, S 87°54'30" E a distance of 63.25 to other land now or formerly of RBS Americas Property Corp. (#10 Division Street); thence running southerly along said land of RBS Americas Property, S 00°52'30" E a distance of 10.23 feet to a point; thence running westerly through said RBS Americas Property Corp (#6 Division Street) the following three (3) courses and distances: N 88°15'00" W a distance of 17.32 feet, S 85°30'00" W a distance of 15.00 feet and N 88°00'00" W a distance of 30.68 feet to Parcel PK-1; thence running northerly along said Parcel PK-1, N 02°05'40" W a distance of 12.12 feet to the point of beginning.

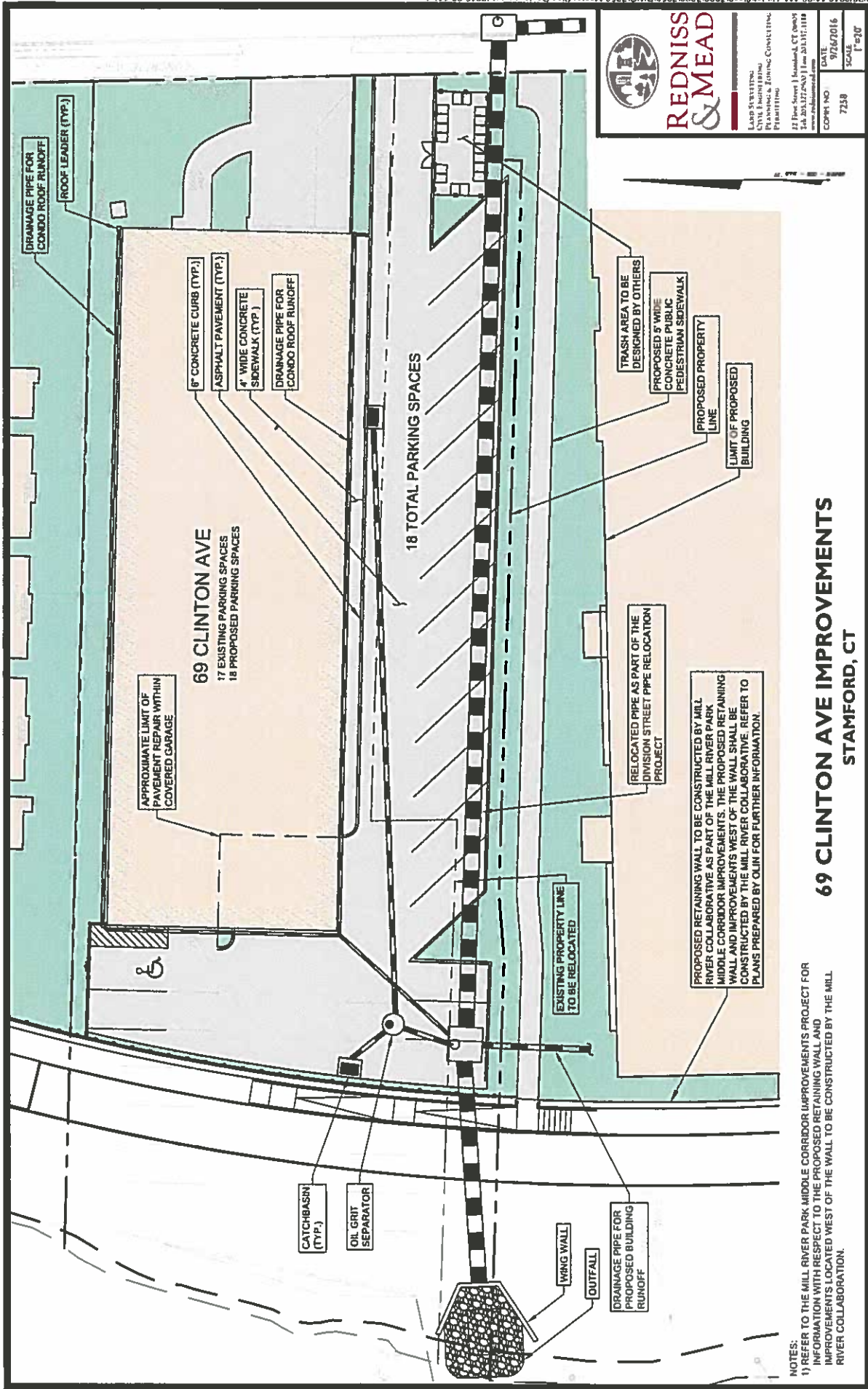
PARCEL PK-3

Beginning at a point on the southerly side of land now or formerly of Clinton Court-A Condominium (#69 Clinton Avenue - Map 10201 S.L.R.) at its intersection with the division line between land now or formerly of RBS Americas Property Corp. (#10 Division Street) and other land now or formerly of RBS Americas Property Corp. (#75 Clinton Avenue). Said point lies N 88°06'30" W a distance of 109.94 feet from the westerly side of Clinton Avenue; thence running southerly along said division line, S 00°28'37" W a distance of 30.07 feet to a point; thence running westerly through said land of RBS Americas Property Corp. (#10 Division Street), N 88°15'00" W a distance of 62.28 feet to Parcel PK-2; thence running northerly along said Parcel PK-2 and along aforesaid land of Clinton Court-A Condominium, N 00°52'00" W a distance of 30.23 feet, each in part; thence running easterly along said Clinton Court-A Condominium, S 88°07'30" E a distance of 63.00 to the point of beginning.

PARCEL PK-4

Beginning at a point on the westerly side of Clinton Avenue at its intersection with the division line between land now or formerly of Clinton Court-A Condominium (#69 Clinton Avenue - Map 10201 S.L.R.) and land now or formerly of RBS Americas Property Corp. (#75 Clinton Avenue); thence running southerly along said westerly side of Clinton Avenue, S 01°18'45" E a distance of 21.50 feet to a point; thence running westerly through said land of RBS Americas Property Corp. (#75 Clinton Avenue), the following three (3) courses and distances: S 88°00'00" W a distance of 20.27 feet, SOUTH a distance of 7.00 feet and N 88°15'00" W a distance of 99.40 feet to Parcel PK-3; thence running northerly along said Parcel PK-3, N 00°28'37" E a distance of 30.07 feet to the aforesaid land of Clinton Court-A Condominium; thence running easterly along said land of Clinton Court-A Condominium, S 88°06'30" E a distance of 109.94 feet to the point of beginning.

EXHIBIT K



REDNISS & MEAD

LEAD ENGINEER:
CHRIS BISHOP, P.E.
PROJECT MANAGER:
FRANKLIN JONES

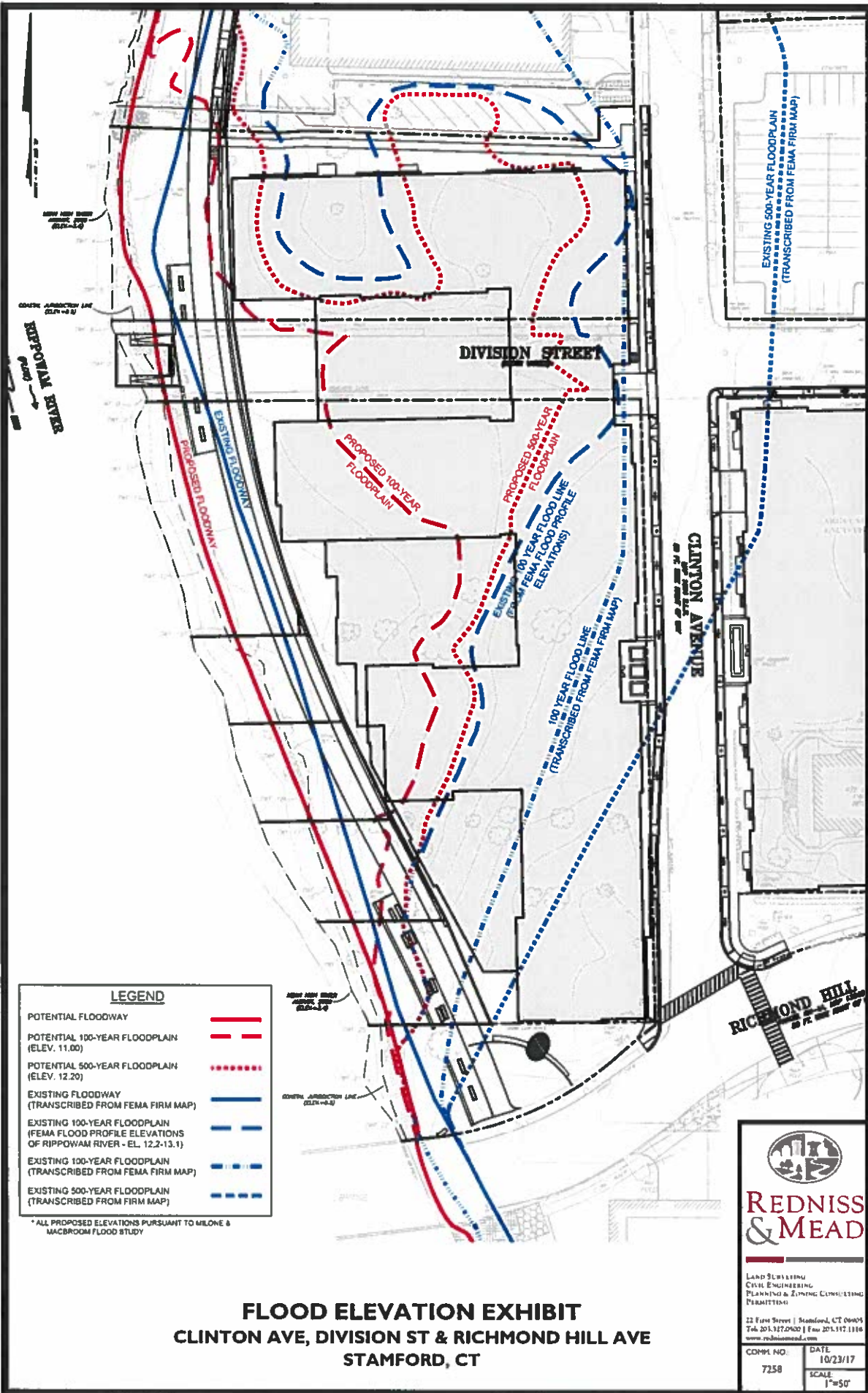
27 Pine Street | Stamford, CT 06905
14, 201.272.2600 | Fax 201.317.1119

COPY NO: 7238
DATE: 9/26/2016
SCALE: 1"=20'

**69 CLINTON AVE IMPROVEMENTS
STAMFORD, CT**

NOTES:
1) REFER TO THE MILL RIVER PARK MIDDLE CORRIDOR IMPROVEMENTS PROJECT FOR INFORMATION WITH RESPECT TO THE PROPOSED RETAINING WALL AND IMPROVEMENTS LOCATED WEST OF THE WALL TO BE CONSTRUCTED BY THE MILL RIVER COLLABORATION.

EXHIBIT L



10/24/2017 1:40 PM H:\Jobs\res2\1003\2017\258\DWG\258 Master Building (2016-02-11).dwg