

April 12, 2023

VIA ELECTRONIC DELIVERY – Vmathur@StamfordCT.gov

Ms. Vineeta Mathur
Principal Planner - City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06901

**RE: ZB Applications 222-23 & 222-24
68 Seaview, Stamford, CT (Parcel ID 003-1647) (the “Property”)
Seaview House LLC (the “Applicant”)
Explanation for Submittal of Report prepared by GZA GeoEnvironmental,
Inc.**

Dear Ms. Mathur:

As you are aware, our firm represents the Applicant with regards to the pending applications before the Zoning Board of the City of Stamford (the “Zoning Board”). On March 17, 2023, the Applicant submitted a large package of supplemental application materials that described the most recent development plan for the Property. One of the materials within that package was a report prepared by GZA GeoEnvironmental, Inc., dated November 29, 2022, and entitled, “Proposed Improvements on Neighboring Bulkhead, Delamar Residences, Stamford, Connecticut” (the “Report”).¹ Since the Report’s submittal, the Applicant has presented at the Zoning Board’s public hearing on March 27, 2023, and to the Application Review Committee of the Harbor Management Commission on April 4, 2023.

During both meetings, Attorney Timothy Herbst, who is representing the Applicant’s neighbors Marina Bay Association (“MBA”), stated his client is concerned that the proposed development will impact the bulkhead on its property, and the Applicant’s bulkhead may impact the integrity of MBA’s bulkhead. MBA had conveyed Attorney Herbst’s first point to the Applicant when discussions about the proposed development began at the end of 2022. MBA was concerned that the installation of the proposed pool and retaining wall would damage the integrity of MBA’s bulkhead. In response to MBA’s concern, the Applicant commissioned the Report. In short, the Report states that the proposed pool and retaining wall will not change the loading conditions to MBA’s bulkhead and thus not have any adverse impact on the MBA bulkhead.

Attorney Herbst is now asking the City to have the Applicant commission a report to study the structural integrity of the Applicant’s portion of the bulkhead to confirm it will not negatively impact MBA’s bulkhead. This study is not necessary because we have been advised by our engineers that the bulkhead on MBA’s property and the bulkheads on the Applicant’s property are

¹ A copy of the Report is enclosed herein.
{S7496238}

structurally independent. The Applicant's development team has conducted extensive research into the structure and ownership of the various bulkheads on and around the Property. This analysis appears to show that the Applicant's bulkhead is not structurally connected to MBA's bulkhead and therefore, cannot impact the structural integrity of MBA's bulkhead. Put another way, it appears that there are three individual "bulkhead structures" that make up the collective "bulkhead." Each of these bulkhead structures is individually anchored. As shown on the aerial image of MBA and the Property,² the individually anchored bulkhead structures are evident and visible as the gap where there are no walers between Bulkhead Structures #1 and #2, and the height differences at the turn between Bulkhead Structures #2 and #3. Any structural deficiency in one of the bulkhead structures will not impact the structural integrity of the remaining bulkhead structures. Therefore, there is no need for the study requested by MBA.

It is of note that it appears that the three bulkhead structures were installed around the same time. Our team analyzed DEEP permits and documents recorded on the Stamford Land Records that indicate the metallic bulkhead structures were installed in 1995. Of particular interest is an Easement Agreement (SLR Vol. 4581, Page 39) entered into between the then-owners of the Property, Allstate Life Insurance Company ("Allstate"), and MBA. The Easement Agreement allowed for tiebacks and walers for the new Bulkhead Structure #2 to extend from portions of the new bulkhead structure on the Applicant's property onto MBA's property at the subsurface level.³ In exchange, Allstate paid MBA \$60,000.00, and each party explicitly agreed to be responsible for the future maintenance of the bulkhead on its property (Condition 17). This Easement Agreement still governs today.

Please let me know if any members of the Zoning Board or Harbor Management Commission require information about any of other the Supplemental Application materials ahead of our hearings on April 18 and April 24, 2023. As always, thank you for your time and attention regarding this matter.

Sincerely,



William J. Hennessey, Jr.

Enclosures.

cc: Stamford Harbor Management Commission
Mr. Ralph Blessing
Seaview House LLC
Tim Herbst, Esq

² Attached as Schedule B.

³ The Easement Agreement is attached as Schedule C.

Schedule A



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www.gza.com



MEMORANDUM

To: Mr. Mike Roberts (Clearview Investments)
From: James F. Davis, P.E., Lawrence F. Johnsen, P.E. (GZA)
Date: November 29, 2022
File No.: 05.0047073.00
Re: Proposed Improvements on Neighboring Bulkhead
Delamar Residences
Stamford, Connecticut

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this Memorandum regarding the impact of the proposed improvements to the neighboring bulkhead at the Delamar Residences located at 68-70 Seaview Avenue in Stamford, Connecticut (Site). This Memorandum is subject to the Limitations included as **Appendix A**.

The Site is currently developed with an approximate 40,000-square foot, up to 6-story building that is bound by Wescott Cove to the north and east, and by Marina Bay Condominiums to the west and south. A bulkhead is located along the eastern edge of the parcel along Wescott Cove. At the southern corner of the lot, there is an approximate 3,600-square foot grassed area that is planned to be redeveloped. The redevelopment will include an approximate 225-foot long retaining wall between 2.1 and 6.3 feet tall, raising grades to El. 14 to 14.5 feet (2.3 to 4.5 feet of grade raise), construction of an 875-square-foot pool and construction a stormwater retention system. The proposed improvements are shown on the attached **Site Grading and Layout Plan**.

The existing bulkhead is constructed of steel sheeting with tiebacks. The length and size of the sheeting and tiebacks are unknown. Calculations were not made available and are not known to exist for the bulkhead. We understand Marina Bay Condominiums have requested an engineering evaluation of the impact of the proposed improvements to their bulkhead. GZA's analysis and conclusions are provided below.

BULKHEAD EVALUATION

The Marina Bay Condominium bulkhead at the southern property line is located about 33 feet from the proposed retaining wall. GZA used the computer program Shoring Suite to model the existing conditions at the neighboring bulkhead. The existing conditions were estimated based on field measurements (depth of mudline and tieback location below top of sheeting) and a test boring completed on November 22, 2022. The existing conditions model is provided in **Appendix B**.

GZA added the proposed retaining wall and backfill to the existing conditions, which is provided in **Appendix C**. The new retaining wall was assumed to be a modular block wall, such as Versa-Lok, which has a unit weight of about 115 pcf when filled with aggregate. The two feet of new fill behind the wall was assumed to have a unit weight of 120 pcf. For simplicity, the modular block wall and the new fill were modeled concurrently as a 2-foot grade raise because of their similar unit weights.

GZA was unable to evaluate the effect of the proposed conditions on the factor of safety of the existing bulkhead because the bulkhead conditions are unknown (sheeting depth and tieback information). Therefore, GZA compared the existing and proposed loading conditions



on the bulkhead to evaluate if there will be a change in bulkhead loading. A summary of the two models are tabulated below.

Depth Below Sheeting (z)	Lateral Pressure Existing Conditions	Lateral Pressure Proposed Conditions
0 feet	0 psf	0 psf
5.4 feet	180 psf	180 psf
10.8 feet	270 psf	270 psf
13.3 feet	300 psf	300 psf
26.6 feet	560 psf	560 psf

CONCLUSION

GZA's model shows the proposed grade raise and retaining wall will not change the loading conditions to the existing Marina Bay bulkhead, which is located about 33 feet from the proposed improvements.

CLOSING

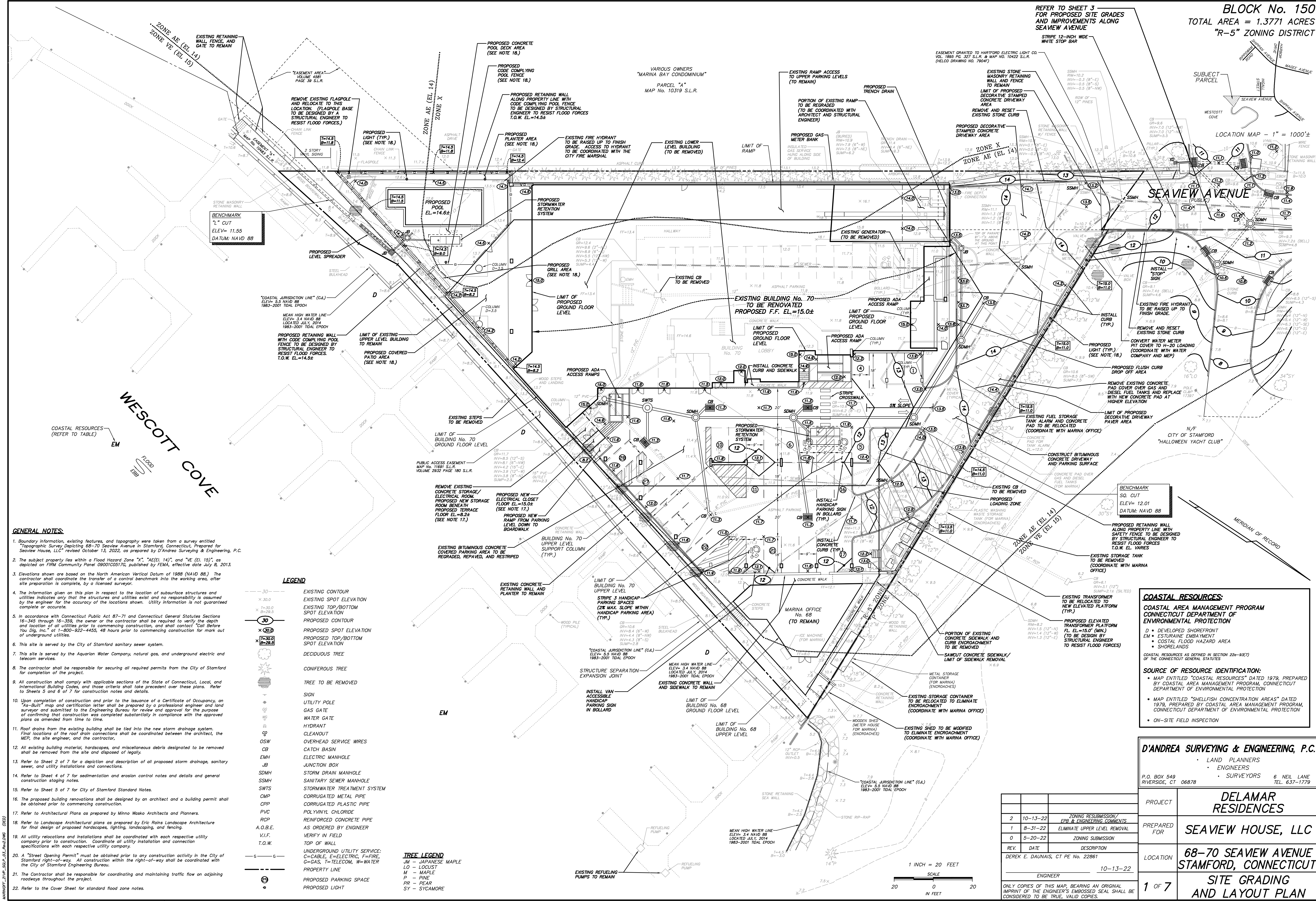
We trust this provides the information you require at this time. We appreciate the opportunity to provide support on this project. Please call Jim Davis (860) 462-3016 or Larry Johnsen (203) 258-0058 for additional information or with any questions.

- Attachments:
- Site Grading and Layout Plan
 - Appendix A – Limitations
 - Appendix B – Existing Conditions Shoring Suite Analysis
 - Appendix C – Proposed Conditions Shoring Suite Analysis



SITE GRADING AND LAYOUT PLAN

REFER TO SHEET 3
 FOR PROPOSED SITE GRADES
 AND IMPROVEMENTS ALONG
 SEAVIEW AVENUE



LOCATION MAP - 1" = 1000'±

SEAVIEW AVENUE

WESCOTT COVE

N/F CITY OF STAMFORD
 "HALLOWEEN YACHT CLUB"

- GENERAL NOTES:**
- Boundary information, existing features, and topography were taken from a survey entitled "Topographic Survey Depicting 68-70 Seaview Avenue in Stamford, Connecticut, Prepared for Seaview House, LLC" revised October 13, 2022, as prepared by D'Andrea Surveying & Engineering, P.C. as depicted on FIRM Community Panel 09001C057G, published by FEMA, effective date July 8, 2013.
 - The subject property lies within a Flood Hazard Zone "X", "AE(EL 14)", and "VE (EL 15)", as depicted on FIRM Community Panel 09001C057G, published by FEMA, effective date July 8, 2013.
 - Elevations shown are based on the North American Vertical Datum of 1988 (NAVD 88). The contractor shall coordinate the transfer of a control benchmark into the working area, after site preparation is complete, by a licensed surveyor.
 - The information given on this plan in respect to the location of subsurface structures and utilities indicates only that the structures and utilities exist and no responsibility is assumed by the engineer for the accuracy of the locations shown. Utility information is not guaranteed complete or accurate.
 - In accordance with Connecticut Public Act 87-71 and Connecticut General Statutes Sections 16-342 through 16-352, the owner or the contractor shall be required to verify the depth and location of all utilities prior to commencing construction, and shall contact "Call Before You Dig, Inc." at 1-800-922-4455, 48 hours prior to commencing construction for mark out of underground utilities.
 - This site is served by the City of Stamford sanitary sewer system.
 - This site is served by the Aquarion Water Company, natural gas, and underground electric and telecom services.
 - The contractor shall be responsible for securing all required permits from the City of Stamford for completion of the project.
 - All construction shall comply with applicable sections of the State of Connecticut, Local, and International Building Codes, and those criteria shall take precedence over these plans. Refer to Sheets 5 and 6 of 7 for construction notes and details.
 - Upon completion of construction and prior to the issuance of a Certificate of Occupancy, an As-Built map and certification letter shall be prepared by a professional engineer and land surveyor and submitted to the Engineering Bureau for review and approval for the purpose of confirming that construction was completed substantially in compliance with the approved plans as amended from time to time.
 - Roof drains from the existing building shall be tied into the new storm drainage system. Final locations of the roof drain connections shall be coordinated between the architect, the MEP, the site engineer, and the contractor.
 - All existing building material, hardscapes, and miscellaneous debris designated to be removed shall be removed from the site and disposed of legally.
 - Refer to Sheet 2 of 7 for a depiction and description of all proposed storm drainage, sanitary sewer, and utility installations and connections.
 - Refer to Sheet 5 of 7 for City of Stamford Standard Notes.
 - The proposed building renovations shall be designed by an architect and a building permit shall be obtained prior to commencing construction.
 - Refer to Architectural Plans as prepared by Minno Wasko Architects and Planners.
 - Refer to Landscape Architectural plans as prepared by Eric Rains Landscape Architecture for final design of proposed hardscapes, lighting, landscaping, and fencing.
 - All utility relocations and installations shall be coordinated with each respective utility company prior to construction. Coordinate all utility installation and connection specifications with each respective utility company.
 - A "Street Opening Permit" must be obtained prior to any construction activity in the City of Stamford right-of-way. All construction within the right-of-way shall be coordinated with the City of Stamford Engineering Bureau.
 - The Contractor shall be responsible for coordinating and maintaining traffic flow on adjoining roadways throughout the project.
 - Refer to the Cover Sheet for standard flood zone notes.

- LEGEND**
- 30 --- EXISTING CONTOUR
 - 30.0 x EXISTING SPOT ELEVATION
 - 30.0 x EXISTING TOP/BOTTOM SPOT ELEVATION
 - 30 --- PROPOSED CONTOUR
 - 30.0 x PROPOSED SPOT ELEVATION
 - 30.0 x PROPOSED TOP/BOTTOM SPOT ELEVATION
 - 30 --- DECIDUOUS TREE
 - 30 --- CONIFEROUS TREE
 - 30 --- TREE TO BE REMOVED
 - 30 --- SIGN
 - 30 --- UTILITY POLE
 - 30 --- GAS GATE
 - 30 --- WATER GATE
 - 30 --- HYDRANT
 - 30 --- CLEANOUT
 - 30 --- OVERHEAD SERVICE WIRES
 - 30 --- CATCH BASIN
 - 30 --- ELECTRIC MANHOLE
 - 30 --- JUNCTION BOX
 - 30 --- STORM DRAIN MANHOLE
 - 30 --- SANITARY SEWER MANHOLE
 - 30 --- STORMWATER TREATMENT SYSTEM
 - 30 --- CORRUGATED METAL PIPE
 - 30 --- CORRUGATED PLASTIC PIPE
 - 30 --- POLYVINYL CHLORIDE
 - 30 --- REINFORCED CONCRETE PIPE
 - 30 --- AS ORDERED BY ENGINEER
 - 30 --- VERIFY IN FIELD
 - 30 --- TOP OF WALL
 - 30 --- UNDERGROUND UTILITY SERVICE:
 C=CABLE, E=ELECTRIC, F=FIRE,
 L=LOUISIT, M=MAPLE,
 P=PINE,
 PR=PEAR,
 SY=SYCAMORE
 - 30 --- PROPOSED PARKING SPACE
 - 30 --- PROPOSED LIGHT

- TREE LEGEND**
- JM - JAPANESE MAPLE
 - LO - LOUISIT
 - M - MAPLE
 - P - PINE
 - PR - PEAR
 - SY - SYCAMORE

COASTAL RESOURCES:

COASTAL AREA MANAGEMENT PROGRAM
 CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION

D = DEVELOPED SHOREFRONT
 EM = ESTUARINE EMBAYMENT
 C = COASTAL FLOOD HAZARD AREA
 S = SHORELANDS

COASTAL RESOURCES AS DEFINED IN SECTION 22b-93(7) OF THE CONNECTICUT GENERAL STATUTES

SOURCE OF RESOURCE IDENTIFICATION:

- MAP ENTITLED "COASTAL RESOURCES" DATED 1979, PREPARED BY COASTAL AREA MANAGEMENT PROGRAM, CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION
- MAP ENTITLED "SHELLFISH CONCENTRATION AREAS" DATED 1979, PREPARED BY COASTAL AREA MANAGEMENT PROGRAM, CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION
- ON-SITE FIELD INSPECTION

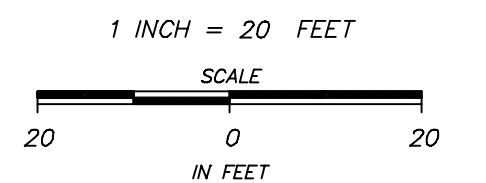
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 LAND PLANNERS
 ENGINEERS
 SURVEYORS

P.O. BOX 549
 RIVERSIDE, CT 06878

6 NEIL LANE
 TEL. 637-1779

REV.	DATE	DESCRIPTION
2	10-13-22	ZONING RESUBMISSION/ EPR & ENGINEERING COMMENTS
1	8-31-22	ELIMINATE UPPER LEVEL REMOVAL
0	5-20-22	ZONING SUBMISSION
REV.	DATE	DESCRIPTION
	DEREK E. DAUNAIS, CT PE No. 22861	
	ENGINEER	10-13-22

PROJECT	DELAMAR RESIDENCES
PREPARED FOR	SEAVIEW HOUSE, LLC
LOCATION	68-70 SEAVIEW AVENUE STAMFORD, CONNECTICUT
1 OF 7	SITE GRADING AND LAYOUT PLAN



ONLY COPIES OF THIS MAP, BEARING AN ORIGINAL IMPRINT OF THE ENGINEER'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE, VALID COPIES.



**APPENDIX A
LIMITATIONS**



USE OF REPORT

1. GZA GeoEnvironmental, Inc. (GZA) prepared this report on behalf of, and for the exclusive use of our Client for the stated purpose(s) and location(s) identified in the Proposal for Services and/or Report. Use of this report, in whole or in part, at other locations, or for other purposes, may lead to inappropriate conclusions; and we do not accept any responsibility for the consequences of such use(s). Further, reliance by any party not expressly identified in the contract documents, for any use, without our prior written permission, shall be at that party's sole risk, and without any liability to GZA.

STANDARD OF CARE

2. GZA's findings and conclusions are based on the work conducted as part of the Scope of Services set forth in Proposal for Services and/or Report, and reflect our professional judgment. These findings and conclusions must be considered not as scientific or engineering certainties, but rather as our professional opinions concerning the limited data gathered during the course of our work. If conditions other than those described in this report are found at the subject location(s), or the design has been altered in any way, GZA shall be so notified and afforded the opportunity to revise the report, as appropriate, to reflect the unanticipated changed conditions .
3. GZA's services were performed using the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services, at the same time, under similar conditions, at the same or a similar property. No warranty, express or implied, is made.
4. In conducting our work, GZA relied upon certain information made available by public agencies, Client and/or others. GZA did not attempt to independently verify the accuracy or completeness of that information. Inconsistencies in this information which we have noted, if any, are discussed in the Report.

SUBSURFACE CONDITIONS

5. The generalized soil profile(s) provided in our Report are based on widely-spaced subsurface explorations and are intended only to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized, and were based on our assessment of subsurface conditions. The composition of strata, and the transitions between strata, may be more variable and more complex than indicated. For more specific information on soil conditions at a specific location refer to the exploration logs. The nature and extent of variations between these explorations may not become evident until further exploration or construction. If variations or other latent conditions then become evident, it will be necessary to reevaluate the conclusions and recommendations of this report.
6. In preparing this report, GZA relied on certain information provided by the Client, state and local officials, and other parties referenced therein which were made available to GZA at the time of our evaluation. GZA did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this evaluation.
7. Water level readings have been made in test holes (as described in this Report) and monitoring wells at the specified times and under the stated conditions. These data have been reviewed and interpretations have been made in this Report. Fluctuations in the level of the groundwater however occur due to temporal or spatial variations in areal recharge rates, soil heterogeneities, the presence of subsurface utilities, and/or natural or artificially induced perturbations. The water table encountered in the course of the work may differ from that indicated in the Report.
8. GZA's services did not include an assessment of the presence of oil or hazardous materials at the property. Consequently, we did not consider the potential impacts (if any) that contaminants in soil or groundwater may have on construction activities, or the use of structures on the property.



9. Recommendations for foundation drainage, waterproofing, and moisture control address the conventional geotechnical engineering aspects of seepage control. These recommendations may not preclude an environment that allows the infestation of mold or other biological pollutants.

COMPLIANCE WITH CODES AND REGULATIONS

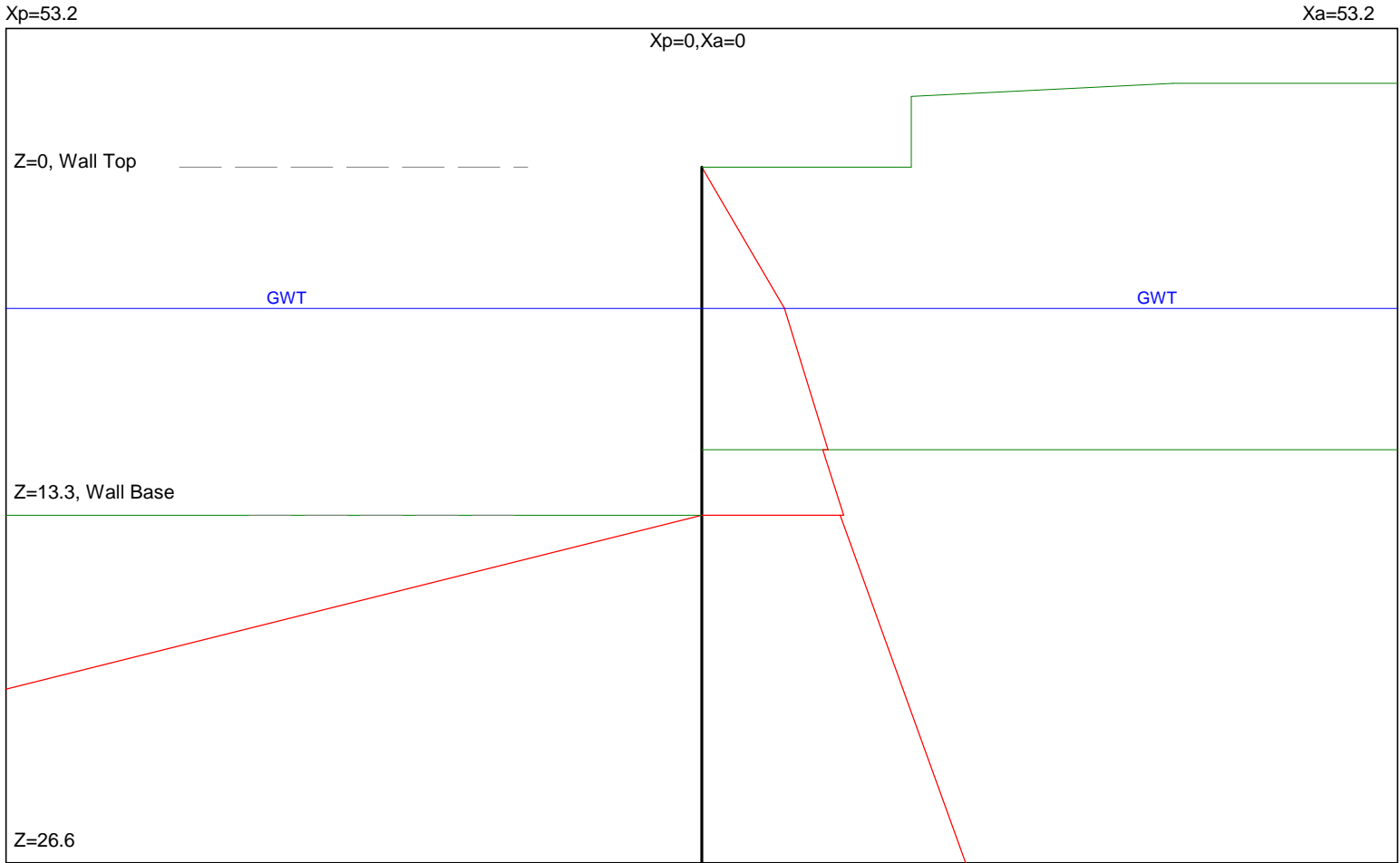
10. We used reasonable care in identifying and interpreting applicable codes and regulations. These codes and regulations are subject to various, and possibly contradictory, interpretations. Compliance with codes and regulations by other parties is beyond our control.



**APPENDIX B
EXISTING CONDITIONS SHORING SUITE ANALYSIS**

Delamar Residences, Stamford, CT

Existing Conditions



<EarthPres> CIVILTECH SOFTWARE www.civiltech.com * Licensed to 4324324234 3424343

UNITS: DEPTH/DISTANCE: ft, UNIT WEIGHT: pcf, FORCE: kip/ft, PRESSURE: ksf, SLOPE: kcf

Date: 11/29/2022

File: C:\Users\jon.jagello\Desktop\Delamar Residences - J Davis\Existing Conditions.ep8

* INPUT DATA *

Wall Height=13.3 Total Soil Types= 2

Soil No.	Weight	Saturate	Phi	Cohesion	Nspt	Type	Description
1	110.0	120.0	33.00	0.0	0	4	Sand
2	115.0	125.0	34.00	0.0	0	4	Sand

Ground Surface at Active Side:

Line	Z1	Xa1	Z2	Xa2	Soil No.	Description
1	0.0	0.0	0.0	16.0	1	Sand
2	0.0	16.0	-2.7	16.0	1	Sand
3	-2.7	16.0	-3.2	36.0	1	Sand
4	-3.2	36.0	-3.2	800.0	1	Sand
5	10.8	0.0	10.8	800.0	2	Sand

Water Table at Active Side:

Point	Z-water	X-water
1	5.4	0.0
2	5.4	800.0

Ground Surface at Passive Side:

Line	Z1	Xp1	Z2	Xp2	Soil No.	Description
1	13.3	0.0	13.3	800.0	2	Sand

Water Table at Passive Side:

Point	Z-water	X-water
1	5.4	0.0
2	5.4	800.0

Wall Friction Options: 1.* No wall friction

Wall Batter Angle = 0

Apparent Pressure Conversion: 1.* Default (Terzaghi and Peck)*

Water Density = 62.4

Water Pressure: 2. Seepage at wall tip

* OUTPUT RESULTS *

Total Force above Base= 2.36 per one linear foot (or meter) width along wall height

Total Static Force above Base= 2.36

Driving Pressure above Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pa1	Z2	Pa2	Slope	Coef.
0.00	0.00	5.40	0.18	0.0324	0.2947
5.40	0.18	10.80	0.27	0.0170	0.2947
10.80	0.26	13.30	0.30	0.0177	0.2827

Driving Pressure below Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pa1	Z2	Pa2	Slope	Ka or Ko
13.30	0.29	26.60	0.56	0.0200	0.3197

Passive Pressure below Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pp1	Z2	Pp2	Slope	Kp
13.30	0.00	26.60	2.94	0.221	3.5371

UNITS: DEPTH/DISTANCE: ft, UNIT WEIGHT: pcf, FORCE: kip/ft, PRESSURE: ksf, SLOPE: kcf

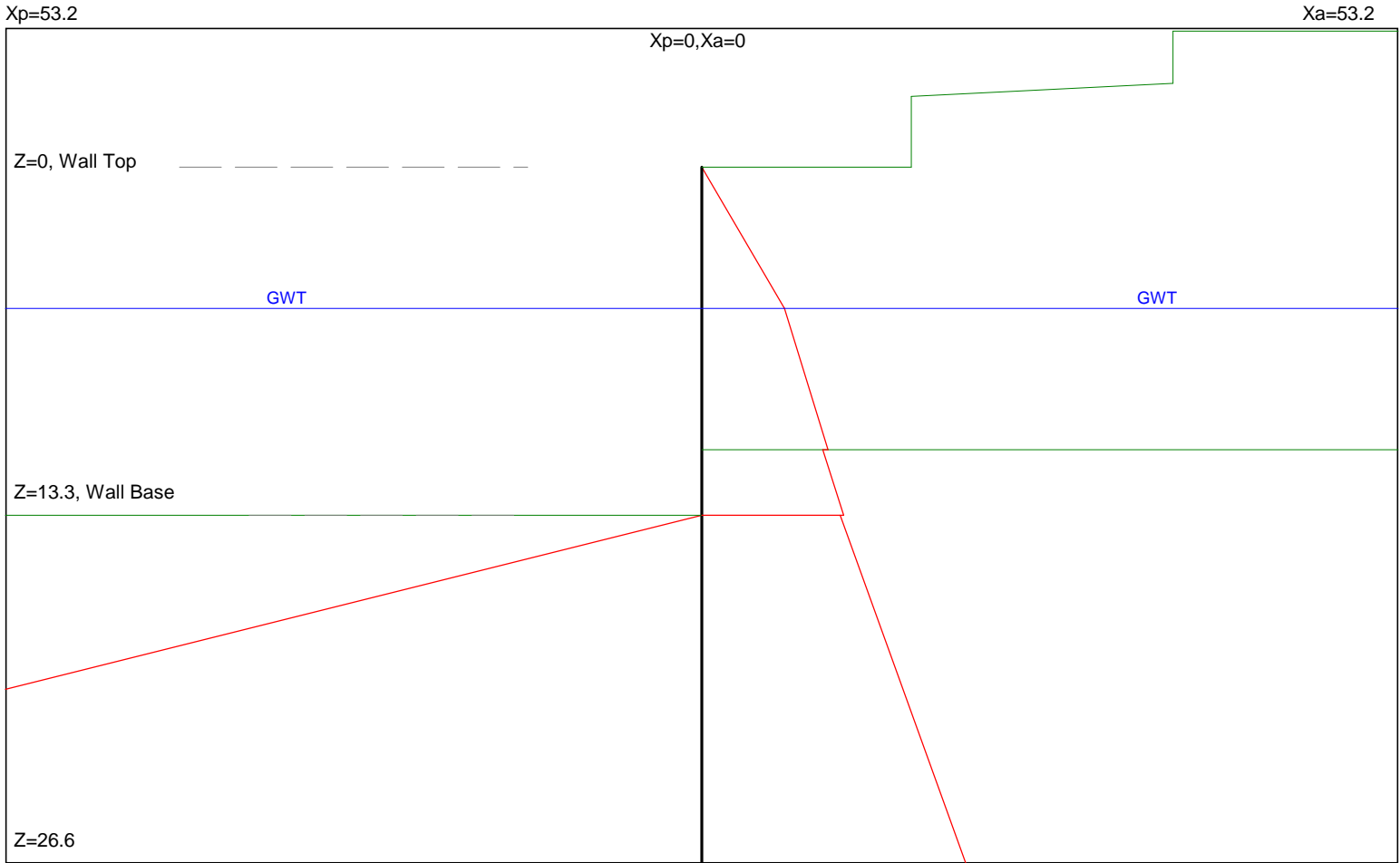
Date: 11/29/2022 File Name: C:\Users\jon.jagello\Desktop\Delamar Residences - J Davis\Existing Conditions.ep8



APPENDIX C
PROPOSED CONDITIONS SHORING SUITE ANALYSIS W/ RETAINING WALL

Delamar Residences, Stamford, CT

Proposed Fill



<EarthPres> CIVILTECH SOFTWARE www.civiltech.com * Licensed to 4324324234 3424343
 UNITS: DEPTH/DISTANCE: ft, UNIT WEIGHT: pcf, FORCE: kip/ft, PRESSURE: ksf, SLOPE: kcf
 Date: 11/29/2022 File: C:\Users\jon.jagello\Desktop\Delamar Residences - J Davis\Proposed Fill.ep8

* INPUT DATA *

Wall Height=13.3 Total Soil Types= 2

Soil No.	Weight	Saturate	Phi	Cohesion	Nspt	Type	Description
1	110.0	120.0	33.00	0.0	0	4	Sand
2	115.0	125.0	34.00	0.0	0	4	Sand

Ground Surface at Active Side:

Line	Z1	Xa1	Z2	Xa2	Soil No.	Description
1	0.0	0.0	0.0	16.0	1	Sand
2	0.0	16.0	-2.7	16.0	1	Sand
3	-2.7	16.0	-3.2	36.0	1	Sand
4	-3.2	36.0	-5.2	36.0	1	Sand
5	-5.2	36.0	-5.2	800.0	1	Sand
6	10.8	0.0	10.8	800.0	2	Sand

Water Table at Active Side:

Point	Z-water	X-water
1	5.4	0.0
2	5.4	800.0

Ground Surface at Passive Side:

Line	Z1	Xp1	Z2	Xp2	Soil No.	Description
1	13.3	0.0	13.3	800.0	2	Sand

Water Table at Passive Side:

Point	Z-water	X-water
1	5.4	0.0
2	5.4	800.0

Wall Friction Options: 1.* No wall friction

Wall Batter Angle = 0

Apparent Pressure Conversion: 1.* Default (Terzaghi and Peck)*

Water Density = 62.4

Water Pressure: 2. Seepage at wall tip

*** OUTPUT RESULTS ***

Total Force above Base= 2.36 per one linear foot (or meter) width along wall height

Total Static Force above Base= 2.36

Driving Pressure above Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pa1	Z2	Pa2	Slope	Coef.
0.00	0.00	5.40	0.18	0.0324	0.2947
5.40	0.18	10.80	0.27	0.0170	0.2947
10.80	0.26	13.30	0.30	0.0177	0.2827

Driving Pressure below Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pa1	Z2	Pa2	Slope	Ka or Ko
13.30	0.29	26.60	0.56	0.0200	0.3197

Passive Pressure below Base - Output to Shoring - Multiplier of Pressure = 1

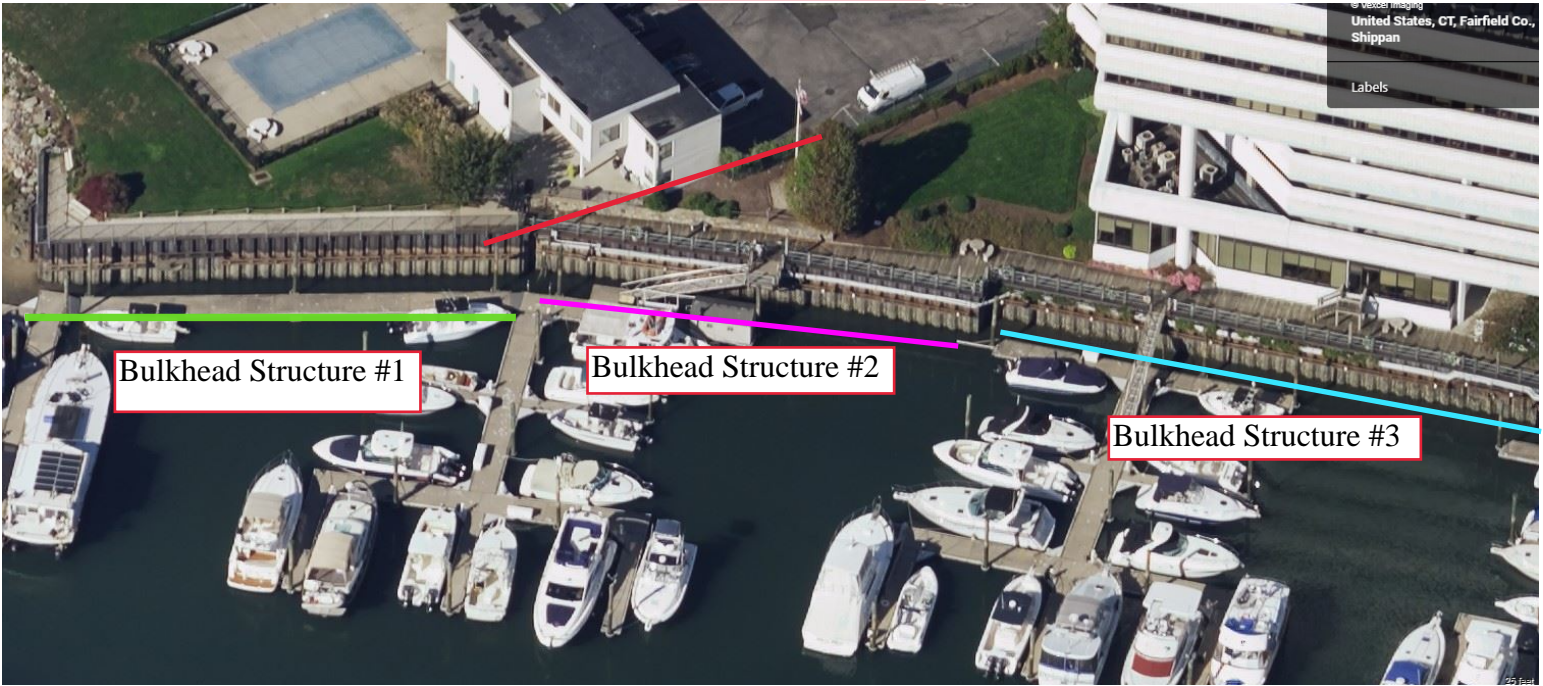
Z1	Pp1	Z2	Pp2	Slope	Kp
13.30	0.00	26.60	2.94	0.221	3.5371

UNITS: DEPTH/DISTANCE: ft, UNIT WEIGHT: pcf, FORCE: kip/ft, PRESSURE: ksf, SLOPE: kcf

Date: 11/29/2022 File Name: C:\Users\jon.jagello\Desktop\Delamar Residences - J Davis\Proposed Fill.ep8

Schedule B

Approximate
Property Line



Bulkhead Structure #1

Bulkhead Structure #2

Bulkhead Structure #3

Schedule C

FILE No. 412 08/16 '95 15:59 ID:INVESTMENT LAW

708 402 9679

PAGE 11

0 Blue 150

VOL 4581 PAGE 39

8384

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") made as of this 25th day of August, 1995 by and between MARINA BAY CONDOMINIUM ASSOCIATION, a Connecticut condominium association, 61 Seaview Avenue, Stamford, CT ("Grantor") and ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation, 3075 Sanders Road, Suite G5B, Northbrook, IL 60062-7127, Attention: Real Estate Investment Division ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of real estate ("Parcel A") which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of a parcel of real estate ("Parcel B") which abuts and is adjacent to and north of Parcel A and is legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the predecessors of Grantor reserved "an easement of way for all lawful purposes over and across the concrete walkway on the Easterly side of the premises [Parcel A], approximately fifteen feet wide along Westcott Cove, and the right to maintain the ramp leading therefrom" for the benefit of Parcel B in that certain Warranty Deed dated October 22, 1979 recorded in Volume 1906 Page 232, which easement was modified by Quitclaim Deed between the predecessors of the parties dated February 16, 1980 and recorded in Volume 1920 Page 63, wherein the width of the easement over the walkway was reduced from fifteen to ten feet wide. The easements granted in the aforesaid deeds shall hereinafter be referred to as the "Prior Easements."

WHEREAS, Grantee is constructing and installing a sea wall with cap along that portion of Parcel B bounded by Westcott Cove which sea wall will be secured with whalers and tiebacks. Grantee desires that it be allowed to install six tiebacks of approximately 40 feet in total length apiece which are labelled 1, 2, 3, 4, 5 and 6 on Exhibit C-2 attached hereto and made a part hereof ("Tiebacks") such that the Tiebacks will enter Parcel A at a depth of approximately 15 feet below the surface with their end points being at an approximate depth of 30 feet below the surface.

WHEREAS, Grantor desires to declare and grant a perpetual easement to Grantee on, over and under a portion of Parcel A for the purpose of construction, installation, replacement, and location of the Tiebacks which are or may be located within the easement area as more particularly legally described on Exhibit C-1 attached hereto ("Easement Area") and depicted on Exhibit C-2.

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P. 11

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties covenant and agree with each other as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Grantor hereby declares and grants, bargains, sells and conveys to Grantee, its successors and assigns, a perpetual, nonexclusive easement located on, over and under the Easement Area for the purpose of construction, installation, replacement, and permanent location of the Tiebacks which are or may be located within the Easement Area.

3. Grantor and Grantee acknowledge and agree that neither Grantor nor Grantee shall have any obligation to maintain, repair, or replace any Tiebacks. Specifically, Grantor shall have no obligation to maintain, repair, or replace Tiebacks labelled 4, 5 and 6 on Exhibit C-2 which are attached to the sea wall of Parcel B.

4. In consideration of the rights granted to Grantee hereunder, Grantee hereby agrees, and Grantor hereby commissions Grantee at Grantee's sole cost, to construct and install a sheet pile sea wall, whalers, tiebacks, cap on top of sea wall, railing, and sidewalk along the northerly 28.147 feet of Parcel A bounded by Westcott Cove ("Condo Work"), all as shown on Exhibit C-2 and in those certain drawings by RPP Construction Consultants numbered 193.01, 193.02, 193.04, 193.05, and 193.06 dated November 11, 1994, and a revised drawing numbered 193.C1 dated March 11, 1995 (together the "Sea Wall Plans"). The Condo Work shall be completed no later than November 1, 1995. Upon completion of the construction and installation of the Condo Work, Grantee will assign to Grantor warranty rights, if any, and the right to require Correction of Work in regard to the Condo Work; the Condo Work shall be the property of Grantor; and Grantee shall have no further obligations in regard thereto, including without limitation, no obligation to repair, maintain or replace any of the Condo Work. Article 18 of the Agreement with the Contractor for the performance of the Condo Work is entitled "Correction of Work" and states:

The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

In the event that, after using its best efforts, Grantor is unable to enforce the Correction of Work relating to the Condo Work, then Grantee agrees to use its best efforts to enforce

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such Correction of Work. Grantee shall cause its contractors to carry the same insurance and to exercise the same level of due care and skill in installing the Condo Work as shall be carried and exercised in the installation of the sea wall and all appurtenances thereto on Parcel B. Grantee shall cause the Condo Work and the installation and construction of the Tiebacks to be performed in accordance with all applicable laws, regulations, ordinances, and permits.

5. As further consideration for rights granted to Grantee and Grantor's release contained in paragraph 17 below, Grantee agrees to pay Grantor \$60,000 upon Grantor's execution and delivery of this Agreement.

6. Grantee agrees that no liens shall be permitted to attach to Parcel A as a result of the construction and installation of the Tiebacks and Condo Work.

7. In order to induce Grantee to enter into this Agreement, Grantor represents, warrants, and covenants as follows:

a. Grantor is a condominium association duly organized, validly existing, and in good standing under the laws of the State of Connecticut, with all requisite corporate power and authority to enter into this Agreement.

b. All requisite corporate actions have been taken by Grantor to authorize the execution, delivery and performance of this Agreement pursuant to its terms.

c. Grantor has no actual or constructive knowledge of any pipes, wires, cables, other utility facilities, or other easements which would interfere with the construction or installation of the Condo Work and Tiebacks.

d. Grantor will deliver to Grantee any title searches, title documents, surveys, and plans and specifications in Grantor's possession or available to Grantor in regard to Parcel A in order to assist Grantee in constructing and installing the Condo Work and Tiebacks.

8. In order to induce Grantor to enter into this Agreement, Grantee represents and warrants as follows:

a. Grantee is an Illinois insurance corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois, with all requisite corporate power and authority to enter into this Agreement.

b. All requisite corporate actions have been taken by Grantee to authorize the execution, delivery and performance of this Agreement pursuant to its terms.

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9. Grantor, its successors and assigns, shall have the perpetual right and authority to construct, install and maintain landscaping, access roads, drainage pipes and related appurtenances over, upon and through the Easement Area provided that the same do not interfere with the rights granted herein. Grantor, its successors and assigns, shall have the perpetual right and authority to grant additional public or private benefit utility or access easements over, upon and through the Easement Area together with the right and authority to construct, install, repair and maintain other public and private benefit utility services provided that the same do not interfere with the rights granted herein.

10. Subject to the provisions of this paragraph 10 and Grantor's compliance with the other terms, covenants and conditions of this Agreement, Grantee agrees to indemnify and hold Grantor harmless for any damage to Parcel A and the improvements thereon as a result of the negligence of Grantee in connection with the construction and installation of the Condo Work and the Tiebacks, provided that Grantee shall have no obligation to indemnify or hold harmless Grantor with respect to any such damage to Parcel A or the improvements thereon (i) if Grantee constructs the Condo Work and the Tiebacks in accordance with the Sea Wall Plans (and any changes thereto agreed to in writing by Grantor), or (ii) if such damage is caused directly or indirectly by the negligence or willful acts or omissions of Grantor or its agents, employees, or contractors, or by any breach of this Agreement by Grantor. Any claim under this indemnity and hold harmless shall be specific, supported and accompanied by the written opinion of an independent engineer, and delivered in writing to Grantee no later than June 1, 1996; thereafter, this indemnity and hold harmless shall be null and void except as to specific written claims presented to Grantee by Grantor prior to June 1, 1996. Notwithstanding anything to the contrary herein, (a) Grantee shall not indemnify or hold Grantor harmless for any damage to Parcel A or the improvements thereon arising out of the construction and installation of the Condo Work or Tiebacks and resulting directly or indirectly from hidden or latent objects or facilities, such as utilities, pillars, and foundations which are not clearly visible above ground, and which have been installed in either unknown locations or locations other than those specifically indicated on recorded documents or other documents which have been delivered to Grantee by Grantor; and (b) Grantee shall not be responsible for the cost of additional work required to complete the Condo Work as a result of latent defects in the existing sea wall or other improvements to Parcel A which are not currently clearly visible or, in the case of other improvements, shown on other drawings, maps or surveys delivered by Grantor to Grantee. Latent defects shall not include the discovery of a concrete wall approximately eighteen inches (18") in thickness parallel to the existing sea wall or an old ramp which is partially on Parcel A and partially on Parcel B. If any latent defects in the sea wall or other improvements to Parcel A are discovered during the course of construction of the Condo Work, at Grantor's option, Grantor shall either pay the cost of remedying such defects or direct Grantee in writing to discontinue any further work on the Condo Work in which latter case, Grantee shall have no further obligations hereunder in regard to the Condo Work, and, in either event, all other provisions of this Agreement relating to the rights of Grantee with respect to the Tiebacks and the Easement Area shall remain in full force and effect. Notwithstanding any other provisions contained herein, Grantor's sole

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remedies in regard to the Condo Work shall be to seek specific performance from Grantee in the event that Grantor does not perform the Condo Work, or to enforce this indemnity and hold harmless in accordance with, and as limited by, the provisions of this paragraph for any damages sustained as a result of the Condo Work.

11. Except as otherwise set forth herein, if either party defaults in any obligations herein and such default is not fully cured after notice thereof as provided below, on the expiration of the period specified in such notice, which shall be not less than thirty (30) days, the non-defaulting party may bring an action against the defaulting party for damages, injunction, and/or specific performance, but not for termination of the easement granted by this Agreement. In no event shall either party to this Agreement be liable to the other for consequential damages in regard to the matters covered by this Agreement or the Prior Easements.

12. Each party hereby agrees to obtain the joinder or consent of any mortgagees or lienors with interest in or claims against any property of that party which is encumbered by this Agreement. Grantor and Grantee each further agrees to subordinate any mortgage, ground lease, or other method of financing and refinancing now or hereafter placed against any property owned by either of them which is encumbered by this Agreement, and any and all advances made or to be made thereunder and to all renewals, replacements, consolidations and extensions thereof to this Agreement.

13. The easement and rights herein granted, together with the obligations herein imposed, run with the land and shall be perpetual. The benefits and burdens of this Agreement shall inure to and be binding upon the Grantor and the Grantee, their successors and assigns, and the owners and/or occupants from time to time of Parcel A and Parcel B.

14. All notices permitted or required to be given hereunder shall be in writing and will be deemed delivered twenty-four (24) hours after shipping by reputable overnight delivery or courier service, or three (3) days after deposit in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the respective addresses of Grantor and Grantee shown above, with a copy of any notice to Grantee being also sent or delivered to: Property Manager, 70 Seaview Avenue, Stamford, CT.

15. In consideration of the sum of \$60,000, the covenants and conditions contained herein and for other good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, Grantor, for itself and its successors and assigns, being fully advised by its counsel, hereby remises, releases, discharges and waives Grantee, its officers, directors, shareholders, employees, agents, successors and assigns of and from all liability, claims, causes of action, lawsuits and damages which Grantor or its successors and assigns might ever have had, now have, or hereafter can, shall or may have, could have asserted or in the future might assert against Grantee in connection with the Prior Easements or Grantee maintaining, repairing or replacing the sea wall, sidewalk, other

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improvements or the property on, by, or under Parcel A, the littoral rights associated with Parcel A, or any marina or similar property associated with Parcel A or B.

16. This Agreement shall be construed under and governed by the laws of the State of Connecticut. In the event any party hereunder resorts to litigation for the construction or enforcement of any right or obligation created hereby, the substantially prevailing party shall be entitled to recover its reasonable costs and expenses of litigation and any appeals therefrom, including reasonable attorney's fees, from the substantially non-prevailing party.

17. This Agreement embodies all of the agreements, understandings, representations, and warranties by and among the parties to this agreement relative to the subject matter hereof. All prior and contemporaneous understandings, discussions, agreements, warranties and representations are merged herein and shall not survive the execution of this Agreement other than the Prior Easements reserved and granted by the predecessors of Grantor and Grantee in those certain documents recorded in Volume 1906 at Page 230 and Volume 1920 at Page 63 of the Stamford Land Records. The Prior Easements remain in full force and effect except that the parties hereto agree that (a) the words "over and across the concrete walkway" shall be changed to read "over and across the concrete and/or wood walkway"; (b) Grantee shall have no obligation to maintain, repair or replace the sea wall, sidewalk, other improvements or the property on, by, or under Parcel A; and (c) in the event that Grantee reinstalls or replaces the marina, docks and floats in front of Parcel A, Grantee agrees that no part of such marina, docks, or floats shall be attached to Parcel A other than at the point of the ramp on Parcel A over which Grantee already has an easement.

18. If, within ~~six~~ ^{nine (9)} months from the date of execution of this Agreement, Grantor repairs, constructs, or replaces the sea wall along its northerly boundary of Westcott Cove, Grantor shall relocate and store any docks and floats then located in front of Parcel A to a location in front of Parcel B until such time as such repairs, construction, or replacement is completed but no later than ~~six~~ ^{nine} months from the date of execution of this Agreement. In addition, Grantee agrees to use its best efforts, without the expenditure of funds or incurring additional liability, to aid Grantor in accomplishing said repairs including, but not limited to, amending its DEP permit.

19. Any owner of a condominium on Parcel A shall have first preference in terms of availability of boat slips in the two docks, if any, located in front of Parcel A and shall be put at the top of the waiting list, however, this provision shall not entitle any such condominium owner to a discount in the fee on Grantee's usual and customary rates on such slips.

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The undersigned have caused this instrument to be executed as of the day and year first above written.

Witnessed By:

GRANTOR:

MARINA BAY CONDOMINIUM ASSOCIATION

Herbert L. Kaimowitz
Herbert L. Kaimowitz
Nelson Lundberg
Nelson Lundberg

By *[Signature]*
Its SECRETARY

GRANTEE:

ALLSTATE LIFE INSURANCE COMPANY

In the presence of:

Anna W. Brown
Anna W. Brown
Nancy C. D'Arcy
Nancy C. D'Arcy

By: *B.S. Blou*
By: *[Signature]*
Its Authorized Signatories

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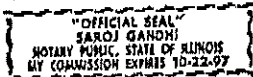
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Barbara S. Brown and Kenneth S. Kimala are personally known to me to be the authorized signatories of ALLSTATE LIFE INSURANCE COMPANY, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such authorized signatories they have signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand, and Notarial Seal this 25th day of August, 1995.



Saraj Ganohi
NOTARY PUBLIC

My Commission Expires: 10-22-97

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS: STAMFORD

On this 21st day of August, 1995, personally appeared Jackie Labatt-Simon Secretary of Marina Bay Condominium Association, a Connecticut condominium association, 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 condominium association, before me.

William W. Wood
Commissioner of Superior Court
Notary Public
My Commission Expires: _____

Latest Address of Grantee:
3075 Sanders Road, Suite G5B
Northbrook, IL 60062-7127
Attention: Real Estate Investment Division
cesemont.sea

THE LAND AFFECTED HEREBY LIES IN BLOCK 150
OF THE STAMFORD BLOCK MAP, RECEIVED FOR RECORD
AT STAMFORD ON 5-29-96 AT 3:51 P.M.
ATTEST: LOIS FONTANAHT, TOWN AND CITY CLERK

VOL 4581 PAGE 40
EXHIBIT A

SCHEDULE A TO DECLARATION OF MARINA BAY, A CONDOMINIUM, BY OCEAN VIEW CONSTRUCTION, INC., BEING A DESCRIPTION OF LAND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP UNDER THE "UNIT OWNERSHIP ACT".

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, being shown and designated as Parcel "A", Area 4.5903 Acres, on a certain map entitled, "Map Showing Division of Property in Stamford, Connecticut Prepared for Carl Sodergran Et Al", dated January 4, 1979, March 30, 1979, Rocco V. D'Andrea, Inc., Riverside, Connecticut, Engineer and Surveyor, which map is on file in the office of the Town Clerk of the said City of Stamford by the Map Number 10319, reference thereto being hereby had. Said premises are bounded:

Northerly, by Seaview Avenue, and Parcel "B" as shown on said map;
Easterly, by Westcott Cove;
Southerly, by land of the City of Stamford;
Westerly, by land now or formerly of the United States of America and by land of James Murphy et al.

Said premises are laid down and delineated on a certain map entitled "Unit Numbering Plan of 'Marina Bay' an Expandable Condominium in Stamford, Connecticut Prepared for Ocean View Construction, Inc.", which map is on file in the office of the Town Clerk of the said City of Stamford as Map Number 10483.

Said Premises are subject to:

- (1) Reservation of easement of way for all lawful purposes upon, over and across the concrete walkway on the Easterly side of the premises, as it now exists, to and from the concrete walkway existing on Parcel "B" on the map referred to above along Westcott Cove, and the right to maintain the ramp leading therefrom as set forth in a deed from Carl Sodergran et al to Ocean View Construction, Inc., dated October 22, 1979 and recorded in the Stamford Land Records, in Book 1906, pg. 230, as modified by deed dated February 16, 1980, between said parties.
- (2) Reservation of littoral rights to and from Westcott Cove as set out in said deed from Carl Sodergran et al to Ocean View Construction, Inc.

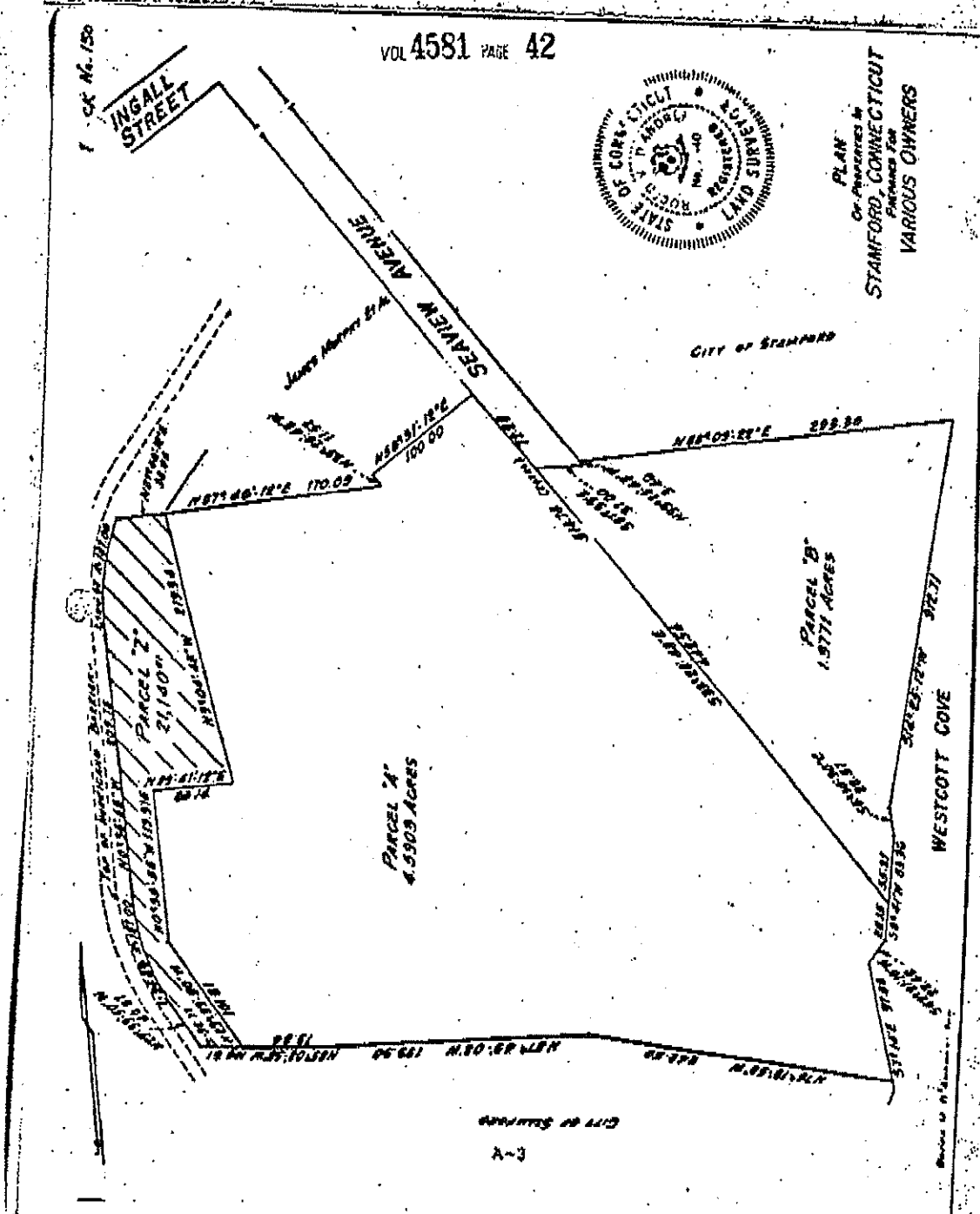
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- (3) Any and all municipal and governmental laws, including but not limited to, zoning and planning rules and regulations and building setback lines of the City of Stamford;
- (4) Boundary line agreement between the City of Stamford and Clarence W. Muzzio, dated August 23, 1962, and recorded in Book 963 at Page 590 of the Stamford Land Records.
- (5) Rights of others, if any, in and to areas formerly used as tracks for the removal of boats to and from the water that lies Westerly of the mean high water line along a portion of the Easterly boundary of said premises. Said areas do not interfere with proposed buildings of this condominium.
- (6) Easement to the Hartford Electric Light Company for the purpose of bringing utility services to the property, set forth in a Grant dated October 12, 1979, and recorded in the said Land Records in Book 1895 at Page 327.
- (7) Easement to The Southern New England Telephone Company dated December 3, 1979, and recorded in the said Land Records in Book 1905 at Page 52.
- (8) Taxes of the City of Stamford becoming due and payable after the date of closing.
- (9) Provisions of a Stipulated Judgment of the Superior Court, State of Connecticut, in action of ANTHONY J. LANGELLA et al vs. CARL SODERGRAN ET AL (1979) Docket Number CV 79-41228 S, recorded in the Stamford Land Records in Book 2147 at Page 299.

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PLAN
 OF PARCELS IN
 STAMFORD, CONNECTICUT
 PREPARED FOR
 VARIOUS OWNERS



CITY OF STAMFORD
 A-3

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EXHIBIT B (DESCRIPTION)

All that certain tract, piece or parcel of land situate lying and being in the City of Stamford, County of Fairfield and State of Connecticut, said Parcel "B" as shown and delineated on a certain map entitled "Map Showing Division Property in Stamford, Connecticut", which map is on file in the office of the Town Clerk of the City of Stamford as map number 10,319, being more particularly bounded and described as follows:

Beginning at a point on the easterly street line of Seaview Avenue, where the same is intersected by the division line between land of the City of Stamford and Parcel "B" as shown on above mentioned map; thence running along said division line;

N 88°-09'-22" East a distance of 293.36 feet

to the waters of Westcott Cove; thence turning and running along said waters of Westcott Cove, the following courses and distances:

S 14°-25'-12" West a distance of 312.71 feet,
S 8°-14'-30" East a distance of 22.57 feet and
S 8°-41'-00" West a distance of 55.21 feet to

the division line between Parcels "A" and "B" as shown on above mentioned map; thence turning and running along the division line between Parcels "A" and "B",

N 33°-28'-48" East a distance of 442.54 feet

to the southerly end of Seaview Avenue; thence turning and running along said southerly end of Seaview Avenue, the following courses and distances:

S 87°-39'-00" East a distance of 37.00 feet and
N 33°-28'-48" West a distance of 3.46 feet to the point or place of beginning.

Together with all littoral rights appurtenant to the premises described above and floats, docks, ramps in the marina operation pertaining to the premises described above.

Together with a certain access easement reserved in a deed from Carl Sodergran, et al to Ocean View Construction, Inc., dated October 22, 1979 and recorded in Volume 1906 at Page 230 of the Stamford Land Records, as modified by a certain deed dated July 16, 1980 and recorded in Volume 1920 at Page 63 of said Land Records.

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EXHIBIT C - 1

August 7, 1995

Easement
ON
Marina Bay Condominium Property

All that certain tract, piece or parcel of land, situate, lying and being in the City of Stamford, County of Fairfield and State of Connecticut, said parcel of land being more particularly bounded and described as follows:

Beginning at a point on the westerly line of the waters of Westcott Cove, where the same is intersected by the division line between Parcel "A" and Parcel "B" as shown on a certain map entitled "Map Showing Division of Property in Stamford Connecticut Prepared for Carl Sodergran Et Al" which map is on file in the Office of the Town Clerk of the City of Stamford as map numbered 10319. Thence running along said waters of Westcott Cove, the following courses and distances:

South 8°-41'-00" West, a distance of 28.15 feet, and

South 42°-21'-10" West, a distance of 8.23 feet to a point, thence running through Parcel "A" on above mentioned map, the following courses and distances:

North 81°-19'-00" West, a distance of 55.43 feet and

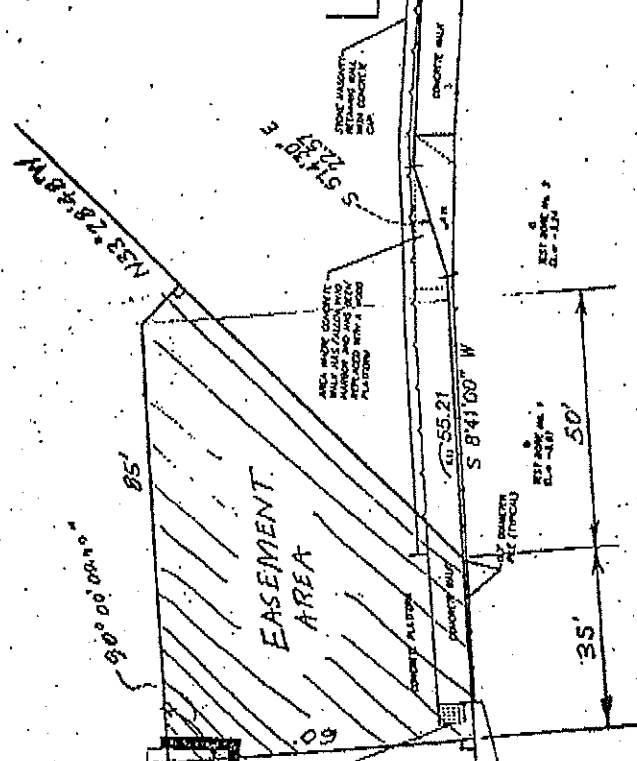
North 8°-41'-00" East, a distance of 101.26 feet to a point on the division line between Parcel "A" and Parcel "B" on above mentioned map; thence running along the last mentioned division line

South 33°-28'-48" East, a distance of 89.39 feet to the point or place of beginning.

ROCCO F. D'ANDREA, INC.
* LAND PLANNERS
* ENGINEERS
* SURVEYORS
MIDDLETOWN, CONNECTICUT

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EXHIBIT C - 2 (p. 1 of 2)



BENCHMARK
 1/2" CUT TOP STIP
 ELEV = 12.18
 DATUM: NAD 83

THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE
 BEST PRACTICES AND STANDARDS FOR SURVEYS AND MAPS IN THE
 STATE OF CONNECTICUT AS ADOPTED FOR USE BY THE
 CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON
 SEPTEMBER 24, 1992.
 THE TYPE OF SURVEY PERFORMED IS A "TOPOGRAPHIC PLAN,"
 INTENDED TO DEPICT A SPECIFIC LIMITED PORTION OF THE
 PROPERTY.
 BOUNDARY LINES SHOWN HEREON ARE BASED ON AN
 "ADJUDICATED RESUME."
 THIS SURVEY CONFORMS TO HORIZONTAL ACCURACY CLASS "1-1,"
 "1-2" (BOUNDARIES) AND VERTICAL ACCURACY CLASS "1-1."
 ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, MARKED
 WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSSED SEAL,
 SHALL BE CONSIDERED TO BE VALID, TRUE COPIES.

AREA = 1.3771 ACRES
 REFER TO MAPS No. 10319 AND 11691 S.L.R.
 LAND LIES IN "R-5" DISTRICT
 DECLARED "SUBSTANTIALLY CORRECT" AS
 NOTED HEREON.

ROCCO V. D'ANDREA, INC.

Anthony D'Andrea
 SURVEYOR
 RIVERSIDE, CONNECTICUT

AUGUST 16, 1994
 COPYRIGHT (C) 1994 BY ROCCO V. D'ANDREA, INC. ALL RIGHTS RESERVED

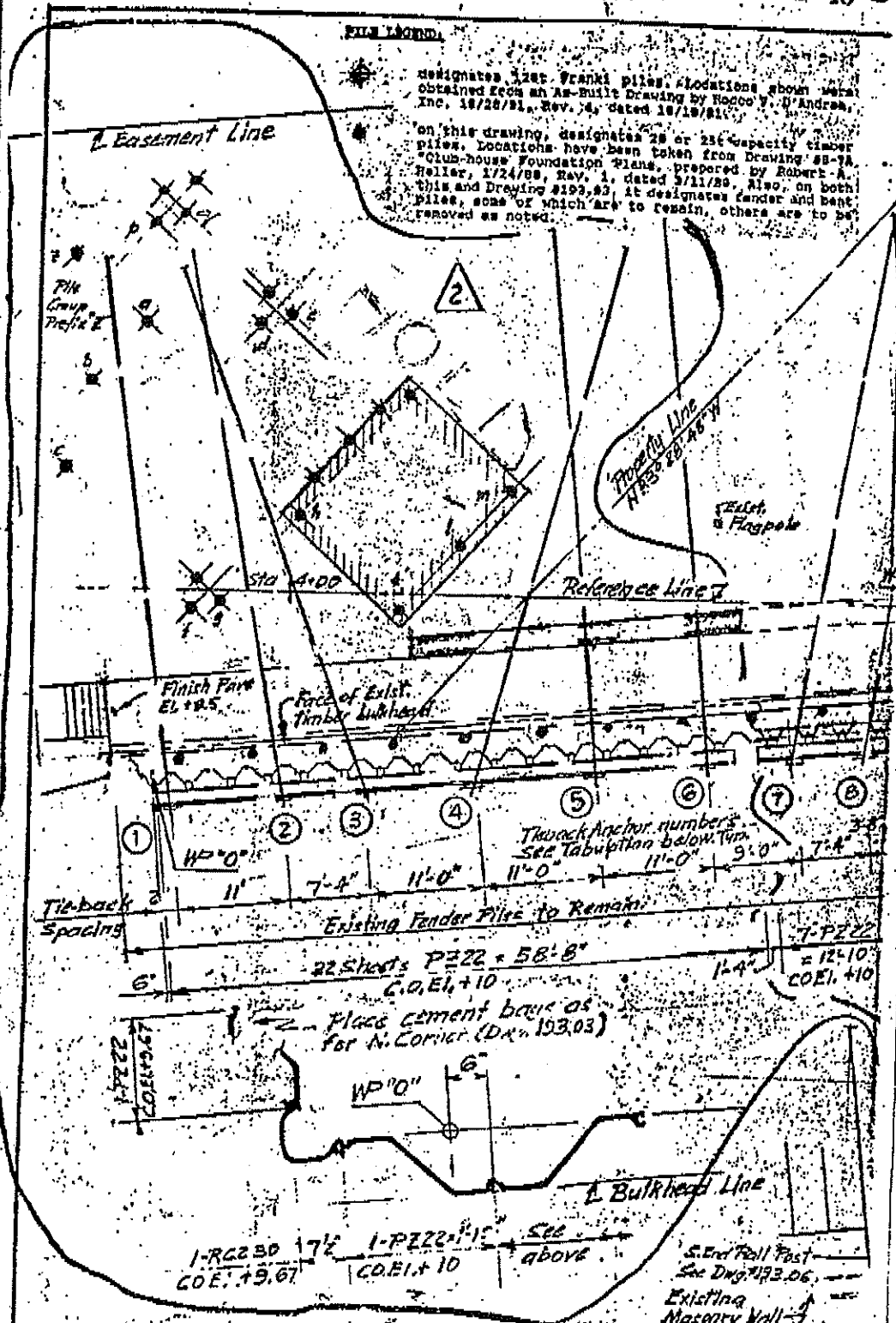
EXHIBIT C - 2 (p. 7 of 21)

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PILE RECORD

designates 12" Franki piles. Locations shown were obtained from an As-Built Drawing by Rodco V. D'Andrea, Inc. 10/28/91, Rev. 4, dated 10/18/91.

On this drawing, designates 20 or 24" capacity timber piles. Locations have been taken from Drawing 88-7A, Club-house Foundation Plans, prepared by Robert A. Heller, 1/24/88, Rev. 1, dated 3/11/88. Also, on both this and Drawing #193, 83, it designates center and bent piles, some of which are to remain, others are to be removed as noted.



ENLARGED CORNER DETAIL

Scale: 1" = 1'-0"