

January 13, 2025

Zoning Board
City of Stamford
888 Washington Blvd, 7th Floor
Stamford, CT 06901

**Re: Tullamore LLC
Appl. 223-48 - Special Permit and Site and Architectural Plans and Requested Uses
(the “Application”)
0 West Park Place (a.k.a “Phase III” as designated and outlined in purple on the
attached map), Stamford, CT (the “Property”)**

Dear Members of the Zoning Board:

As requested at the public hearing on January 6, 2025, I am writing to provide a summary of the two (2) easements on the Property and a written explanation of the sidewalk requirement along West Park Place.

A. Easements

- 1. Access Easement Agreement by and between the City of Stamford, the City of Stamford Urban Redevelopment Commission and Mary Aposporos and Ellen Begetis, dated May 10, 2013 and recorded May 13, 2013 in Volume 10743 at Page 20 of the Stamford Land Records.**

This “Non-Exclusive Access Easement” consists of a 14 foot wide by 121 foot long area on the west side of the Property abutting 62 West Park Place (outlined in pink on the attached map). The Non-Exclusive Access Easement grants the owner of 62 West Park Place (“Curley’s Diner”) non-exclusive access for pedestrians and vehicles over that portion of the Property, provided; however, guests and invitees are prohibited from loitering, parking or storing vehicles within the Non-Exclusive Access Easement. Curley’s Diner has the obligation to maintain the Non-Exclusive Access Easement and the owner of the Property cannot block access to said easement, except in the case of emergency or with advance written notice of construction on the Property. The owner of the Property can relocate the Non-Exclusive Access Easement at its own expense, provided it is relocated in a manner that minimizes the effect on the Curley’s Diner operations.

Letter to Zoning Board
0 West Park Place
1.13.25
Page 2

2. **Non-Exclusive Pedestrian Access Easement noted on the map is more specifically described in the Trinity Condominium Declaration (the “Declaration”) at § 2.12 (b), which is recorded in Volume 10743 at Page 36 of the Stamford Land Records.**

Following the completion of Phase II Garage Unit (outlined in blue on the attached map), the “Non-Exclusive Pedestrian Access Easement” (outlined in green on the attached map) went into effect providing guests and invitees of the City of Stamford Garage (as designated in the Declaration and outlined in yellow on the attached map) located to the north of the Property with the non-exclusive right, to pass and re-pass over a strip of land located on the eastern side of the Property. The owner of the Property has the right, pursuant to the Declaration, to construct improvements in, and relocate, that Non-Exclusive Pedestrian Access Easement. The Property Owner’s only obligation under the Declaration, irrespective of the improvements and/or relocation proposed by said Property owner within the Non-Exclusive Pedestrian Access Easement, is to provide reasonably similar pedestrian access following any improvements and/or relocations.

Copies of these easements are attached hereto for your reference.

B. Sidewalk

Section 12.K.3.b of the Stamford Zoning Regulations provides: “Along *Downtown Commercial Streets*, a sidewalk of at least fifteen feet (15’) in width from the curb shall be provided....” At the time the Application was originally filed in December 2023, West Park Place was not listed as a *Commercial Street*.¹ However, West Park Place was listed as a Retail Street in Appendix B, Footnote 13. A copy of each of these provisions is attached for your reference.

In order to maintain the existing street wall along West Park Place created by the historic buildings, the proposed building was positioned approximately eleven feet (11’) from the existing curb, in line with the historic buildings on either side of the property. However, because the Applicant mistakenly conflated *Commercial Street*, a defined term, with Retail Street, and believed that the fifteen-foot (15’) sidewalk requirement was applicable to West Park Place, a request was made pursuant to Section 12.K.5 to permit a narrower sidewalk of eleven feet (11’). This request is subject to administrative Zoning Board approval.


¹ Notably, the definition of *Commercial Street* was subsequently amended to include West Park Place and the reference to Retail Streets was removed from Appendix B, Footnote 13. Thus, the proposed eleven-foot (11’) sidewalk, which exceeds the otherwise applicable ten-foot (10’) sidewalk requirement, also moves the sidewalk closer to conformity.

Letter to Zoning Board
0 West Park Place
1.13.25
Page 3

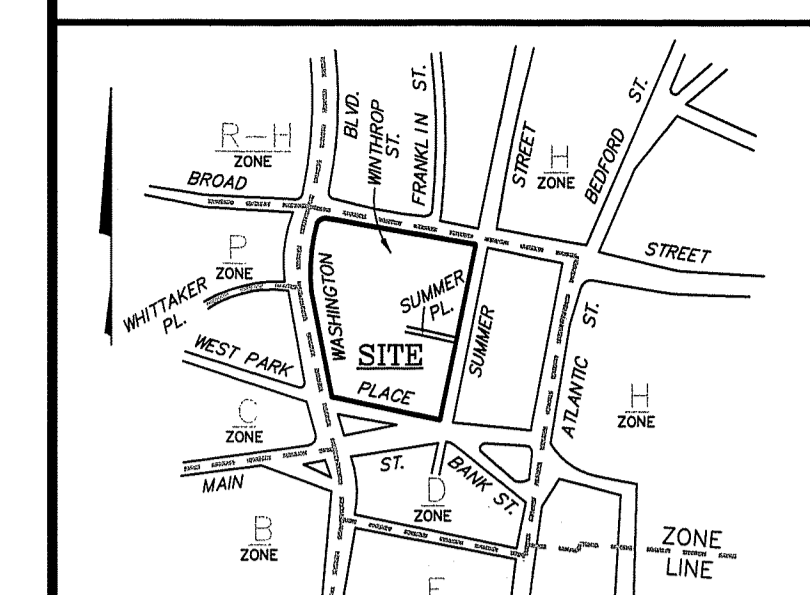
During staff's review of the Application, the mistake in terminology was identified and the Applicant was told that the requested relief was not required. In any event, the Applicant submits that the proposed eleven-foot (11') sidewalk width is appropriate based on existing site conditions. It is also worth noting that, in response to TTP comments, a 7-foot wide sidewalk extension has been added to the plans, creating an 18-foot wide sidewalk for the majority of the frontage not occupied by driveways.

I hope this information is helpful in your review. I am happy to answer any additional questions at the continued public hearing on January 27th.

Very truly yours,

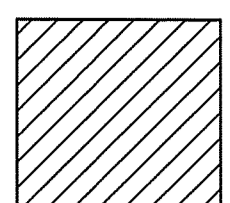
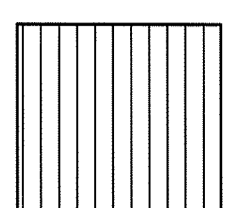
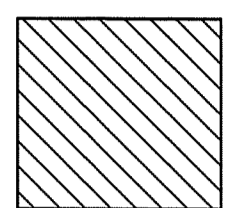
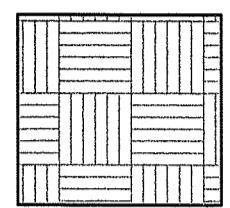
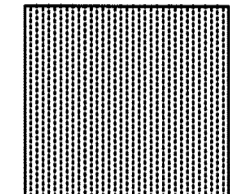

Lisa L. Feinberg

Cc: Vineeta Mathur
Ralph Blessing
Development Team



STAMFORD, CT. 1"=80'
ORIENTATION

LEGEND

-  E-NB1 & 2 = Phase Four Unit No Build Area
-  E-NB3 = Phase Three Unit No Build Area above Elevation 43
-  E-P4A = 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

NOTES:

1. This survey has been prepared in accordance with Sections 20-300b-1 thru 20-300b-20 of the Regulations of Connecticut State Agencies and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. as a Property Survey the Boundary Determination Category of which is a Resurvey conforming to Horizontal Accuracy Class A-2 and is intended to be used to document a Declaration of Condominium. It contains all information required by C.G.S. 47-228 of the Common Interest Ownership Act to be set forth on surveys and plans.
2. Reference is made to a Declaration of Condominium titled: "Declaration of The Trinity Stamford PSW Condominium" filed in the Stamford Land Records contemporaneously herewith.
3. This survey depicts the vertical boundaries of the UNITS, at ground level.
4. Reference is made to Maps 12916, 12903, 12932, 13430, 13789, 13832 & 14544 of the Stamford Land Records.
5. Total area of subject parcels = 124,810±SF or 2.8652 Ac.
6. There are no inland wetlands on the subject property.
7. Subject properties lie partially in FEMA ZONE X and partially in FEMA ZONE X (Shaded) as depicted on a FIRM 09001C0516F dated June 18, 2010. No portion lies in a Special Flood Hazard
8. Elevations depicted and labeled hereon are based on the National Geodetic Vertical Datum of 1929 (NGVD-29). To convert these elevations to the North American Vertical Datum of 1988 (NAVD-88,) SUBTRACT 1.1.

Approved for submission and filing:

On 05-01-13 By Rachel Kelly
Approved by the Stamford Planning Board for filing purposes

On 4-30-13 By Theresa Dell

~ EXHIBIT B ~

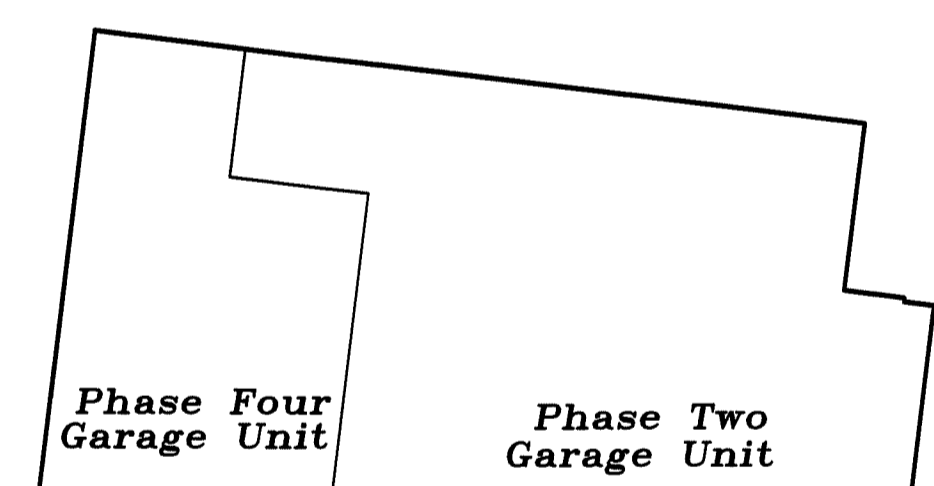
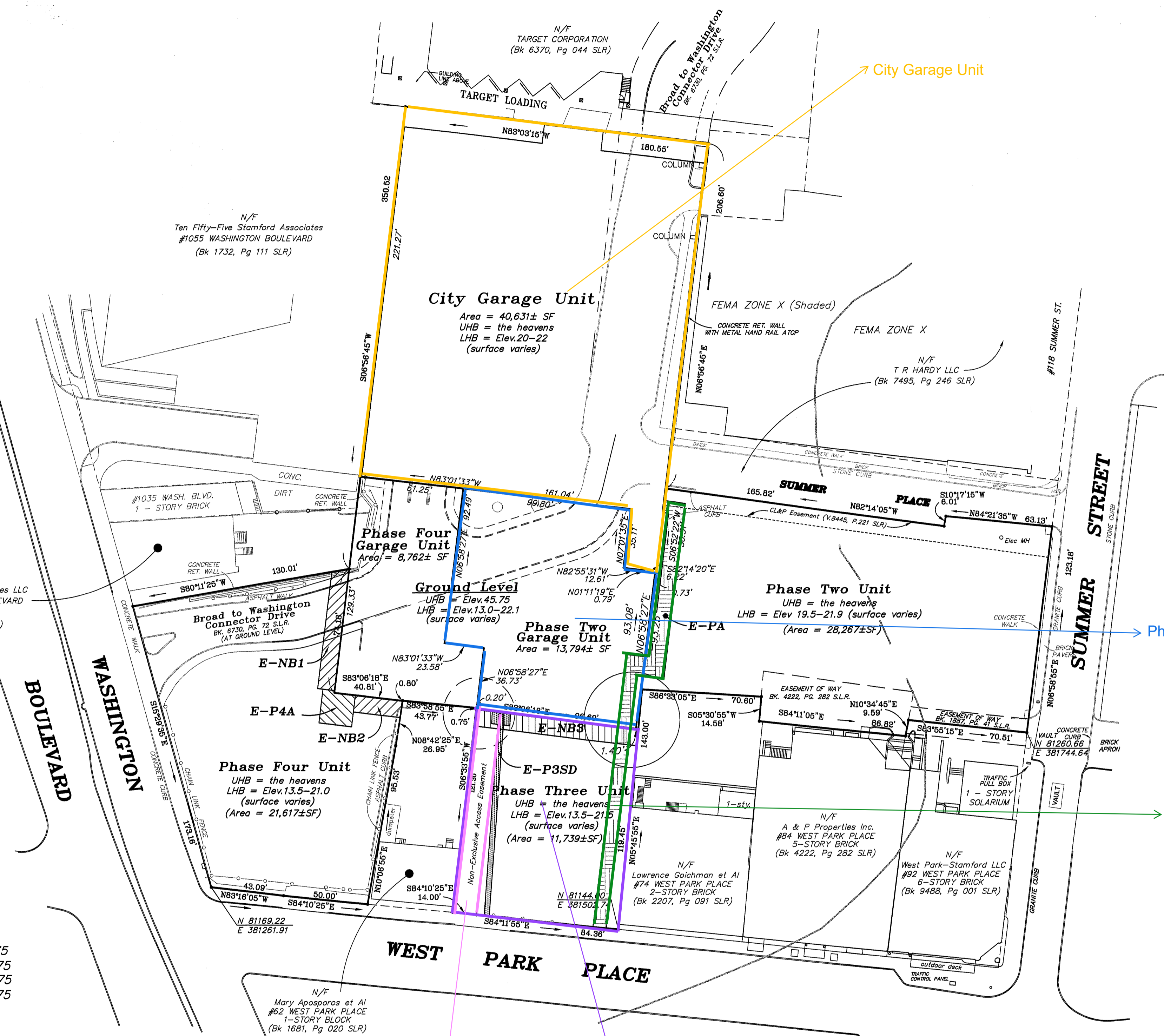
SHEET 1 OF 2

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**

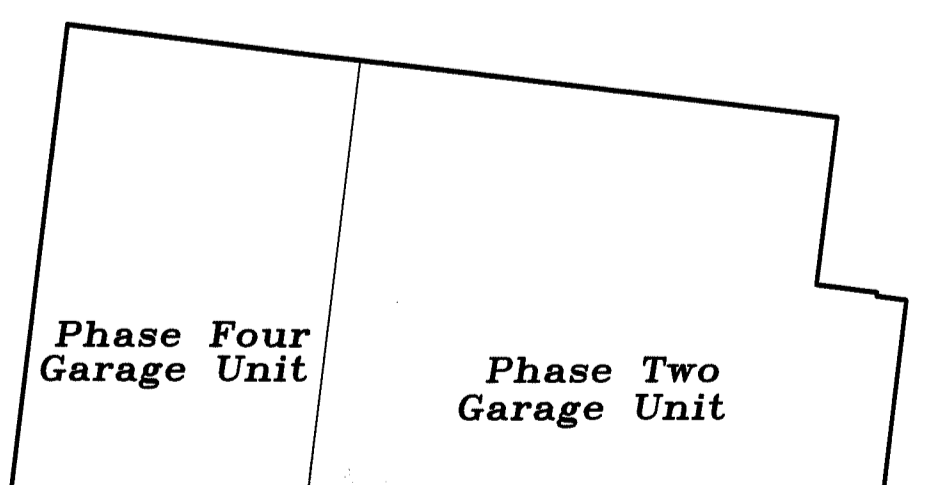
To my knowledge and belief this map is substantially correct and true, noted, hereon <i>Raymond L. Redniss</i> RAYMOND L. REDNISS CT. LIC. NO. 10048 25 April 2013	JOB NO.: 3761H-4 DATE: 02/19/2013 DRAWN BY: JPP/RLR CHECKED BY: SCALE: 0 40 80 1" = 40'
---	--

3761H-PS-CONDO sheet1

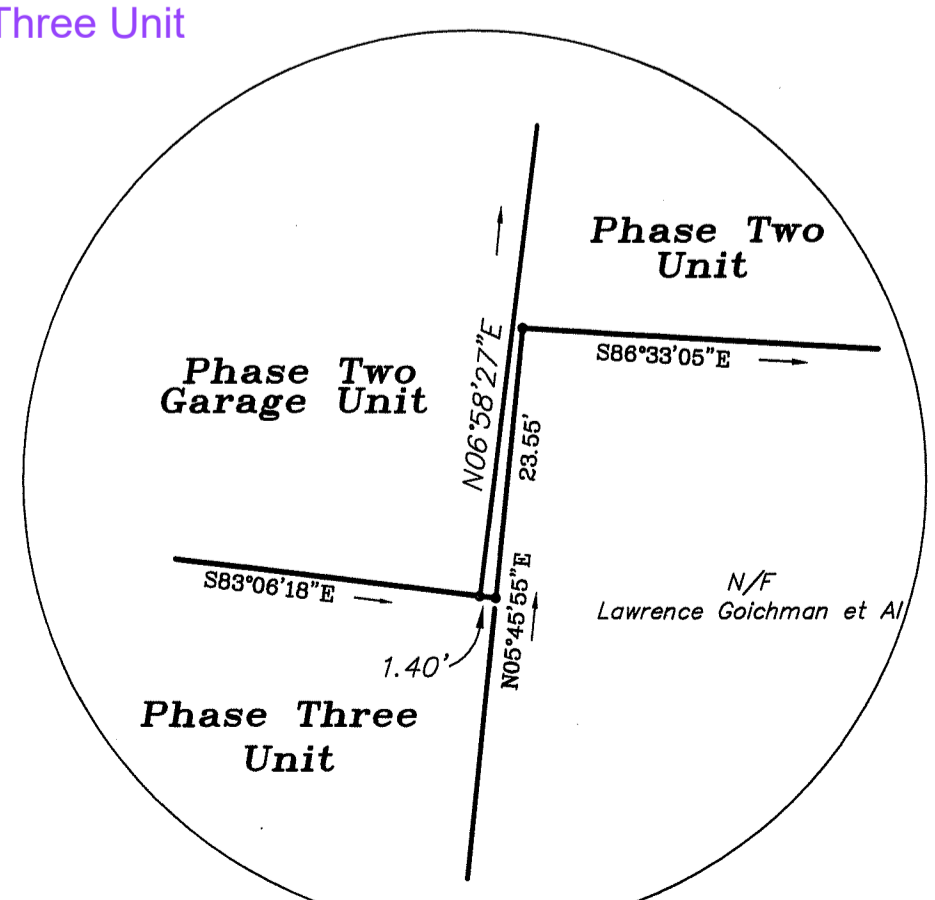
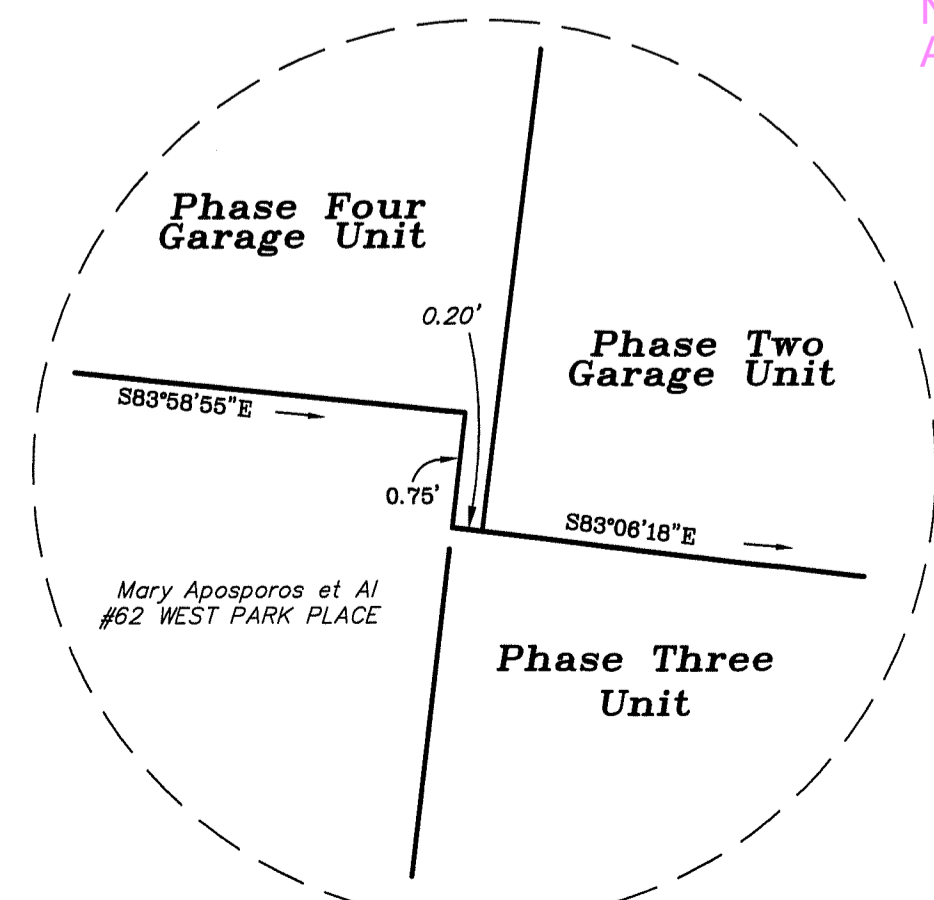
Redniss & Mead
ENGINEERS · SURVEYORS · PLANNERS · WWW.REDNISSMEAD.COM
ESTABLISHED 1967 22 FIRST STREET · STAMFORD, CONNECTICUT 06905 · 203-327-0500



Levels 3 & 4
Level 3: UHB= Elev. 56.75
Level 3: LHB = Elev. 45.75
Level 4: UHB = Elev. 67.75
Level 4: LHB = Elev. 56.75



Levels 5 & 6
Level 5: UHB= Elev. 78.75
Level 5: LHB = Elev. 67.75
Level 6: UHB = the heavens
Level 6: LHB = Elev. 78.75



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



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

This ACCESS EASEMENT AGREEMENT ("**Agreement**") made as of 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.

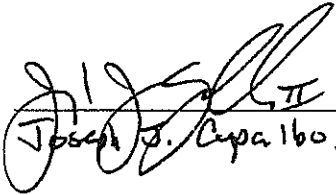
[SIGNATURE PAGES ON THE FOLLOWING PAGE]

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

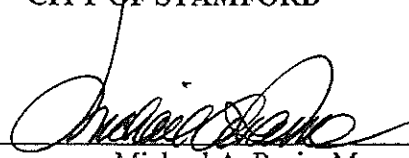
Signed, Sealed and Delivered
In the presence of:

GRANTOR:

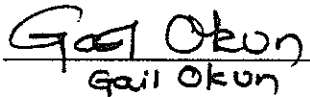
CITY OF STAMFORD



Joseph J. Cupalbo II

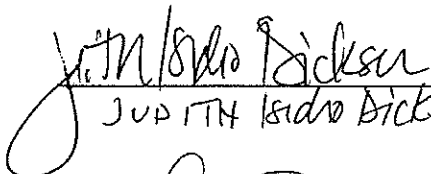
By: 

Michael A. Pavia, Mayor

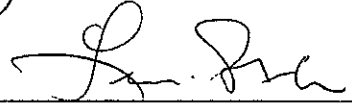


Gail Okun

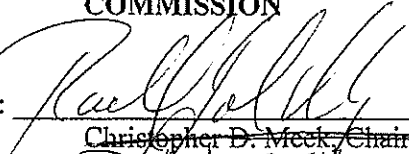
**CITY OF STAMFORD,
CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION**



JUDITH Isidro Dickson



Leslie Stroh

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:

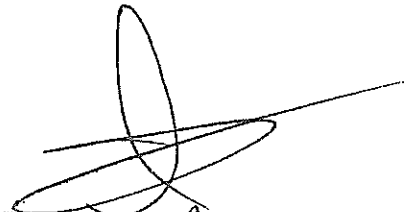
CITY OF STAMFORD

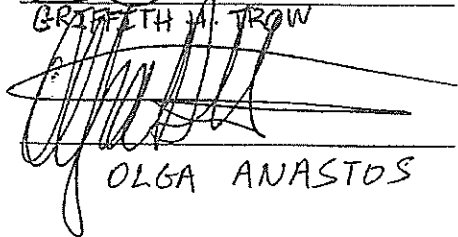
By: _____
Michael A. Pavia, Mayor

CITY OF STAMFORD,
CONNECTICUT
URBAN REDEVELOPMENT
COMMISSION


By: _____
Christopher D. Meek, Chairman

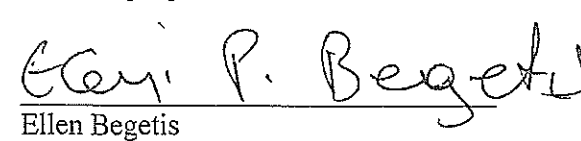
GRANTEE:



GRIFFITH J. TROW


OLGA ANASTOS



Maria Aposporos


Ellen Begetis

STATE OF CONNECTICUT}

} ss:

Date:

5/3/13

COUNTY OF FAIRFIELD}

Rachel Goldberg, Interim Counsel Director and General Counsel

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

Court or

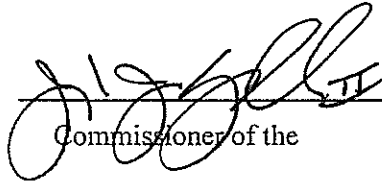
STATE OF CONNECTICUT}

} 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

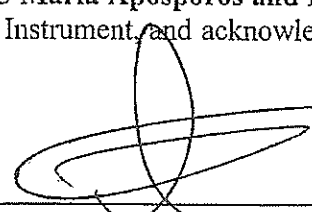
STATE OF CONNECTICUT}

} 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]

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.

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.

Engineering Bureau's list of Stamford Roads. (210-43)

Street, Commercial

A *Commercial Street* is a *Street* in the V-C and R-HD districts where special use and bulk regulations apply, as defined in the respective District Regulations.

For the purposes of these Regulations, the following *Streets* shall be considered *Commercial Streets*:

- Atlantic Street
- Bedford Street between Broad Street and North Street (223-06)
- Crescent Street
- Dock Street between Atlantic Street and Canal Street
- Glenbrook Road
- Hope Street
- John Street between Dock Street and Towne Street
- Stillwater Avenue

“On a *Commercial Street*” or “along a *Commercial Street*” (or similar phrase) shall mean within 125 feet of said *Street*, measured perpendicularly from the *Street Line* fronting on said *Commercial Streets*. (219-26, 223-06)

Street Line (219-26)

The *Street Line* is the property line facing on a public or private *Street* or right-of-way.

Street Wall (219-26)

The *Street Wall* is the wall of a Building facing on a public or private *Street* or right-of-way.

Street Wall setback (219-26)

The *Street Wall setback* is the horizontal distance from the *Street Wall* of a Building Base to the building parts above the Base Height, measured from the *Street Line*.

Structure (219-26)

Anything constructed or erected which requires location on the ground or attachment to something having a location on the ground. Except as otherwise indicated, *Structure*, as used in these Regulations, shall be deemed to include (but not limited to) Buildings, swimming pools, open entries, *Signs*, and fences or walls more than three (3) feet in height other than retaining walls.

FOOTNOTES TO APPENDIX B

Structures not exceeding 40% of the area of the roof on which they are located and not exceeding twenty-five feet (25') in height and containing no more than two (2) stories above said roof, may be constructed upon buildings, subject to the use limitation prescribed in Section 8 of these Regulations. Provided further that no such roof or other structure shall exceed 4,800 square feet in area and no part of such structure shall be used for other than building equipment, cooling towers, building management, maintenance or storage purposes. (74-007)

12 210 feet above Mean Low Water as established by the United States Coastal and Geodetic Survey (USCGS) but in no event shall a hotel be more than twenty-one (21) stories in height and all other uses shall be no more than fifteen (15) stories. Furthermore, the *Gross Floor Area* of any Building or groups of buildings, excluding a hotel, on any parcel of land shall not exceed 2.5 times the area of the parcel. No *Structure*, except for a hotel, shall occupy more than 50% of the site. Any *Structure* or portion of a *Structure* devoted primarily to the parking of motor vehicles shall be excluded from such computations provided the upper exposed deck of such parking *Structures* shall not be utilized for the parking of vehicles and shall be properly landscaped or fitted out for recreational facilities. (74-007)

13 Standard Floor/Area maximum ratios as set forth below except that on any parcel containing at least 30,000 square feet in area (7.5 times the minimum allowable lot) or on any parcel located on a "Ground Floor Retail Street" as defined herein, and which is to be developed in accordance with premiums permitted by these regulations, *Buildings* shall not exceed the "premium floor/area ratio maximum" and "maximum premium height" shown below for the appropriate district. All other restrictions of the appropriate district pertaining to front yards, side yards, rear yards and uses must be complied with. (204-16, 220-13)

District	Standard FAR Maximum*	Premium FAR Maximum	Maximum Premium Height (Feet)	Maximum Premium Stories
C-N	0.3	N.A.	N.A.	N.A.
C-B	0.5	N.A.	N.A.	N.A.
C-L	1.0	1.2	55***	5***
C-G	1.8	2.2	150	N.A.
CC	2.0	2.5	350**	N.A.
C-I	1.2	N.A.	N.A.	N.A.

* For lots less than 30,000 square feet or where no premiums are granted.
 ** 400 feet, see Section 7.S.9. (206-42)
 *** 75' Maximum Premium Height / 7 Maximum Premium Stories for C-L Properties within the Downtown Boundary. (206-04)

Specifically excluded from these regulations are Southeast Quadrant Urban Renewal Project Re-Use Parcels, now or formerly numbered 3-D, 3-E, 3-F, 3-G, 12, 13, 29, 30, 31 and 32 which constitute construction projects approved by the Urban Redevelopment Commission. (78-002; 80-025; 80-026; 83-003)

For any project within the CC or C-G District, directly fronting on a "Ground Floor Retail Street" as defined herein, and utilizing premium floor area or premium height pursuant to this footnote, the Ground Floor Retail amenity must be provided. For such projects, retail floor area not to exceed 1.0 FAR may be exempt from the maximum FAR calculation. Ground Floor Retail Streets: Atlantic Street - from Tresser Boulevard north to Broad Street, Bedford Street - from Broad Street north to the CBD Boundary, Broad Street - from Washington Boulevard to Greyrock Place, Main Street - from Washington

FOOTNOTES TO APPENDIX B

Boulevard to Veterans Park, West Park Place - from Washington Boulevard to Main Street, Bank Street - from Main Street to Atlantic Street, Summer Street - from Main Street north to the CBD Boundary.

The determination as to qualification for premiums shall be made by the Zoning Board, by issuance of a *Special Permit* in accordance with the standards of Section 19, upon report of the Land Use Bureau Chief and *Zoning Enforcement Officer*, and based on the principles set forth in the Master Plan. All such buildings are required to provide Pedestrian Oriented Frontage, which is defined as uses of buildings and/or major design features that encourage pedestrian interaction at the street level. These include but are not limited to: retail shops, service businesses; establishments dealing directly with the general public; visually interesting features such as public art; display cases; awnings; signage at eye level; accessible plazas; or similar landscaped open spaces for public use and congregation. To the maximum extent practicable, all frontages on public and private streets and pedestrian ways shall be supported with contiguous pedestrian-oriented amenities that appropriately fit into the context of the existing streetscape. For any project within the CC District adjacent to the Mill River, and utilizing *Premium Floor Area* and/or premium heights pursuant to this footnote, the Greenbelt Amenity must be provided. For such projects, extra floor area not to exceed 1.0 FAR may be exempt from the maximum FAR calculation, provided the maximum FAR for the contiguous parcel remaining after any donation of land shall not exceed 3.5 FAR and the parking ratio shall not exceed 2.75 parking spaces per one thousand (1000) square feet of commercial office space. (97-002, 97-027, 99-011; 206-35, 220-13)

14 Deleted (217-12)

15 In any *Building* containing more than 3000 square feet of *Gross Floor Area* general office use shall be limited to stories above the ground floor level. (83-003)

15.1 In no case shall density exceed the maximum permitted square feet per family density of Appendix B of the most restrictive abutting residential zone. For purposes of this provision in the R-6 District, maximum permitted square feet per family density shall be considered to be 3,000 sq.ft. per unit, with building height limited to two (2) stories and not to exceed thirty (30) feet. (83-003, 86-050)

16 In the R-MF and R-H Districts, parking *Structures* not exceeding ten (10) feet above average grade shall be excluded from the computation of building area, provided such *Structures* are: (a) covered with a fully landscaped roof serving the residents of the development and/or general public as usable open space and are not visible at ground level from the perimeter of the site except for necessary means of ingress and egress; or (b) if in the R-H District and in an area of Special Flood Hazard, and a *Special Permit* has been issued by the Zoning Board for Neighborhood Commercial and/or Professional Office uses pursuant to Article III, Section 9.K.4.c, and the top of the parking structure is dedicated for parking for such non-residential uses, and such parking is not visible at ground level from the perimeter of the site except for necessary means of ingress and egress. (205-22)

17 Except that an Apartment Building for the Elderly - Nonprofit, as defined in Section 5, may be erected in the RM-1 District at a density of 2,500 square feet per family, only on lots 30,000 square feet and over, and may also be created through the rehabilitation of an existing structure on lots with a minimum area of not less than one acre (43,560 square feet) at a density as approved by the Zoning Board not to exceed the maximum permitted in the Master Plan, pursuant to Article III, Section 7.2 of these Regulations. In the case of rehabilitated *Structures*, no increased density shall be granted nor site plan approved until the Zoning Board has made a special finding that the site plan is compatible with and implements the objectives and policies of Stamford's Master Plan, that the existing *Building* will not be expanded beyond the limits of the existing foundation, and that the preservation is in the public interest and will not impair future development of the surrounding area. (89-023)

18 In the RM-1 District the maximum building area percentage may be increased to 27 percent if a one-car enclosed garage is provided for each unit or increased to 32 percent if a two-car enclosed garage is provided for each unit. These percentages of coverage apply to both an interior and a corner lot.