

JOHN F. X. LEYDON, JR. *

*ALSO ADMITTED IN NEW YORK

**LAW OFFICE OF
JOHN F. X. LEYDON, JR., LLC**
350 BEDFORD STREET, SUITE 403
STAMFORD, CONNECTICUT 06901
PHONE: (203) 487-3995
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E-MAIL: jleydon@jleydon.com

September 8, 2023

VIA EMAIL AND HAND DELIVERY

Ms. Vineeta Mathur
Associate Planner
Zoning Board
City of Stamford
Stamford Government Center
888 Washington Boulevard, 7th Floor
Stamford, CT 06901

Re: Old Town Square, LLC
Application for Approval of Site and Architectural Plans and/or Requested Uses
160 Atlantic Street ZBA # 221-24

Dear Ms. Mathur:

As requested at the last meeting before the Zoning Board on July 31st 2023, attached please find copies of the Landscape Plan prepared by Environmental Land Solutions, LLC last revised July 21, 2023 and Exhibit: Off-Site Improvements prepared by D'Andrea Surveying & Engineering, P. C. dated August 29, 2023 which has been marked to show areas where our client the applicant Old Town Square, LLC ("Old Town Square") would need approvals in addition to that of the Zoning Board in order to develop its project as contemplated.

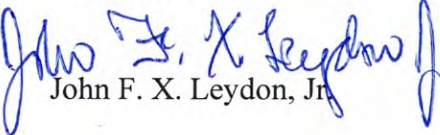
1. Area #1 depicts the area to the south of the Old Town Square property under the current ramp from Atlantic Street to the Stamford Town Center. In that area Old Town Square proposes to adjust the current grade and create a drop-off area which would be landscaped as depicted in the Landscape Plan and the attached three-dimensional renderings. In addition, improvements would be made utilizing the materials set forth on the attached list and design inspiration boards.
2. Area #2 depicts the area to the west of the Old Town Square property which is proposed to be landscaped and improved with an outdoor dining patio area. A small retaining wall on the north side of the building is proposed to be constructed in order to accommodate the patio and the service entrance at the northwest corner.
3. Area #3 depicts the property to the north on western side of the Old Town Square property in which additional landscaping is proposed to be planted.

4. Area #4 depicts the area to the west of the Old Town Square property which is proposed to serve as the material laydown and shake-out area within the crane's reach during construction.

All of the improvements above will require the approval of the City of Stamford, the Urban Re-Development Commission and/or the Parks Commission.

Please contact me if you are in need of any further information. Thank you for your assistance.

Very truly yours,


John F. X. Leydon, Jr.

JFXL/dr

Enclosures

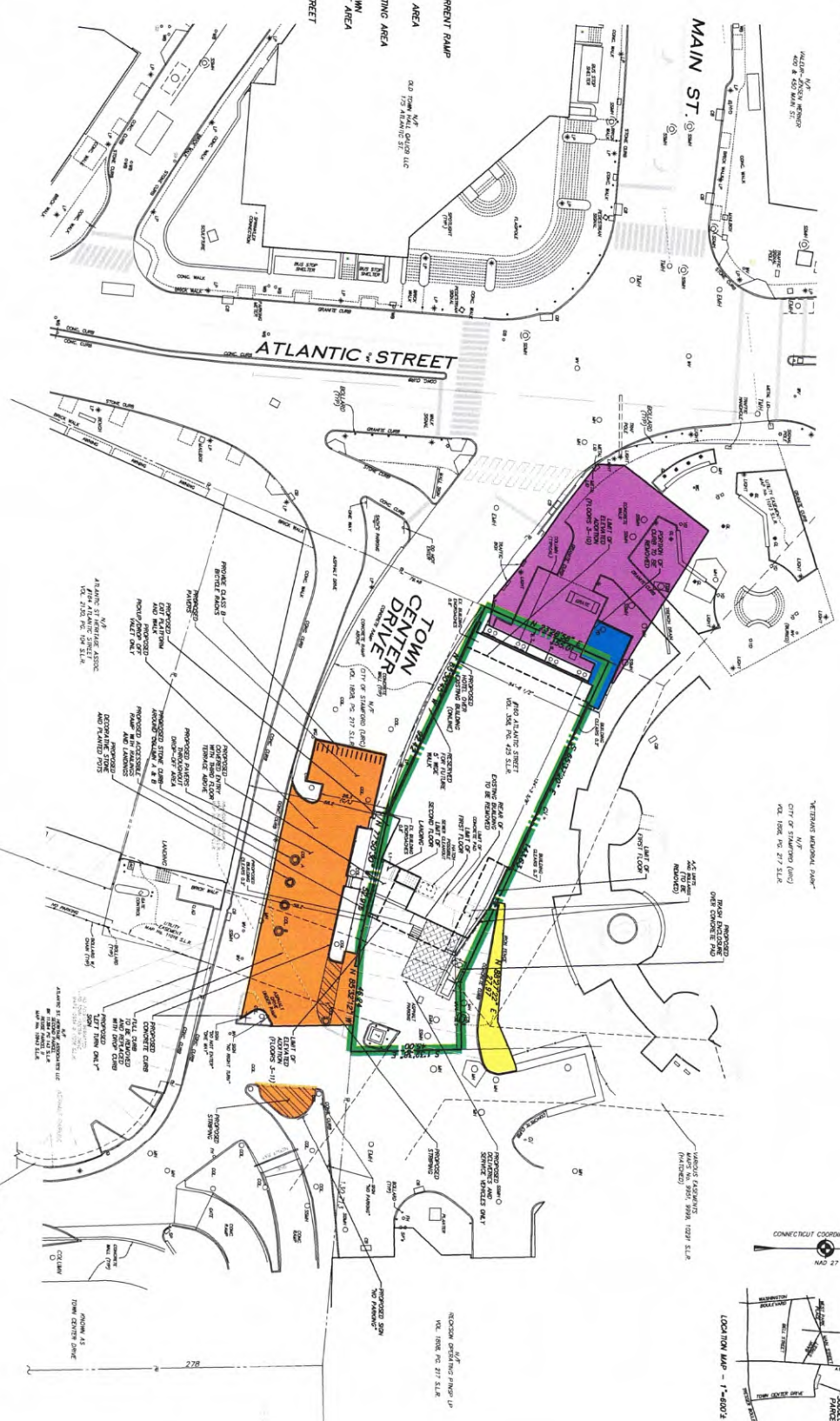
cc: Mr. Nagi M. Osta (w/enclosures via email)
Mr. Shalinder Nichani (w/enclosures via email)

GENERAL SURVEYING NOTES

1. REFER TO A SURVEY ENTITLED "TOWN LOCATION SURVEY OF PROPERTY AT 160 ATLANTIC STREET, STAMFORD, CONNECTICUT" DATED 12/15/11 BY CHANDLER SURVEYING & ENGINEERING, P.C. (C/S&E).
2. PROPOSED IMPROVEMENTS AND PLANS ARE BASED ON ARCHITECTURAL PLANS PROVIDED BY STAMFORD CENTER DRIVE, LLC (SCD).
3. REFER TO "PROPOSED PLAN" SUBMITTED BY STAMFORD CENTER DRIVE, LLC.
4. CERTAIN IMPROVEMENTS ARE PROPOSED OUTSIDE OF THE PROPERTY BOUNDARIES AND SHALL BE SUBJECT TO AGREEMENTS WITH THE RESPECTIVE PROPERTY OWNERS.

COLOR LEGEND

█	AREA #1 UNDER CURRENT RAMP
█	AREA #2 OUTDOOR DINING AREA
█	AREA #3 PROPOSED PLANTING AREA
█	AREA #4 LAYDOWN AND STAKE-OUT AREA
█	PROPERTY LINE 160 ATLANTIC STREET



AREA - 8,246 SF
REFER TO BOOK 1715 PAGE 81 AND MAP NO. 10247 SLR
AND LIES IN "C" ZONING DISTRICT
TO BE MODIFIED AND REUSE THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED AHEAD
CHANDLER SURVEYING & ENGINEERING, P.C.

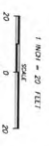


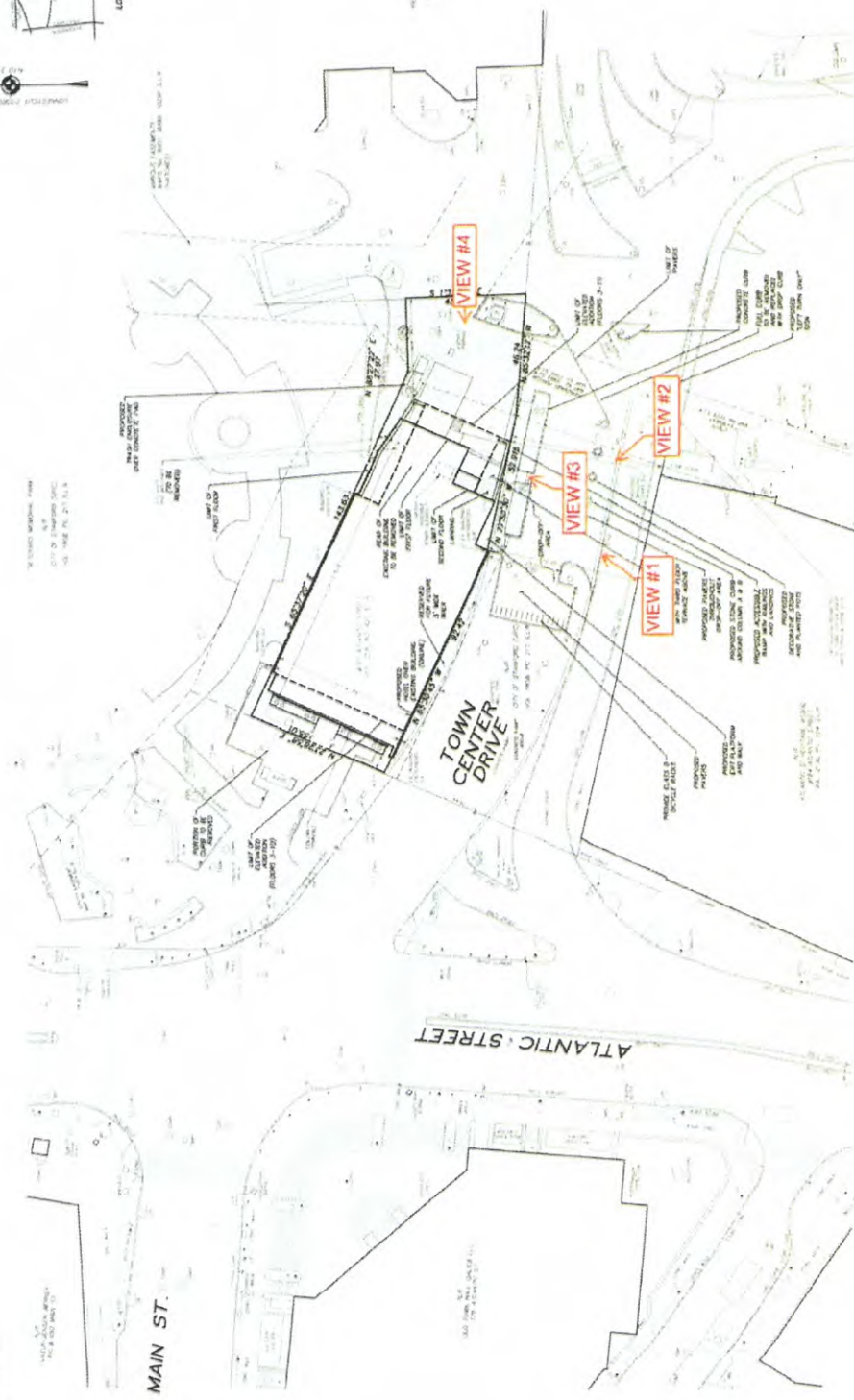
EXHIBIT: OFF-SITE IMPROVEMENTS
160 ATLANTIC STREET
IN
STAMFORD, CONNECTICUT
PREPARED FOR
OLD TOWN SQUARE, LLC
8-29-2023



LOCATION MAP - 1"=100'

GENERAL MARKING NOTES

- 1. THIS IS A SURVEY MAP. THE INFORMATION HEREON IS NOT TO BE USED FOR ANY OTHER PURPOSE.
- 2. THE PROPERTY LINES AND CORNERS ARE SHOWN AS INDICATED BY THE SURVEY DATA.
- 3. THE PROPERTY LINES AND CORNERS ARE SHOWN AS INDICATED BY THE SURVEY DATA.
- 4. THE PROPERTY LINES AND CORNERS ARE SHOWN AS INDICATED BY THE SURVEY DATA.
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- 5. THE PROPERTY LINES AND CORNERS ARE SHOWN AS INDICATED BY THE SURVEY DATA.

DATE: 08/24/17

BY: [Signature]

PROJECT: ZONING LOCATION SURVEY

CLIENT: OLD TOWN SQUARE, LLC

LOCATION: 160 ATLANTIC STREET, STAMFORD, CT

ZONING LOCATION SURVEY
OF PROPERTY AT
160 ATLANTIC STREET
IN
STAMFORD, CONNECTICUT
PREPARED FOR
OLD TOWN SQUARE, LLC



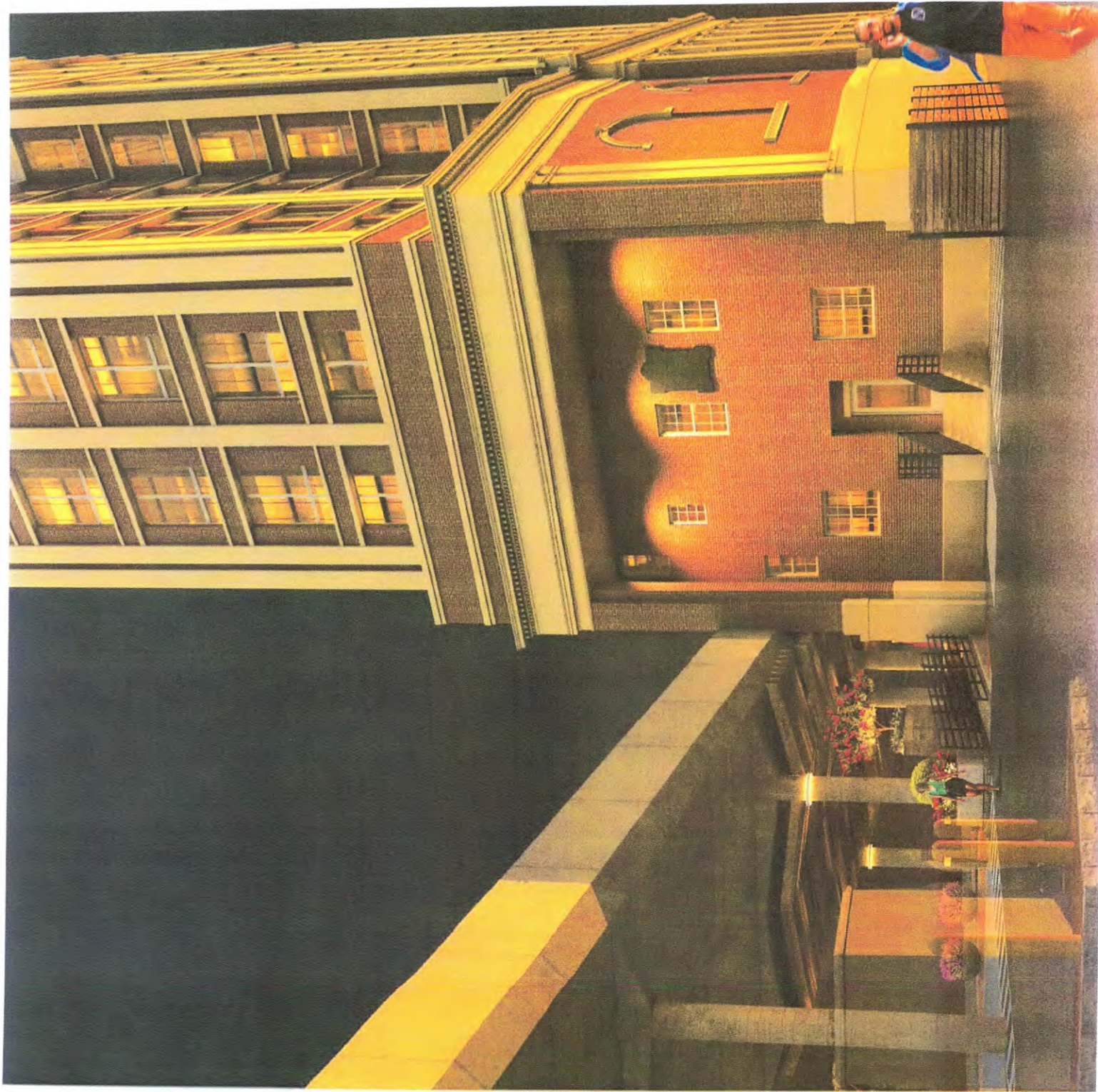
VIEW #1



VIEW #2



VIEW #3



September 7, 2023

PROJECT: The Old Towne Hotel
160 Atlantic St
Stamford, CT

CLIENT: Old Town Square, LLC

PROPOSED MATERIALS & FIXTURES

- Lighting on Columns (LED ring light arrays)
- Recessed/Surface under ramp lighting (LED strip / tube light arrays)
- Detail Treatment under ramp (as mentioned in packet, wood slats shaped to mirror underside of ramp beams)
- Seating, bollards and other design elements (wood, brick and metal)
- Pedestrian Ramps and Steps (parged concrete)
- Freestanding planters (concrete)
- Brick Pavers
- Contrast Pavers (white cobblestone)

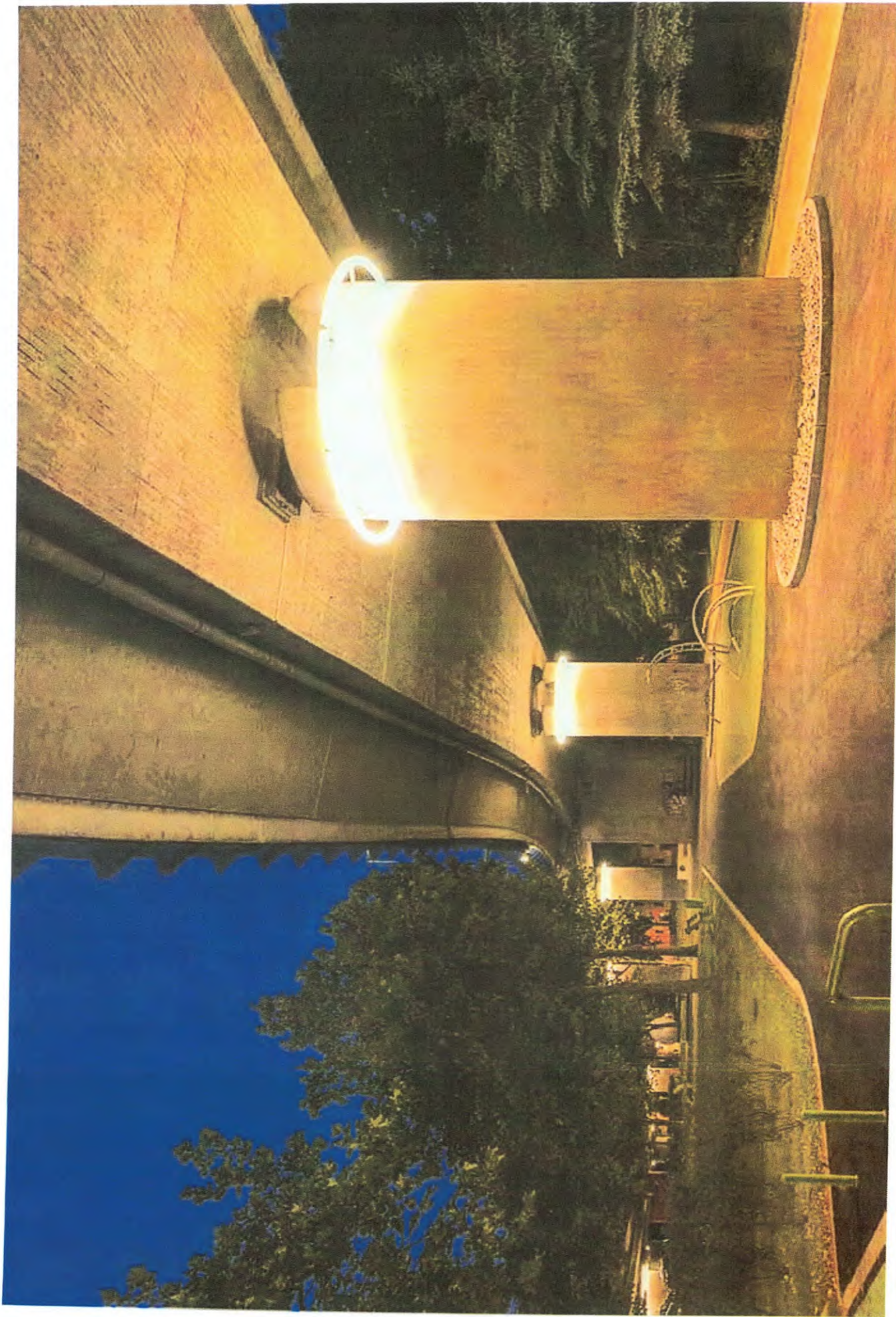


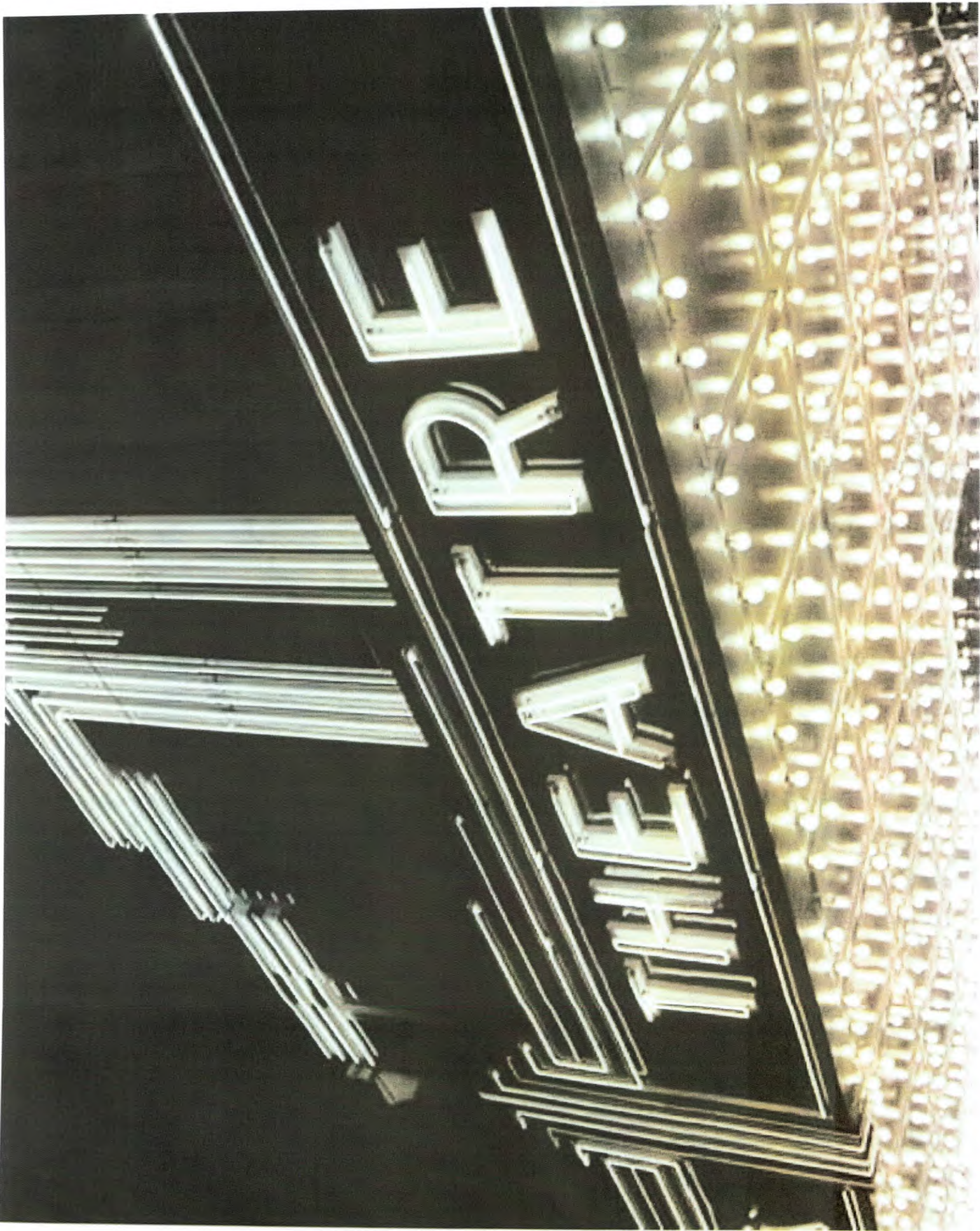
VIEW #1





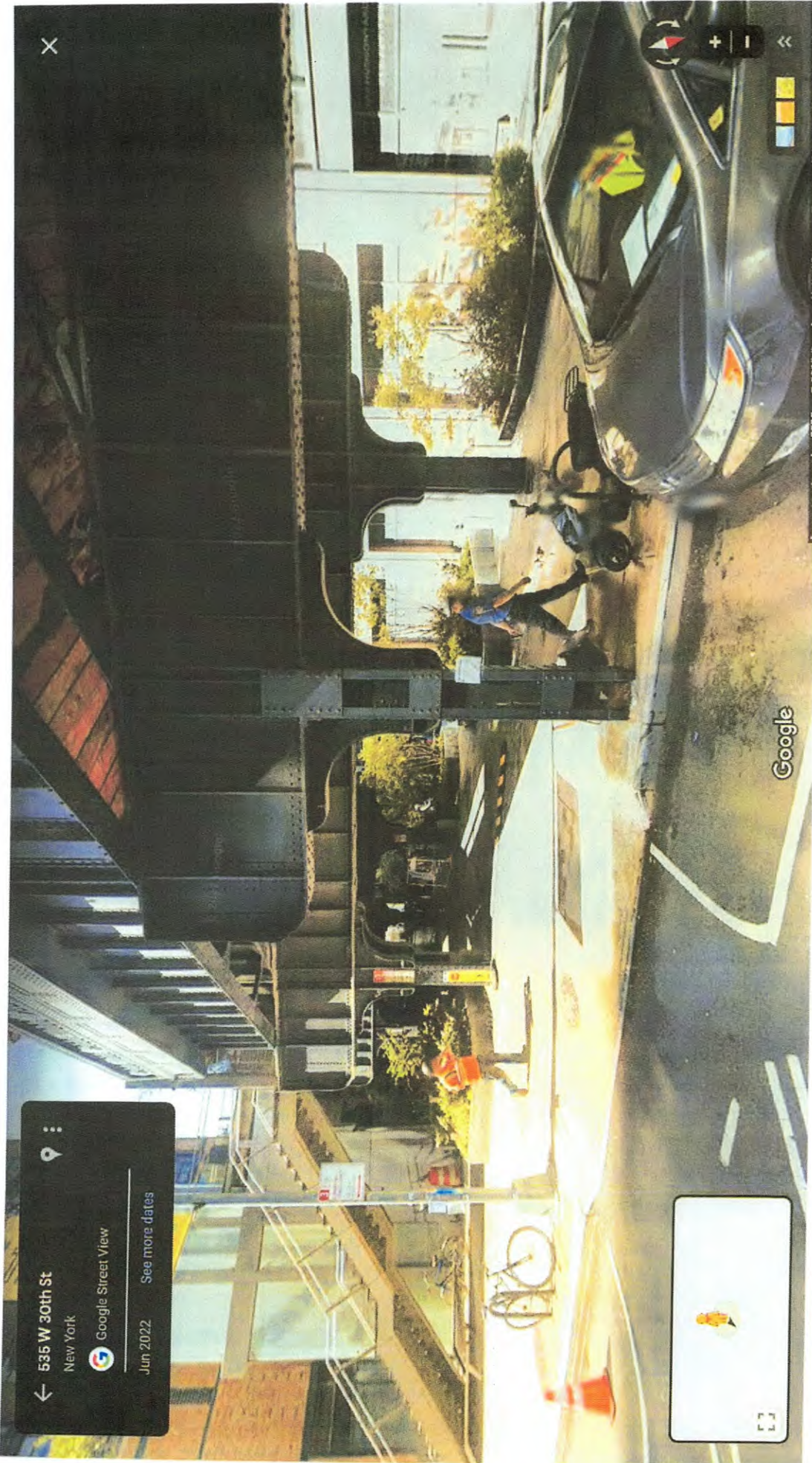






THEATRE





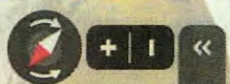
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← 535 W 30th St
 New York
 Google Street View
 Jun 2022 See more dates



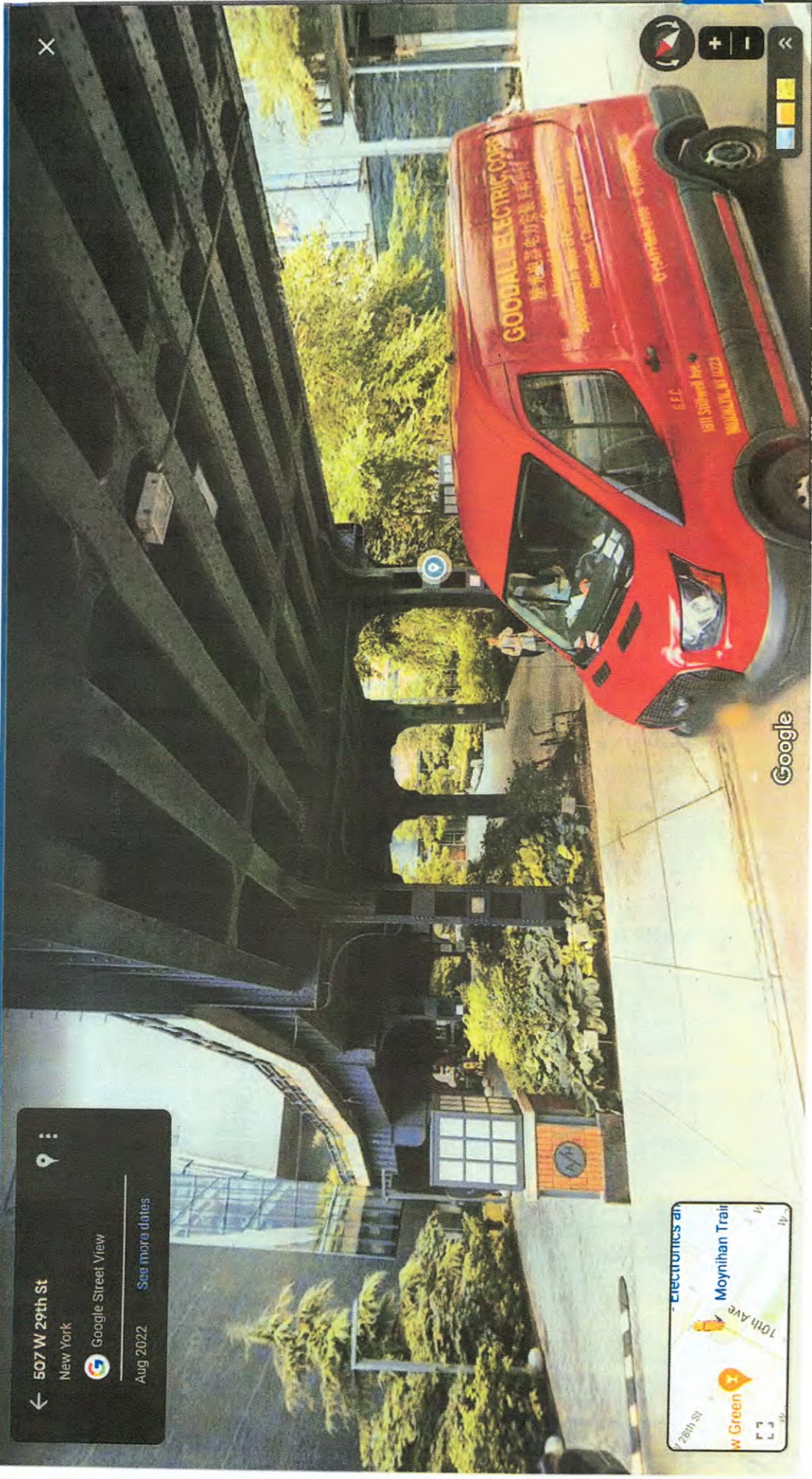
Google

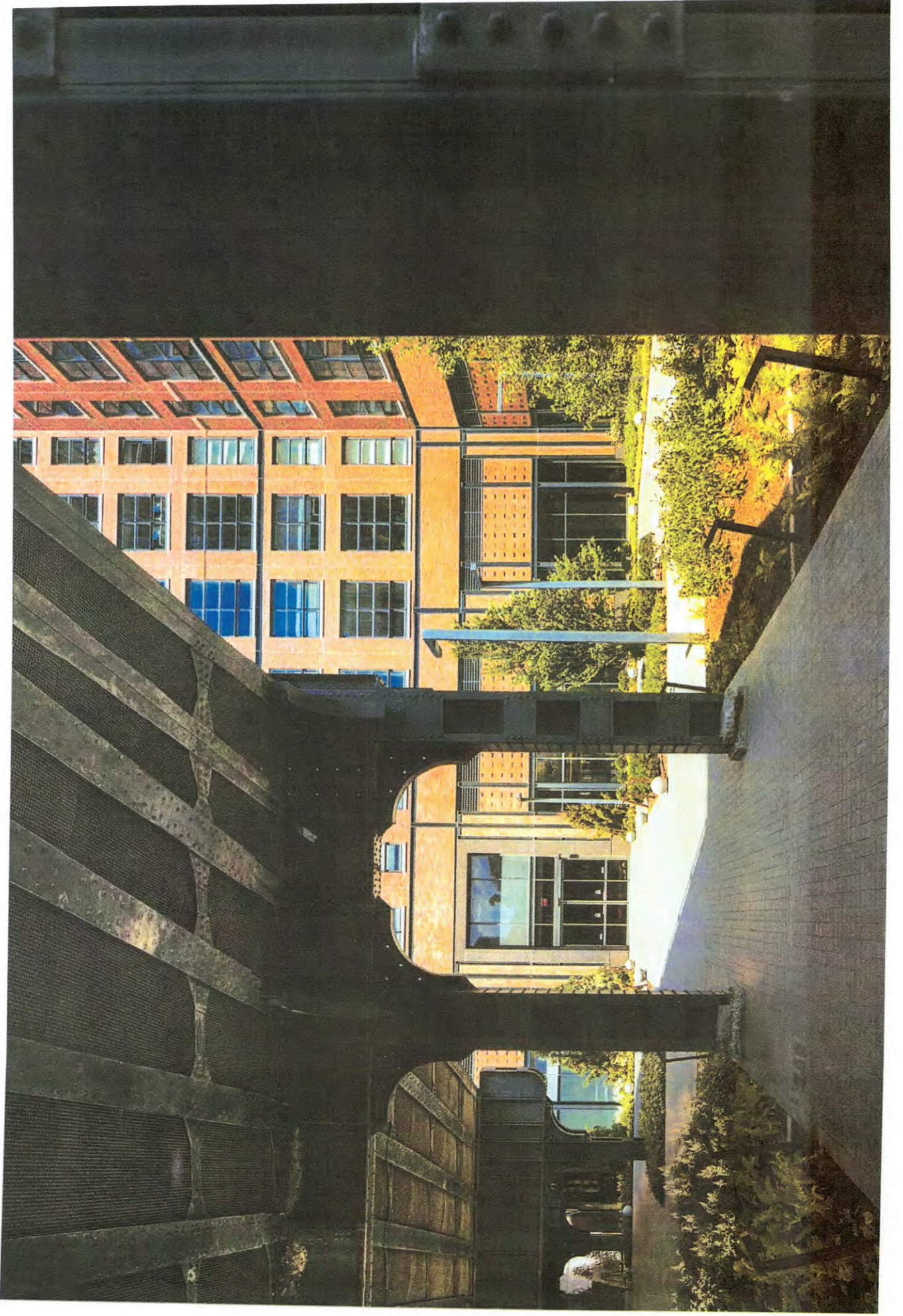


← 507 W 29th St
 New York
 Google Street View
 Aug 2022 See more dates



Google







August 16, 2023

Construction Logistics Narrative

Site

The site will be surrounded by a fence. This fence will have two double gates. The first double gate will be south facing and be towards the front (west) of our building (Atlantic Street). The second gate will also be south facing and be towards the rear of our property. The fence will have a mesh fabric over the entirety of the fence including the gates. There will be a picture of the building on the mesh fence wrap with "coming soon" signage. This mesh will be kept in good repair throughout the entire project. This fence will be monitored for damage and fixed as needed as to not cause an eye sore.

Behind the fence, under the ramp will be a site trailer, port o johns and behind the fence in the rear will be dumpsters. These areas will be kept clean and neat. All gates will be locked when we are not under construction.

The site will have cameras monitoring the site twenty four hours a day seven days a week.

The site will have a tower crane installed in the rear of the building and it will be in use during construction until the building is weather tight. The boom will be long enough to make the crane picks described below from the front (west) laydown area. The crane will always be parked over our building causing no inconvenience to any neighboring properties.

Deliveries

All deliveries will be scheduled through the gates. The front gate will be the gate most often used and it will only be used for deliveries. All construction personnel will park off site. Most of the deliveries will be scheduled for early mornings throughout the project. i.e. 6:30 am to 9:30 am

We anticipate that major deliveries to and into the building i.e., steel, concrete, exterior



wall systems, etc. will be made using the crane so as not to prolong the truck time within in the fenced in area. Overwhelmingly these deliveries will be made to the front (west) side of the building. The only major deliveries to and into the building that will be made to the rear (east) side of the building will be the high floor concrete deliveries described below.

All of our large items needed for construction i.e. steel, wall panels, decking, etc. will be staged off site and moved to 160 Atlantic Street to be picked by the crane from the front (west) side of the building only immediately prior to be moved to and into the building for use during construction.

The big truck deliveries will be as follows (approximately)

Crane -12 Truck Loads

Steel - 8 to 10 Truck Loads

Concrete -15 Truck Loads a floor (all floors will be poured from a boom pump truck from the Atlantic Street front laydown area expect the back of floors 7,8,9, 10 and 11 which the boom truck cannot reach from the front (West)

Exterior wall panel system -50 to 60 trucks

There will be small truck deliveries i.e., Sheetrock, light fixtures, etc. These smaller trucks, including small boom trucks, will be offloaded behind the fence in the rear area and such trucks will not be staged or idling on Town Center Drive (“TCD”); it being the express intent of and requirement that TCD and the ramp leading from Atlantic Street and the uppr floors of the parking garage remain open and operational for the free flow of traffic without police presence at all times.

Durations

Once permits are obtained (all approximate and weather permitting)

2 weeks for fence install/ trailer placement

2 Weeks to erect the crane

3 to 4 Weeks with Excavation Equipment

4 to 8 weeks for steel erecting

6 to 8 weeks steel work on building

2 weeks to pour floors

10 to 12 months enclose the building



2 weeks to remove crane
6 to 8 months for interior building
2 months final punch list and closeout
18 to 24 Months total time
Fence is removed
Building is opened for public

Manpower

The site will have the following approximate number of workers. This number could be adjusted based on final approved drawings.

During erecting -6 to 8 people
During steel work (squaring the building and certifying it) 6 to 8 people
Pouring floors -10 people
Exterior of the building - 8 people Interior work - up to 70 people

Overall View

Having built in Stamford my whole life and this will be the third building Magna has worked on in 5 years just on Atlantic Street, I can assure you that the site will be kept clean and orderly. The traffic will be kept to a minimum and only when necessary. With open communication we can stop all traffic to the site or arrange off hour delivery during certain select times. i.e., Pickleball Tournaments and or holiday shopping. For the most part there will be none to very little Saturday or Sunday deliveries to the site.

If you have any other concerns that we didn't address *here* please let us know and we will be happy to sit with your team to make sure they feel comfortable.

The project will have a Construction Liaison available twenty-four hours and a day, seven days a week during construction. At least 30 days prior to the commencement of any construction activities, and thereafter weekly, and the Construction Liaison shall meet with the owner of

Stamford Town Center to discuss logistics and advise of any upcoming events and activities; it being the express intent that the owner of Stamford Town Center be made aware of such events and activities so that it can keep its tenants informed of same

30 Piave Street, Stamford, CT 06902 · 203.517.0214 · www.magnacl.com



Further Assurances

Recognizing that during the course of construction unanticipated circumstances may arise the property owner, its successor(s) or assign(s), agent(s), contractor(s) and/or employee(s) (collectively the “Developer”) states, acknowledges and agrees that the use of TCD and the ramp from Atlantic Street to the upper floors of the parking garage, is critical to the use and operations of Stamford Town Center and therefore the Developer commits to keeping TCD and the ramp continuously open and operation in the same manner as exists prior to the initiation of construction activities. Any compromise on these conditions shall require the consent and approval of the owner of Stamford Town Center.

PARKING AGREEMENT

This **PARKING AGREEMENT** (the “Agreement”) is made by and between **OLD TOWN SQUARE, LLC (“OTS”)**, and the **CITY OF STAMFORD (“The City”)**.

WHEREAS, the City is the owner and manager of the Bell Street Parking Garage located at 28 Bell Street, Stamford, Connecticut (the “Garage”).

WHEREAS, OTS desires to obtain the nonexclusive right to park sixty (60) vehicles owned or operated by authorized OTS users (“OTS Users”) at the Garage;

WHEREAS, the City is willing to permit OTS Users to utilize the Garage in accordance with the terms and conditions set forth herein:

NOW, THEREFORE, OTS and The City hereby agree as follows:

- 1. Term and Termination.** The Term of this Agreement (the “Term”) shall be for one (1) year commencing on the day a certificate of occupancy is issued to OTS or its successor in interest for a hotel building on the property commonly known as 160 Atlantic Street, Stamford Connecticut (the “Premises”) (the “Commencement Date”) and expiring one (1) year subsequent thereto, unless earlier terminated in accordance with Section 11 herein. Provided that there is no event of default, OTS shall have the right to renew this Agreement for successive periods of one (1) year by providing the City with prior written notice of its intent to extend the Term at least 90 days prior to the expiration of the Term or the extended Term, as the case may be; provided that the total term of this Parking Agreement shall not exceed five (5) years. On any occasion upon which this Agreement is extended, the amount of the Parking Fee shall be subject to adjustment in the event that the City has increased parking rates for the Garage.
- 2. Parking Rights.** The City does hereby grant to OTS as of the Commencement Date, and OTS does hereby accept from the City, the nonexclusive right to park sixty (60) vehicles owned or operated by OTS Users, at the Garage in unreserved spaces, subject to the terms and conditions set forth in this Agreement (the “Parking Rights”).
- 3. Parking Fee.** OTS shall pay the City a fee for the Parking Rights (“Parking Fee”) in accordance with the payment schedule listed in Exhibit A, attached hereto and made a part hereof. Payment of the Parking Fee shall be paid by OTS to the City by the first of each calendar month, in advance, during the Term. The first payment shall be due on the first of the month following the month in which this Agreement is executed by both parties.
- 4. Administration of Parking Rights.** The Parking Rights shall be administered by the City by Hang Tags, which shall allow entry to the Garage without the need to take a ticket and shall allow exit without payment. The Garage shall be operated on a self-parking basis, and OTS Users utilizing the Parking Rights granted by this Agreement shall be obligated to park and remove their own vehicles.

5. Hang Tags. Hang tags shall be issued, activated and deactivated by the City. OTS shall distribute to the employees and/or customers of the business(es) operated at the Premises (the "OTS Users") Hang Tags based upon the information provided by OTS to the City per Exhibit B attached hereto and made a part herof, and thereafter, OTS shall periodically provide the City with a list of OTS Users authorized to utilize the Parking Rights under this Agreement. In the event that any information changes on the list, including the removal or addition of OTS Users, OTS shall provide the City with written notice of any changes within five (5) business days. A Hang Tag shall be used only by the OTS User to whom it is issued. The City may, from time to time, reasonably verify that the user of a Hang Tag is an authorized OTS User. In cases of unauthorized use of a Hang Tag, the City may refer the matter to OTS for investigation and to take appropriate action to curtail the unauthorized use. In the event the Hang Tag of a OTS User is lost or stolen, the City shall replace such Hang Tag and charge OTS the administrative fee listed in Exhibit A. At the sole option of the City, a system other than Hang Tags may be used, upon thirty (30) days' written notice by the City to OTS.

6. Permitted Use. OTS shall use the Parking Rights solely for parking of vehicles owned or operated by OTS and OTS Users. OTS shall endeavor not to allow any act to be done or any condition to exist in the Garage, or any article to be brought thereon, which may make void or render voidable any insurance policy then in force with respect to the Garage. Notwithstanding the foregoing, The City acknowledges and agrees that OTS will not be in default under this Agreement in the event of a violation by any OTS User of the Parking Rights of (i) any of the City's rules and regulations for the use of the Garage or (ii) the prohibitions set forth in the immediately preceding sentence. However, OTS will be in default if the City notifies OTS in writing of repeated such violations by a OTS User and if OTS does not within thirty (30) days of such notice (i) cause such User to cease such violations or (ii) terminate the rights of such User to use the Parking Rights. Users shall park on Garage Levels 3 and above in those spaces designated for Monthly Parkers. In the sole discretion of the City, the designated spaces may be changed, upon thirty (30) days' written notice from the City to OTS.

7. Maintenance of Garage. The City shall operate the Garage in accordance with applicable rules, laws, orders and regulations. The City shall maintain the Garage, including the foundations, structure, roof, elevators, stairways, lighting, walls and floors of the Garage, including striping, in clean, neat and good and safe condition and in good order and repair. The City shall maintain the areas for ingress to the Garage and egress from the Garage and between the Garage and public walkways and roadways in a clean, neat, safe condition, free of snow and ice, and in first class order and repair. Except in cases of emergency, the cleaning, maintenance and repair of the Garage shall be phased to the extent practicable to minimize interference with the Parking Rights.

8. Insurance Requirements. OTS shall maintain an insurance policy with liability and bodily injury coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate per year. OTS shall also maintain an insurance policy with property damage coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate per year and an excess/umbrella insurance policy in an amount not less than \$5,000,000. Copies of all policies shall be provided to the City upon request.

9. Events of Default.

For purposes of this Agreement, any of the following shall be deemed an “Event of Default” unless cured within the applicable grace periods:

- a. Non-payment of the Parking Fee or any part thereof or other charges required by this Agreement to be paid by OTS for ten (10) day after OTS shall have received notice from the City specifying such default.
- b. A failure by OTS to perform any other material covenant or condition of this Agreement, or if the Parking Rights are abandoned by OTS, for thirty (30) days after OTS receives notice from the City specifying such default, provided however, if OTS commences such performance to cure said default within such thirty (30) day period, and diligently pursues such performance, then OTS shall have a reasonable period of time to complete such performance to cure said default.
- c. A failure by the City to perform any material covenant or condition of this Agreement for thirty (30) days after the City receives notice from OTS specifying such default, provided however, if the City commences such performance to cure said default within such thirty (30) day period, and diligently pursues such performance, then the City shall have a reasonable time to complete such performance to cure said default.

10. Limitation of Liability. The City shall not be liable to OTS for loss due to fire, theft vandalism collision or other damage, except to the extent that such damage arises from the gross negligence or willful misconduct of the City or its respective officers, employees, and agents. The City and its respective officers, employees, and agents shall not be liable to OTS for injuries or liabilities suffered by OTS or OTS Users or any other person that may occur in connection with this Agreement, except to the extent that such injuries or liabilities arise from the negligence or misconduct of the City or its respective officers, employees, and agents.

11. Termination.

- a. Either party shall have the right to terminate immediately citing an Event of Default, as described in Section 9 above, by providing the other party with notice of termination in accordance with Section 12 below.
- b. Notwithstanding the foregoing, either party may terminate this Agreement for any reason by providing 30 days prior written notice to the other party of its intent to terminate the Agreement in accordance with Section 12 below.

12. Notice. Any notice required or permitted under this Agreement or required by law will be in writing and will be: (i) sent by first class mail; (ii) sent by overnight air courier; or (iii) sent by email, in each case to the appropriate address as set forth below or as notified by the other party in accordance with this section. Notices will be deemed given three (3) business days after deposit in the mail; one (1) day after delivery to an overnight air courier service; or, if notice is delivered by email, upon confirmation of delivery to the intended recipient. Each party shall have the right to change the place or person to which notices, requests, demands, and communications hereunder shall be sent or delivered by delivering a notice to the other party.

If to OTS:

Nagi M. Osta, Member
Old Town Square, LLC
828 High Ridge Road
Stamford, CT 06905

Email: nagi@nagijewelers.com

If to the City:

City of Stamford
Department of Transportation, Traffic and Parking
Attn: Transportation Bureau Chief
888 Washington Boulevard, 7th Floor
Stamford, CT 06901

Email: fpetise@stamfordct.gov

13. Assignment and Amendment. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall not be amended, changed or modified in any way unless in writing executed by the parties and approved by the Director of Legal Affairs for the City.

14. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the City, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

15. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut without regard to its conflicts of law principles, and by the Charter and Code of Ordinances of the City of Stamford, to the extent that they do not conflict with State of Connecticut law.

16. Severability. If any term, provision or condition contained in this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

17. Superseding Agreement. This Agreement supersedes any and all prior agreements in regard to the Garage between the parties hereto and any and all such prior agreements are hereby deemed void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) indicated below.

OLD TOWN SQUARE, LLC

By: _____
Nagi M. Osta, Member

Date: _____

CITY OF STAMFORD

By: _____
Caroline Simmons
Mayor

Date: _____

APPROVED AS TO FORM:

Burt Rosenberg
Burt Rosenberg
Asst. Corporation Counsel

EXHIBIT A

Parking Fees

- Monthly Parking Fee:** OTS shall pay The City \$75.00 per month per Hang Tag beginning on the Commencement Date plus State of Connecticut sales tax.
- Hang Tag Fee:** There shall be no fee for the City's initial issuance of any Hang Tag issued under this Agreement.
- Replacement Hang Tag Fee:** In the event Hang Tag of a OTS User is lost or stolen, The City shall replace such Hang Tag and charge OTS \$20.00 per replacement.

EXHIBIT B

Access Card #	Primary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
	Secondary Vehicle Year/Make/Model/Color				
	Year	Make	Model	Color	
Vehicle Operator's Name(s)		Driver's License Number & State			Name on Vehicle Registration
Access Card #	Primary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
	Secondary Vehicle Year/Make/Model/Color				
	Year	Make	Model	Color	
Vehicle Operator's Name(s)		Driver's License Number & State			Name on Vehicle Registration
Access Card #	Primary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
	Secondary Vehicle Year/Make/Model/Color				
	Year	Make	Model	Color	
Vehicle Operator's Name(s)		Driver's License Number & State			Name on Vehicle Registration
Access Card #	Primary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
	Secondary Vehicle Year/Make/Model/Color				
	Year	Make	Model	Color	
Vehicle Operator's Name(s)		Driver's License Number & State			Name on Vehicle Registration

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- 1. Term and Termination.** The Term of this Agreement (the “Term”) shall be for one (1) year commencing on the ~~day a certificate of occupancy is issued to OTS or its successor in interest for a hotel building on the property commonly known as 160 Atlantic Street, Stamford Connecticut (the “Premises”)~~ execution of this Agreement by both parties (the “Commencement Date”) and expiring one (1) year subsequent thereto, unless earlier terminated in accordance with Section 11 herein. Provided that there is no event of default, OTS shall have the right to renew this Agreement for successive periods of one (1) year by providing the City with prior written notice of its intent to extend the Term at least 90 days prior to the expiration of the Term or the extended Term, as the case may be; provided that the total term of this Parking Agreement shall not exceed five (5) years. On any occasion upon which this Agreement is extended, the amount of the Parking Fee shall be subject to adjustment in the event that the City has increased parking rates for the Garage.
- 2. Parking Rights.** The City does hereby grant to OTS as of the Commencement Date, and OTS does hereby accept from the City, the nonexclusive right to park ~~up to~~ sixty (60) vehicles owned or operated by OTS Users, ~~between the hours of 6:00 A.M. and 11:00 P.M.~~ at the Garage in unreserved spaces, subject to the terms and conditions set forth in this Agreement (the “Parking Rights”).
- 3. Parking Fee.** OTS shall pay the City a fee for the Parking Rights (“Parking Fee”) in accordance with the payment schedule listed in Exhibit A, attached hereto and made a part herof. Payment of the Parking Fee shall be paid by OTS to the City by the first of each calendar month, in advance, during the Term. The first payment shall be due on the first of the month following the month in which this Agreement is executed by both parties.
- 4. Administration of Parking Rights.** The Parking Rights shall be administered by the City by Hang Tags, which shall allow entry to the Garage without the need to take a ticket and shall allow exit without payment. The Garage shall be operated on a self-

parking basis, and OTS Users utilizing the Parking Rights granted by this Agreement shall be obligated to park and remove their own vehicles.

5. Hang Tags. Hang tags shall be issued, activated and deactivated by the City. OTS shall distribute to ~~its~~ the employees and/or customers of the business(es) operated at the Premises (the "OTS Users") Hang Tags based upon the information provided by OTS to the City per Exhibit B attached hereto and made a part herof, and thereafter, OTS shall periodically provide the City with a list of OTS Users authorized to utilize the Parking Rights under this Agreement. In the event that any information changes on the list, including the removal or addition of OTS Users, OTS shall provide the City with written notice of any changes within five (5) business days. A Hang Tag shall be used only by the OTS User to whom it is issued. The City may, from time to time, reasonably verify that the user of a Hang Tag is an authorized OTS User. In cases of unauthorized use of a Hang Tag, the City may refer the matter to OTS for investigation and to take appropriate action to curtail the unauthorized use. In the event the Hang Tag of a OTS User is lost or stolen, the City shall replace such Hang Tag and charge OTS the administrative fee listed in Exhibit A. At the sole option of the City, a system other than Hang Tags may be used, upon thirty (30) days' written notice by the City to OTS.

6. Permitted Use. OTS shall use the Parking Rights solely for parking of vehicles owned or operated by OTS and OTS Users. OTS shall endeavor not to allow any act to be done or any condition to exist in the Garage, or any article to be brought thereon, which may make void or render voidable any insurance policy then in force with respect to the Garage. Notwithstanding the foregoing, The City acknowledges and agrees that OTS will not be in default under this Agreement in the event of a violation by any OTS User of the Parking Rights of (i) any of the City's rules and regulations for the use of the Garage or (ii) the prohibitions set forth in the immediately preceding sentence. However, OTS will be in default if the City notifies ~~the University~~ OTS in writing of repeated such violations by a OTS User and if OTS does not within thirty (30) days of such notice (i) cause such User to cease such violations or (ii) terminate the rights of such User to use the Parking Rights. Users shall park on Garage Levels 3 and above in those spaces designated for Monthly Parkers. In the sole discretion of the City, the designated spaces may be changed, upon thirty (30) days' written notice from the City to OTS.

7. Maintenance of Garage. The City shall operate the Garage in accordance with applicable rules, laws, orders and regulations. The City shall maintain the Garage, including the foundations, structure, roof, elevators, stairways, lighting, walls and floors of the Garage, including striping, in clean, neat and good and safe condition and in good order and repair. The City shall maintain the areas for ingress to the Garage and egress from the Garage and between the Garage and public walkways and roadways in a clean, neat, safe condition, free of snow and ice, and in first class order and repair. Except in cases of emergency, the cleaning, maintenance and repair of the Garage shall be phased to the extent practicable to minimize interference with the Parking Rights.

8. Insurance Requirements. ~~OTS~~ The City shall maintain an insurance policy with liability and bodily injury coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate per year. ~~OTS~~ The City shall also maintain an insurance policy with

property damage coverage of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate per year and an excess/umbrella insurance policy in an amount not less than \$5,000,000. Copies of all policies shall be provided to [the City-OTS](#) upon request.

9. Events of Default.

For purposes of this Agreement, any of the following shall be deemed an “Event of Default” unless cured within the applicable grace periods:

- a. Non-payment of the Parking Fee or any part thereof or other charges required by this Agreement to be paid by OTS for ten (10) day after OTS shall have received notice from the City specifying such default.
- b. A failure by OTS to perform any other material covenant or condition of this Agreement, or if the Parking Rights are abandoned by OTS, for thirty (30) days after OTS receives notice from the City specifying such default, provided however, if OTS commences such performance to cure said default within such thirty (30) day period, and diligently pursues such performance, then OTS shall have a reasonable period of time to complete such performance to cure said default.
- c. A failure by the City to perform any material covenant or condition of this Agreement for thirty (30) days after the City receives notice from OTS specifying such default, provided however, if the City commences such performance to cure said default within such thirty (30) day period, and diligently pursues such performance, then the City shall have a reasonable time to complete such performance to cure said default.

10. Limitation of Liability. The City shall not be liable to OTS for loss due to fire, theft vandalism collision or other damage, except to the extent that such damage arises from the gross negligence or willful misconduct of the City or its respective officers, employees, and agents. The City and its respective officers, employees, and agents shall not be liable to OTS for injuries or liabilities suffered by OTS or OTS Users or any other person that may occur in connection with this Agreement, except to the extent that such injuries or liabilities arise from the negligence or misconduct of the City or its respective officers, employees, and agents.

11. Termination.

- a. Either party shall have the right to terminate immediately citing an Event of Default, as described in Section 9 above, by providing the other party with notice of termination in accordance with Section 12 below.
- b. Notwithstanding the foregoing, either party may terminate this Agreement for any reason by providing 30 days prior written notice to the other party of its intent to terminate the Agreement in accordance with Section 12 below.

12. Notice. Any notice required or permitted under this Agreement or required by law will be in writing and will be: (i) sent by first class mail; (ii) sent by overnight air courier; or (iii) sent by email, in each case to the appropriate address as set forth below or as notified by the other party in accordance with this section. Notices will be deemed given three (3) business days after deposit in the mail; one (1) day after delivery to an overnight air courier service; or, if notice is delivered by email, upon confirmation of delivery to the intended recipient. Each party shall have the right to

change the place or person to which notices, requests, demands, and communications hereunder shall be sent or delivered by delivering a notice to the other party.

If to OTS:

Nagi M. Osta, Member
Old Town Square, LLC
828 High Ridge Road
Stamford, CT 06905

Email: nagi@nagijewelers.com

If to the City:

City of Stamford
Department of Transportation, Traffic and Parking
Attn: Transportation Bureau Chief
888 Washington Boulevard, 7th Floor
Stamford, CT 06901

Email: fpetise@stamfordct.gov

13. Assignment and Amendment. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall not be amended, changed or modified in any way unless in writing executed by the parties and approved by the Director of Legal Affairs for the City.

14. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the City, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

15. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut without regard to its conflicts of law principles, and by the Charter and Code of Ordinances of the City of Stamford, to the extent that they do not conflict with State of Connecticut law.

16. Severability. If any term, provision or condition contained in this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

17. Superseding Agreement. This Agreement supersedes any and all prior agreements in regard to the Garage between the parties hereto and any and all such prior agreements are hereby deemed void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) indicated below.

OLD TOWN ~~CENTER SQUARE~~, LLC

By: _____
Nagi M. Osta, Member

Date: _____

CITY OF STAMFORD

By: _____
Caroline Simmons
Mayor

Date: _____

APPROVED AS TO FORM:

Burt Rosenberg
Burt Rosenberg
Asst. Corporation Counsel

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EXHIBIT A

Parking Fees

- Monthly Parking Fee:** OTS shall pay The City \$75.00 per month per Hang Tag beginning on the Commencement Date plus State of Connecticut sales tax.
- Hang Tag Fee:** There shall be no fee for the City's initial issuance of any Hang Tag issued under this Agreement.
- Replacement Hang Tag Fee:** In the event Hang Tag of a OTS User is lost or stolen, The City shall replace such Hang Tag and charge OTS \$20.00 per replacement.

EXHIBIT B

Access Card #	Primary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
	Secondary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
Vehicle Operator's Name(s)		Driver's License Number & State		Name on Vehicle Registration	
Access Card #	Primary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
	Secondary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
Vehicle Operator's Name(s)		Driver's License Number & State		Name on Vehicle Registration	
Access Card #	Primary Vehicle Year/Make/Model/Color				License Plate Number & State
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	Year	Make	Model	Color	
	Secondary Vehicle Year/Make/Model/Color				License Plate Number & State
	Year	Make	Model	Color	
Vehicle Operator's Name(s)		Driver's License Number & State		Name on Vehicle Registration	

Zoning Data Chart Template

Project Name – OLD TOWNE HOTEL

Application number –

Address – 160 ATLANTIC STREET

Zoning District(s) - If multiple Zoning Districts, provide requirement and compliance for each portion of site under the different district - CC

Zoning Section		Required/ Permitted	Existing Conditions	Proposed	Notes (Indicate compliance or Zoning Section for Special Permit if applicable)
	Lot Size	4,000 sq.ft.	9,246 sq.ft	9,246 sq.ft.	Complies
	Gross Floor Area	5,641 sq.ft.	5,641 sq.ft.	55,402 sq.ft.	Complies
	Zoning Floor Area				
	Residential				
	Commercial	55,476 sq.ft.	5,641 sq.ft.	55,402 sq.ft.	Complies
	Community Facility				
	Industrial				
	Total	55,476 sq.ft.	5,641 sq.ft	55,402 sq.ft.	Complies
	F.A.R.	6.0	0.61	5.99	Appendix B, footnote 23
	Residential				
	Commercial	6.0	0.61	5.99	Appendix B, footnote 23
	Community Facility				
	Industrial				
	Total	6.0	0.61	5.99	Appendix B, footnote 23
	Number of units				
	Below Market Rate Units (# and %)				
	Number of seats/ beds / employees if applicable			82 rooms 10 suites 102 beds	Appendix B, footnote 23
	Density(Units/Acre)				
	Street Frontage	40'	191.75'	191.75'	See maps 10, 838 & 10,247 SLR
	Building Coverage (Area and %)	80%	5,558 sq. ft. 60.1%	6,562 sq. ft. 71.0%	Per Chung plan dated March 22, 2023 and D'Andrea plan dated June 26, 2023 submitted herewith
	Lot coverage (Area and %)	100%	9,006 sq. ft. 97.4%	9,011 sq. ft. 97.5%	Per Chung plan dated March 22, 2023 and D'Andrea plan dated June 26, 2023 submitted herewith
	Building Height (Feet)		Approx. 40.0'	140.51	Complies per Appendix B, footnote 13
	Number of floors		3	11	Complies per Appendix B, footnote 11
	Active ground floor (sq.ft. and %) if applicable		4,200 sq.ft.	5,844 sq.ft.	
	Yards				
	Front yard (Streetline)	Appendix B, footnote 7	0.0'	0.0	Complies per Appendix B, footnote 7
	Front yard (St centerline)	Appendix B, footnote 7	28.3'	28.3'	Complies per Appendix B, footnote 7
	Rear yard	Appendix B, footnote 7	0.2'	0.2'	Appendix B, footnote 7
	Side yard	Appendix B, footnotes 7 and 21	6.3/58.4 64.7 totsl	6.3'/38.5' 44.8' total	Complies per Appendix B, footnotes 7 and 21

	Parking				
	Residential parking				
	Commercial parking	46	Approx. 12 (most encroach)	60 offsite; 1 on site	Complies per Appendix B, footnote 23
	Community Facility parking	N/A	0	N/A	
	Industrial parking	N/A	0	N/A	
	Public open space parking	N/A	0	N/A	
	Bike parking	9 class A; 23 class B	0	12 class A; 27 class B	Complies per §12.J.C.3
	# of levels of parking garage (if applicable)	N/A	0	N/A	
	Square footage of parking area	N/A	2,836 sq.ft.	1,932 sq.ft. (including under building)	
	Parking setback	10' from street; 5' from building	0' from street; 10' from building	18' from street; 0' from building	Complies per §12.C.1
	Open space (Area and %)				
	Active (If separate)	N/A	0	N/A	
	Passive (If separate)	N/A	0	N/A	
	Street Trees				
	Existing	N/A	0	N/A	
	Proposed	N/A	0	N/A	
	Total	N/A	0	N/A	

	Signage				
	Wall signs (# and size)	1 front @ 82.5 sq.ft; 1 rear @ 60 sq.ft; 2 sides @ 60 sq.ft ea..	none	1 front @ 80 sq.ft; 2 sides @ 60 sq.ft ea..	Complies per §13 (H)
	Ground Signs (# and size)		none	none	
	Blade signs (# and size)		none	none	
	Fence height	N/A	0	N/A	

updated 8/02/2023

Zoning Data Chart Template

Project Name – OLD TOWNE HOTEL

Application number –

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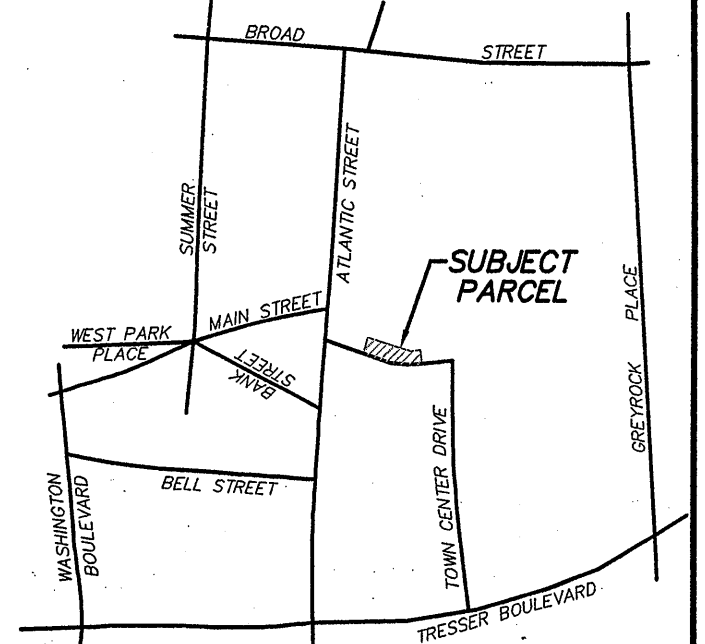
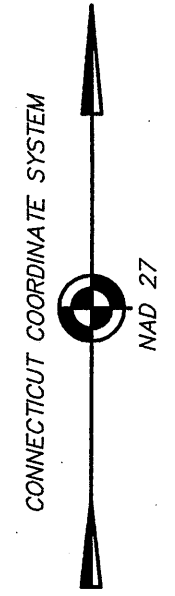
	Parking				
	Residential parking				
	Commercial parking	46	Approx. 12 (most encroach)	6560 offsite; 1 on site	Complies per Appendix B, footnote 23
	Community Facility parking	N/A	0	N/A	
	Industrial parking	N/A	0	N/A	
	Public open space parking	N/A	0	N/A	
	Bike parking	9 class A; 23 class B	0	12 class A; 27 class B	Complies per §12.J.C.3
	# of levels of parking garage (if applicable)	N/A	0	N/A	
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	Street Trees				
	Existing	N/A	0	N/A	
	Proposed	N/A	0	N/A	
	Total	N/A	0	N/A	

	Signage				
	Wall signs (# and size)	1 front @ 82.5 sq.ft; 1 rear @ 60 sq.ft; 2 sides @ 60 sq.ft ea..	none	1 front @ 80 sq.ft; 2 sides @ 60 sq.ft ea..	Complies per §13 (H)
	Ground Signs (# and size)		none	none	
	Blade signs (# and size)		none	none	
	Fence height	N/A	0	N/A	

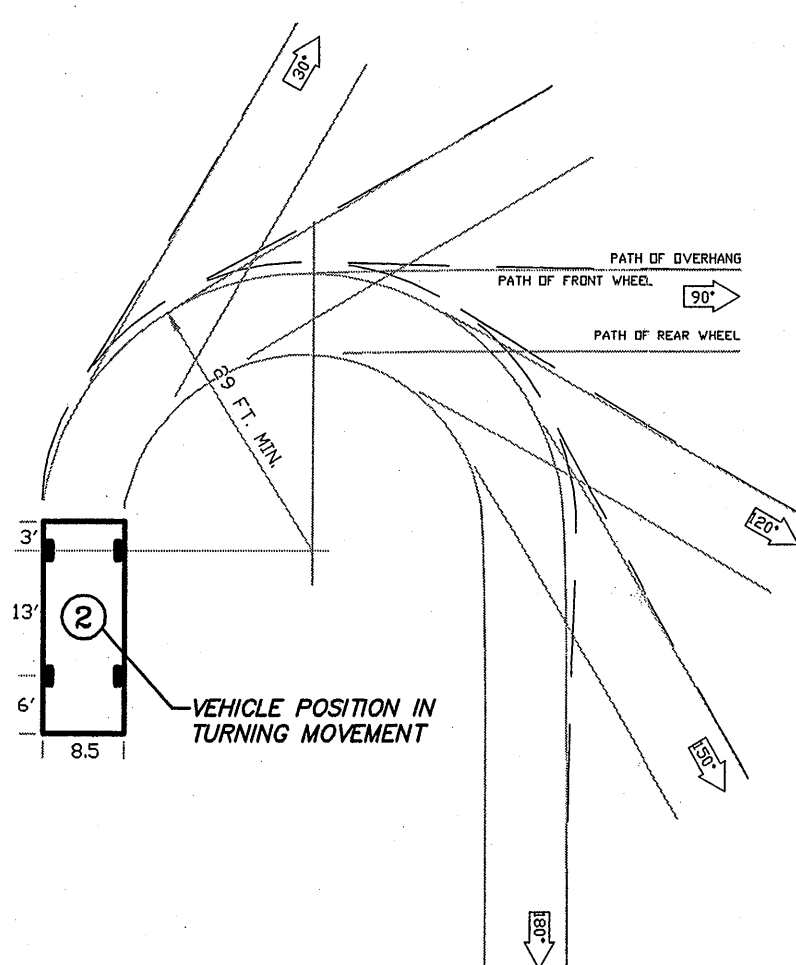
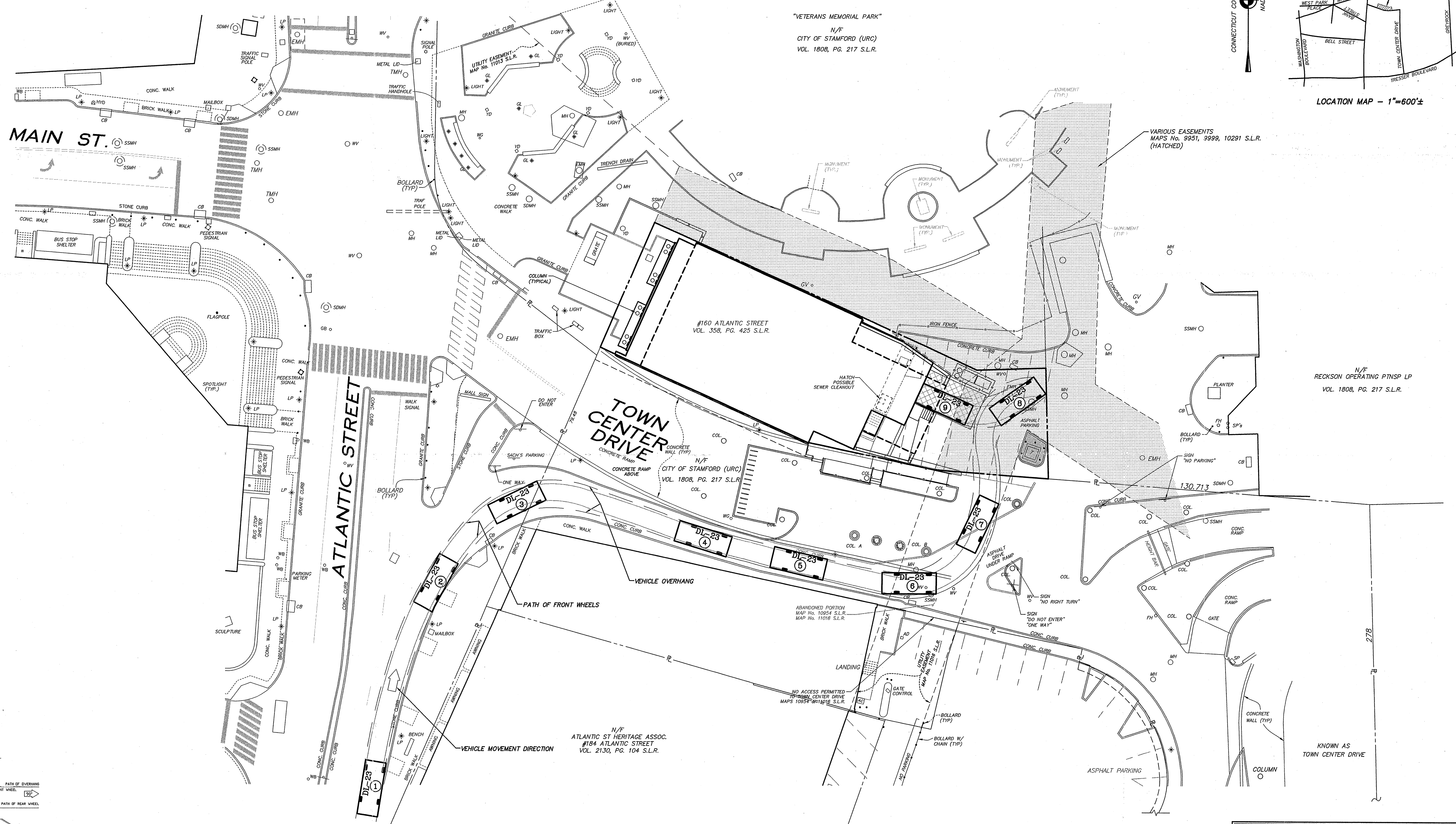
updated 8/02/2023

GENERAL SURVEYING NOTES

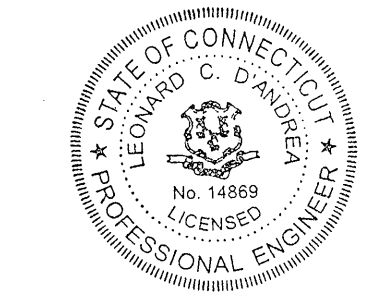
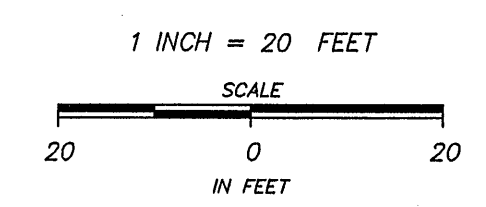
1. THE PURPOSE OF THIS PLAN IS TO DEMONSTRATE TURNING MOVEMENTS OF AN SU-30 DELIVERY VEHICLE ENTERING AND EXITING THE PROPERTY.
2. TURNING TEMPLATES DEPICT AASHTO SU-30 VEHICLE MOVEMENTS.
3. REFER TO PLANS AND MAPS PREPARED BY D'ANDREA SURVEYING & ENGINEERING, P.C. FOR EXISTING AND PROPOSED IMPROVEMENTS.
4. PROPOSED BUILDING IMPROVEMENTS ARE BASED ON ARCHITECTURAL PLANS PREPARED BY DO H. CHUNG & PARTNERS.
5. REFER TO "LANDSCAPE PLAN" PREPARED BY ENVIRONMENTAL LAND SOLUTIONS, LLC.



LOCATION MAP - 1"=600'±



DL-23
AASHTO



REV.	DATE	DESCRIPTION
3	6-27-23	TURNING MOVEMENT PLAN
2	6-26-23	TURNING MOVEMENT PLAN
1	5-2-23	TURNING MOVEMENT PLAN
0	4-20-22	TURNING MOVEMENT PLAN

REV. DATE DESCRIPTION
LEONARD C. D'ANDREA CT. PE No. 14869
Leonard C. D'Andrea 6-27-23
ENGINEER DATE

D'ANDREA SURVEYING & ENGINEERING, P.C.
LAND PLANNERS
ENGINEERS
SURVEYORS

P.O. BOX 549
RIVERSIDE, CT 06878

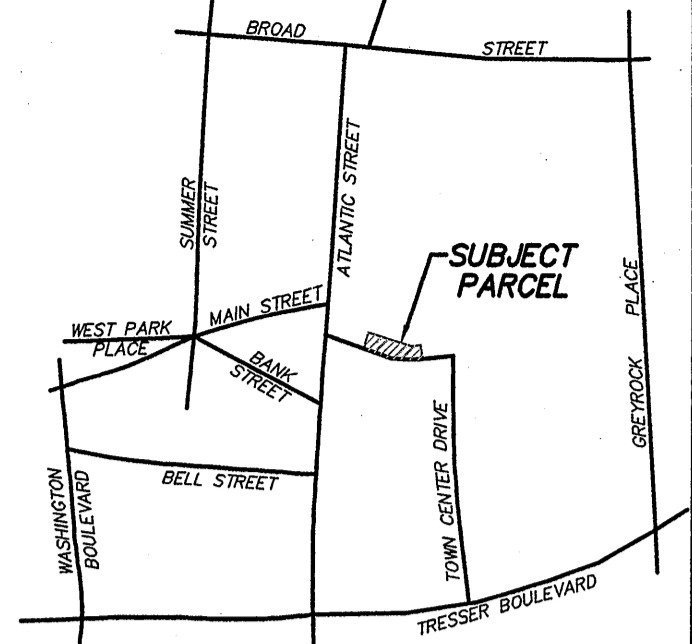
6 NEIL LANE
TEL. 637-1779

PROJECT	THE OLD TOWNE HOTEL TURNING MOVEMENT PLAN
PREPARED FOR	OLD TOWN SQUARE, LLC
LOCATION	160 ATLANTIC STREET STAMFORD, CONNECTICUT
2 OF 2	TRUCK LOADING AND UNLOADING

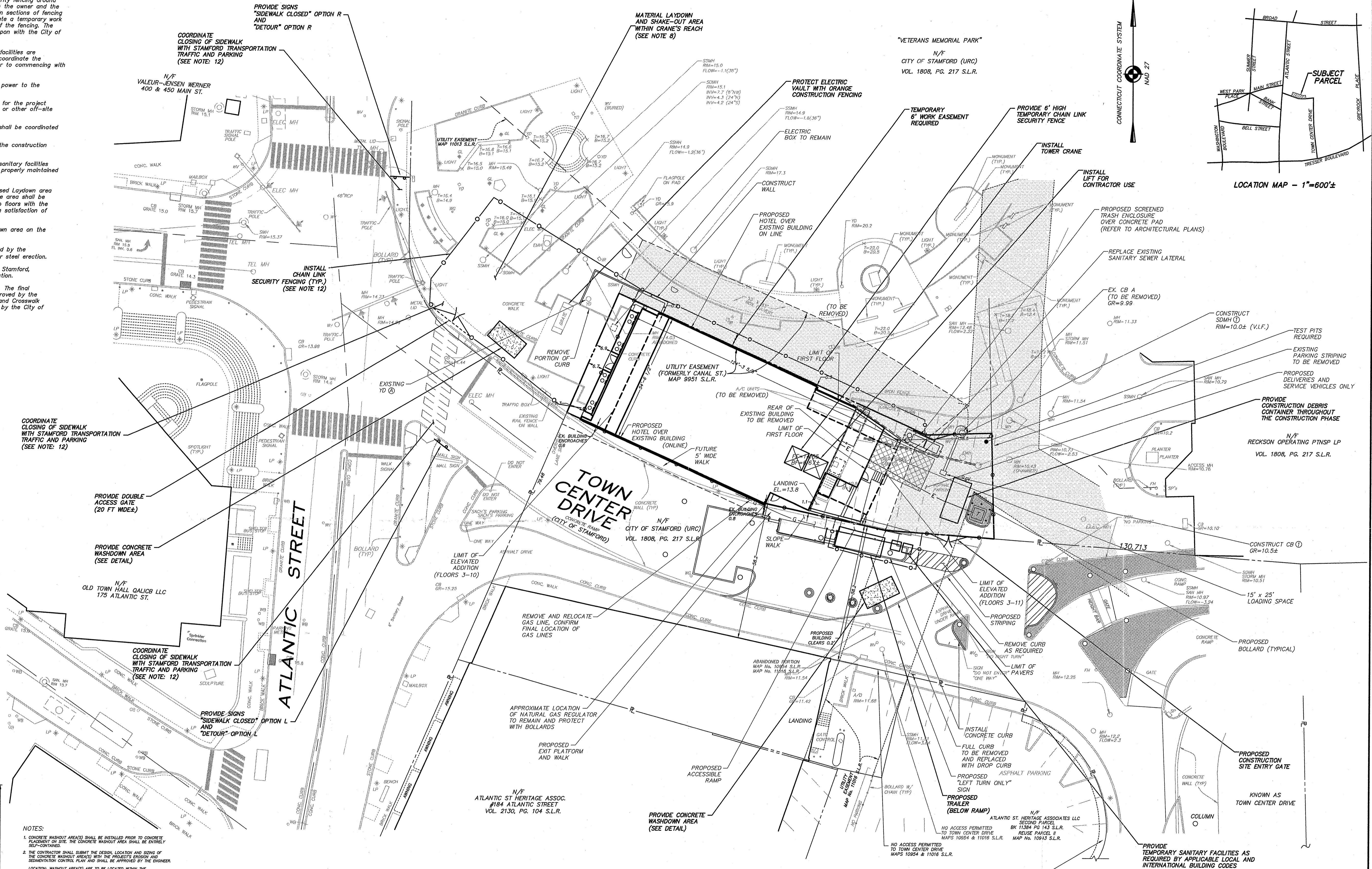
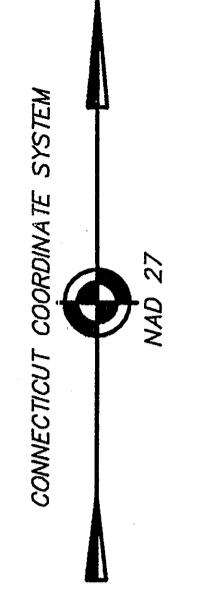
ATLANTIC_STREET_0218_0112.DWG (6:1)

Notes:

- The contractor shall be required to coordinate and install security fencing around the entire project limits as noted herein or as agreed to with the owner and the City of Stamford Office of Operations. As noted herein, certain sections of fencing fall outside of the property boundary. The owner shall coordinate a temporary work easement with the City of Stamford prior to the installation of the fencing. The location of the double access gate shall be mutually agreed upon with the City of Stamford prior to the installation of the fencing.
- Material laydown area, project trailer, and temporary sanitary facilities are proposed outside of the property boundary. The owner shall coordinate the temporary use of this area below the Stamford Mall ramp prior to commencing with construction.
- The contractor shall be responsible for coordinating temporary power to the project trailer.
- The owner and/or contractor shall coordinate off-site parking for the project workforce with the owner of the Stamford Mall parking garage or other off-site parking operator.
- The installation of the tower crane and contractor people lift shall be coordinated with the architect and structural engineer for the project.
- The contractor shall arrange for debris containers throughout the construction phase and containers shall not be overfilled.
- Contractor shall arrange for the proper number of temporary sanitary facilities throughout the construction phase and such facilities shall be properly maintained and sanitized throughout the construction phase.
- Permits shall be secured from the City of Stamford for Proposed Laydown area on west side of building over City of Stamford owned land. The area shall be used for steel and heavy/bulky material deliveries and lifted to floors with the Tower Crane. All vegetation shall be completely restored to the satisfaction of the City of Stamford.
- Concrete trucks shall be staged when needed within the Laydown area on the west side of the building, or behind the building as necessary.
- Major steel deliveries shall be made offsite (area to be secured by the contractor) and transferred to the Laydown area as needed for steel erection.
- Material delivery protocol shall be coordinated with the City of Stamford, Transportation, Traffic & Parking prior to the start of construction.
- Security fencing shall be chain link, 8 feet high with screening. The final location of off-site security fencing shall be reviewed and approved by the City of Stamford prior to the start of construction. Sidewalk and crosswalk closing and associated signage shall be reviewed and approved by the City of Stamford transportation, traffic and parking Division.

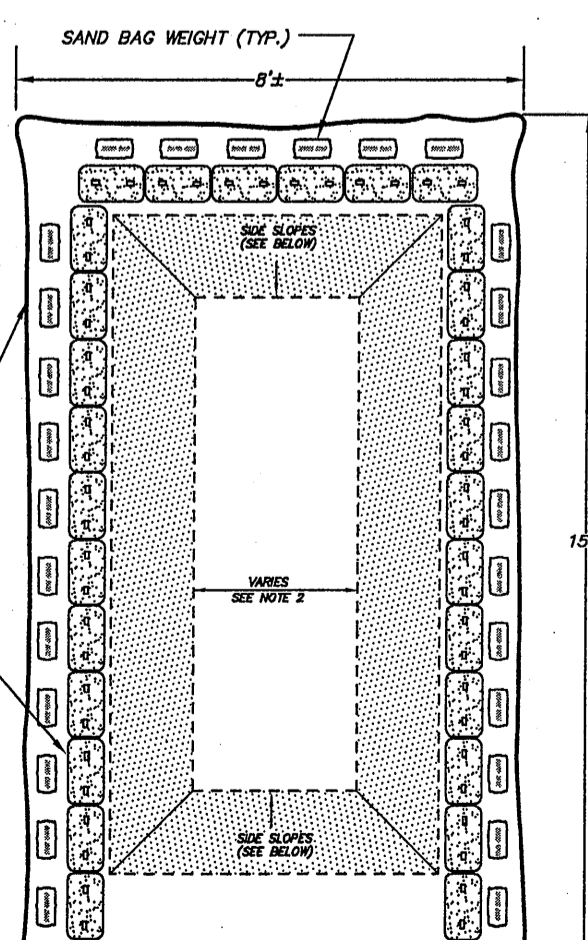


LOCATION MAP - 1"=600±



LEGEND

- UTILITY POLE
- GAS GATE
- WATER GATE
- UNDERGROUND UTILITY SERVICE: C=CABLE, E=ELECTRIC, G=GAS, T=TELEPHONE, W=WATER AS ORDERED BY ENGINEER
- A.O.B.E. VERIFY IN FIELD



NOTES:

- CONCRETE WASHOUT AREAS SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.
- THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREAS WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER.
- CONCRETE WASHOUT AREAS ARE TO BE LOCATED WITHIN THE EXISTING ANIMAL PARKING LOT AND AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAIN, OR OTHER SENSITIVE RESOURCE. THE FLOOD CONTROL PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.
- THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.
- SCREENED DISCHARGE IS UNACCEPTABLE. THEREFORE, HAY BALES OR OTHER CONTAINING MEASURES AS APPROVED BY THE ENGINEER SHOULD BE USED TO PREVENT THE FLOW OF CONCRETE WASTE FROM THE WASHOUT AREA FOR CONTAINMENT.
- DISKS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CONCRETE AREAS AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE TRUCKS AND PUMP TRUCKS. WASHOUT AREAS SHOULD BE FLAGGED WITH SAFETY FENCING OR OTHER APPROVED METHOD.
- WASHOUT AREAS ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, TRAILS, OR OVERFLOWING WASHOUT AREAS SHOULD BE CHECKED AFTER HEAVY RAINS.
- HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUTS HEIGHT. THE WASTE CAN BE STORED AT AN OFF-SITE LOCATION AS APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS, AND ORDINANCES.

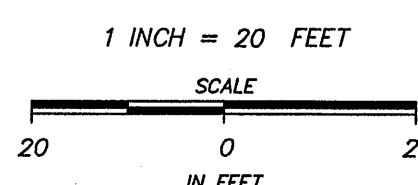


"SIDEWALK CLOSED, USE OTHER SIDE" SIGN DETAIL (OPTION R) N.T.S.

"SIDEWALK CLOSED, USE OTHER SIDE" SIGN DETAIL (OPTION L) N.T.S.

"DETOUR" SIGN DETAIL (OPTION R) N.T.S.

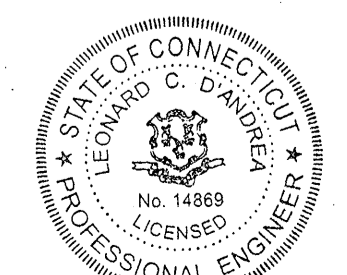
"DETOUR" SIGN DETAIL (OPTION L) N.T.S.



REV.	DATE	DESCRIPTION
8	8-21-23	EDITS TO PLAN
7	6-26-23	TRANSFORMER LOCATION
6	4-19-23	TRANSFORMER LOCATION
5	3-3-23	REVISED PARKING AND WALKS
4	2-7-23	REVISED PARKING AND WALKS
3	1-4-23	REVISED REAR ENTRANCE
2	4-14-22	ENGINEER BUREAU COMMENTS
1	10-18-21	RE-SUBMISSION Z.R.
0	6-16-21	INITIAL SUBMISSION

D'ANDREA SURVEYING & ENGINEERING, PC
 LAND PLANNERS
 ENGINEERS
 SURVEYORS
 P.O. BOX 549
 RIVERSIDE, CT 06878
 6 NEIL LANE
 TEL. 637-1779

PROJECT: **THE OLD TOWNE HOTEL**
 PREPARED FOR: **OLD TOWN SQUARE, LLC**
 LOCATION: **160 ATLANTIC STREET STAMFORD, CONNECTICUT**
 CONSTRUCTION LOGISTICS PLAN
 5 OF 5



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

Notes:

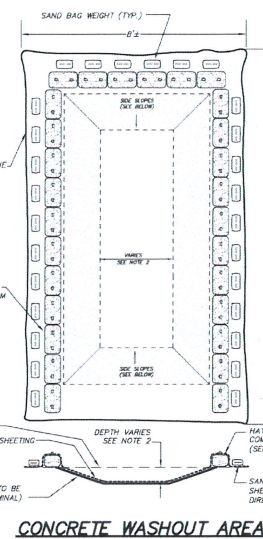
- The contractor shall be required to coordinate and install security fencing around the entire project limits as noted herein or as agreed to with the owner and the City of Stamford Office of Operations. As noted herein, certain sections of fencing fall outside of the property boundary. The owner shall coordinate a temporary work easement with the City of Stamford prior to the installation of the fencing. The location of the double access gate shall be mutually agreed upon with the City of Stamford prior to the installation of the fencing.
- Material laydown area, project trailer, and temporary sanitary facilities are proposed outside of the property boundary. The owner shall coordinate the temporary use of this area below the Stamford Mall ramp prior to commencing with construction.
- The contractor shall be responsible for coordinating temporary power to the project trailer.
- The owner and/or contractor shall coordinate off-site parking for the project workforce with the owner of the Stamford Mall parking garage or other off-site parking operator.
- The installation of the tower crane and contractor people lift shall be coordinated with the architect and structural engineer for the project.
- The contractor shall arrange for debris containers throughout the construction phase and containers shall not be overfilled.
- Contractor shall arrange for the proper number of temporary sanitary facilities throughout the construction phase and such facilities shall be properly maintained and sanitized throughout the construction phase.
- Permits shall be secured from the City of Stamford for Proposed Laydown area on west side of building over City of Stamford owned land. The area shall be used for steel and heavy/bulky material deliveries and lifted to floors with the Tower Crane.
- Concrete trucks shall be staged when needed within the Laydown area on the west side of the building, or behind the building as necessary.
- Major steel deliveries shall be made offsite (area to be secured by the contractor) and transferred to the Laydown area as needed for steel erection.
- Material delivery protocol shall be coordinated with the City of Stamford, Transportation, Traffic & Parking prior to the start of construction.
- Security fencing shall by chain link, 6 feet high with screening.

COLOR LEGEND

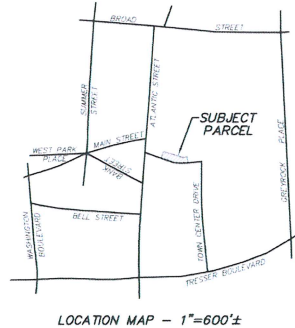
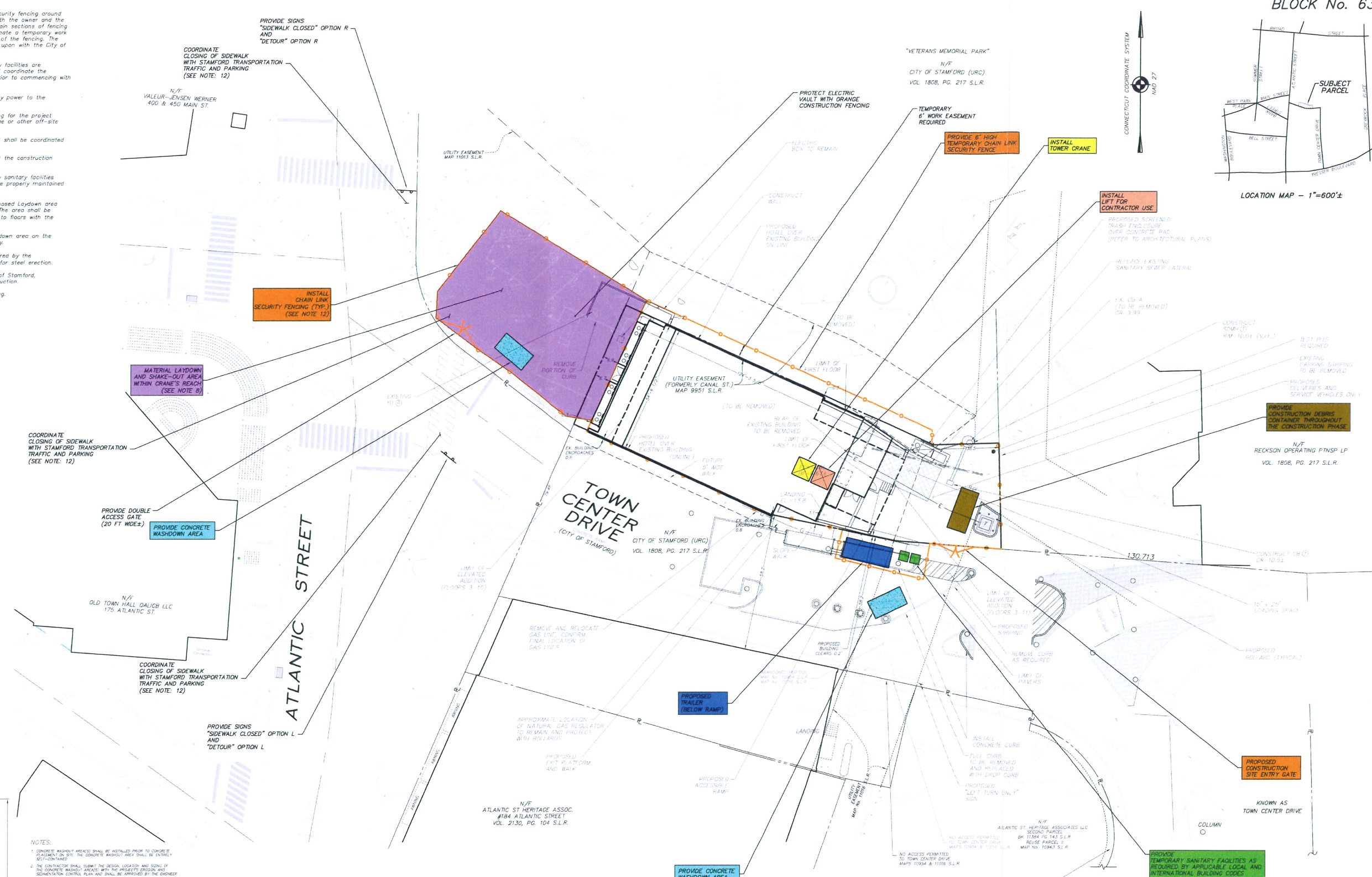
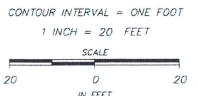
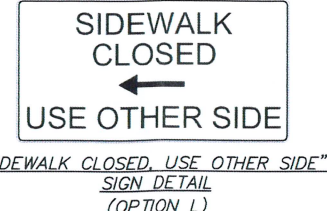
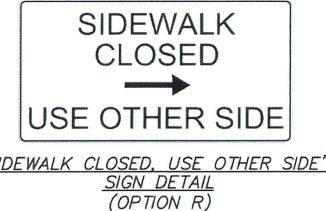
- CHAIN LINK SECURITY FENCING
- TOWER CRANE
- LIFT FOR CONTRACTOR USE
- PROPOSED TRAILER
- CONSTRUCTION DEBRIS CONTAINER
- TEMPORARY SANITARY FACILITIES
- PROVIDE CONCRETE WASHDOWN AREA
- MATERIAL LAYDOWN AND SHAKE-OUT AREA

LEGEND

- UTILITY POLE
- GAS GATE
- WATER GATE
- UNDERGROUND UTILITY SERVICE: C=CABLE, E=ELECTRIC, G=GAS, T=TELEPHONE, W=WATER
- A.O.B.E.
- V.I.F.



- NOTES:**
- CONCRETE WASHOUT AREAS SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.
 - THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREAS WITH THE PROPOSED DESIGN AND SCHEDULING CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER.
 - LOCATION: WASHOUT AREAS ARE TO BE LOCATED WITHIN THE EXISTING ASPHALT PARKING LOT AND AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAIN, OR OTHER SENSITIVE RESOURCE. THE ASSESSMENT PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.
 - THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING BUT NOT LIMITED TO OPERATIONS ASSOCIATED WITH GOING AND RETURNING.
 - SURFACE DISCHARGE IS UNACCEPTABLE. THEREFORE, MAY BALES OR OTHER CONTAINMENT METHODS AS APPROVED BY THE ENGINEER SHOULD BE USED AROUND THE PERIMETER OF THE CONCRETE WASHOUT AREA FOR CONTAINMENT.
 - SIGNS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE AT THE CONCRETE AREAS AND EQUIPMENT IS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE TRUCKS AND PUMP-OUTS. WASHOUT AREAS SHOULD BE PLACED WITH SAFETY FENCING OR OTHER APPROVED METHODS.
 - WASHOUT AREAS ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, SEEPS, OR OVERFLOWING. WASHOUT AREAS SHOULD BE CHECKED AFTER HEAVY RAINS.
 - HARDWARE CONCRETE WASTE SHOULD BE REFINISHED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUTS HEIGHT. THE WASTE CAN BE STORED AT AN OFF-SITE LOCATION IF APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.



REV.	DATE	DESCRIPTION
8	8-21-23	EDITS TO PLAN
7	6-26-23	TRANSFORMER LOCATION
6	4-19-23	TRANSFORMER LOCATION
5	3-3-23	REVISED PARKING AND WALKS
4	2-7-23	REVISED PARKING AND WALKS
3	1-4-23	REVISED REAR ENTRANCE
2	4-14-22	ENGINEER BUREAU COMMENTS
1	10-18-21	RE-SUBMISSION Z.B.
0	6-16-21	INITIAL SUBMISSION
REV.	DATE	DESCRIPTION
LEONARD C. D'ANDREA, P.E. No. 14869		
ENGINEER		

D'ANDREA SURVEYING & ENGINEERING, PC
 • LAND PLANNERS
 • ENGINEERS
 • SURVEYORS

P.O. BOX 549
 RIVERSIDE, CT 06878

6 NEIL LANE
 TEL. 637-1779

PROJECT
 THE OLD TOWNE HOTEL

PREPARED FOR
 OLD TOWN SQUARE, LLC

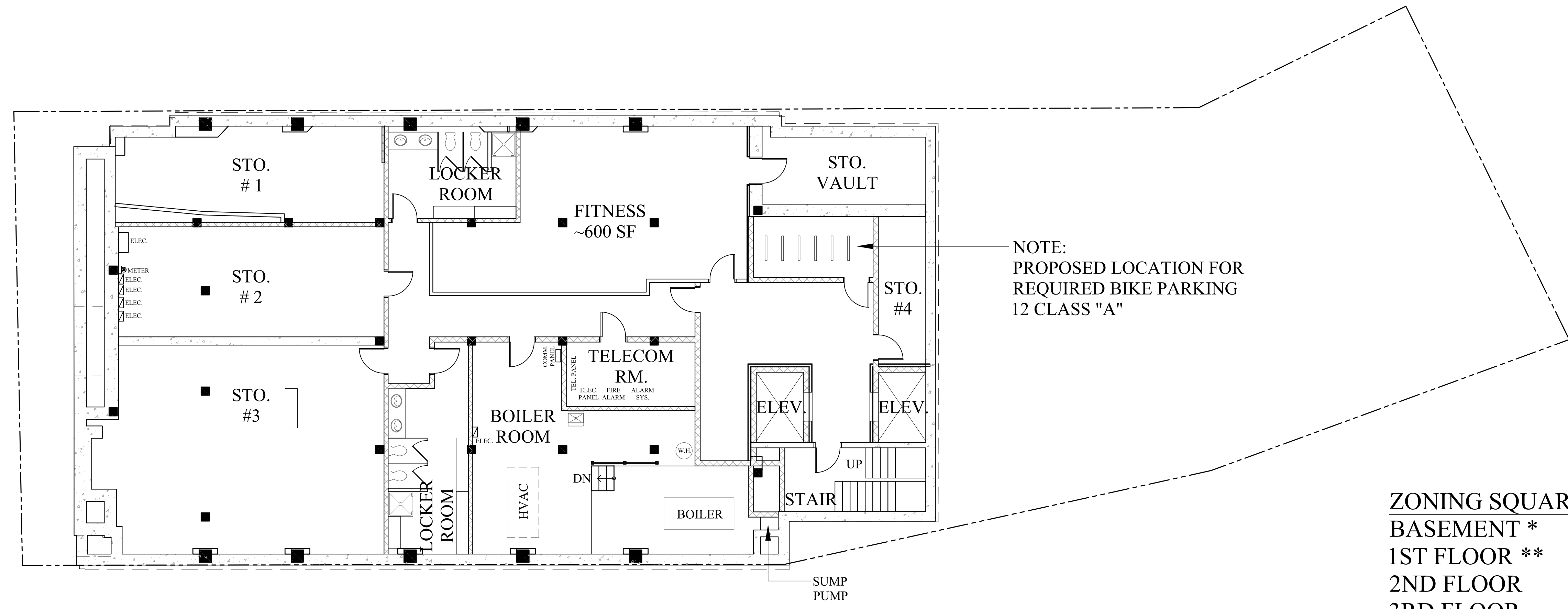
LOCATION
 160 ATLANTIC STREET
 STAMFORD, CONNECTICUT

DESCRIPTION
 CONSTRUCTION LOGISTICS PLAN

5 OF 5

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

*NOTE: EXACT ROOM MIX, INTERIOR LAYOUT AND SQUARE FOOTAGES SUBJECT TO CHANGE. ANY REVISION TO SQUARE FOOTAGE WILL NOT EXCEED ALLOWED FAR



NOTE: PROPOSED LOCATION FOR REQUIRED BIKE PARKING 12 CLASS "A"

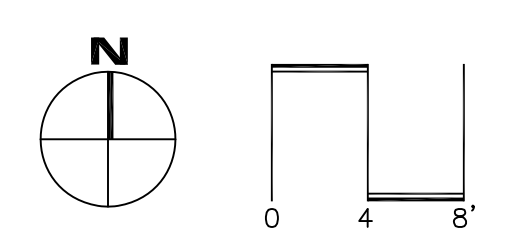
SQUARE FOOTAGE BSMT

ZONING SQUARE FOOTAGES	
BASEMENT *	5,548 SF
1ST FLOOR **	5,844 SF
2ND FLOOR	1,939 SF
3RD FLOOR	5,386 SF
4TH-10TH FLS.	5,368 SF
11TH FLOOR	4,657 SF
TOTAL:	55,083 SF

FAR: 55,402 SF / 9,246 SF LOT = 5.99 FAR

*NOTE 1: BASEMENT SQUARE FOOTAGE EXEMPT FROM FAR CALCULATIONS - MORE THAN 50% BELOW FINISHED GRADE
 **NOTE 2: ELEVATOR SHAFT SQUARE FOOTAGE DEDUCTED FROM 2ND-11TH FLOORS
 ***NOTE 3: ALL SQUARE FOOTAGES TAKEN FROM OUTSIDE OF EXTERIOR STRUCTURE WALLS TO FACE OF INTERIOR STRUCTURE/STUDS

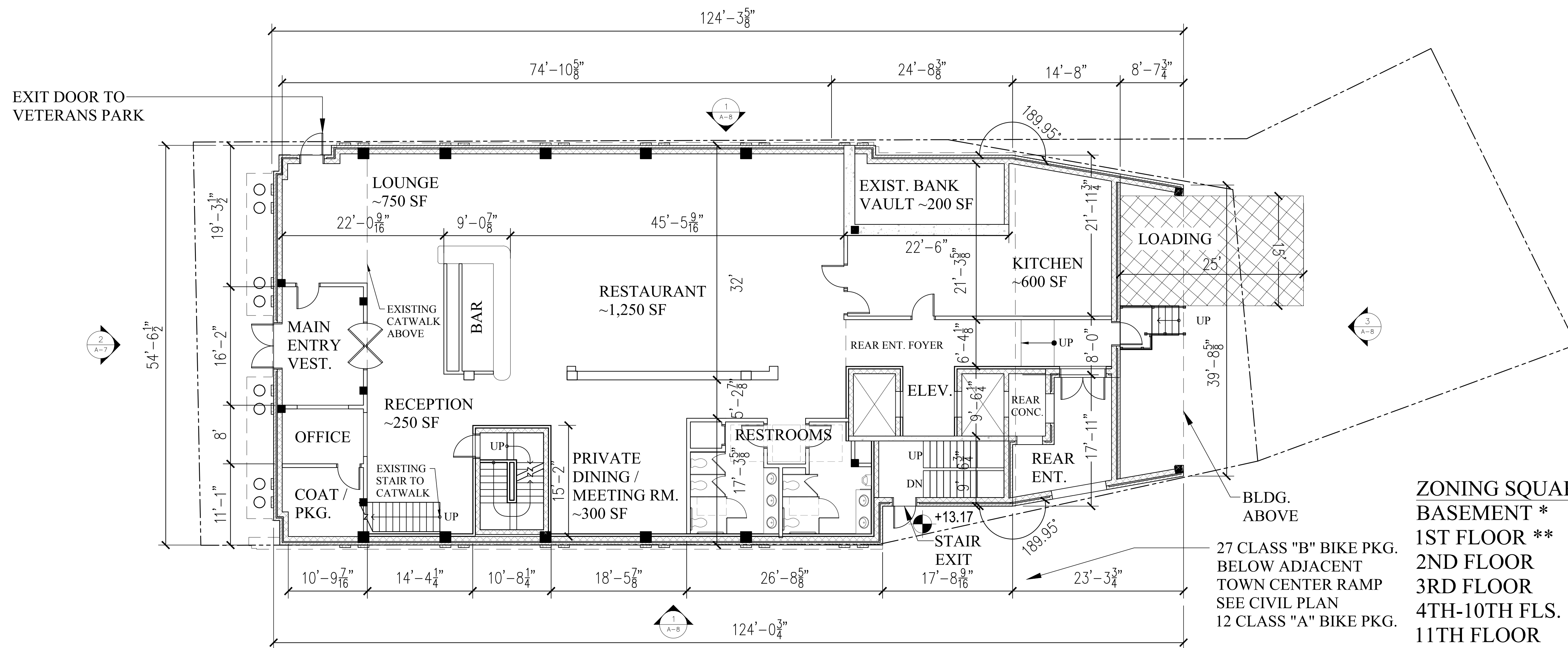
THE OLD TOWNE HOTEL
 160 ATLANTIC ST.
 STAMFORD, CT



OLD TOWN SQUARE, LLC
 DO H. CHUNG & PARTNERS

PROPOSED BASEMENT FL. PLAN
 S: 1/8" = 1'-0"
 DATE: 3-22-2023

*NOTE: EXACT ROOM MIX, INTERIOR LAYOUT AND SQUARE FOOTAGES SUBJECT TO CHANGE. ANY REVISION TO SQUARE FOOTAGE WILL NOT EXCEED ALLOWED FAR



ZONING SQUARE FOOTAGES

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TOTAL:	55,083 SF

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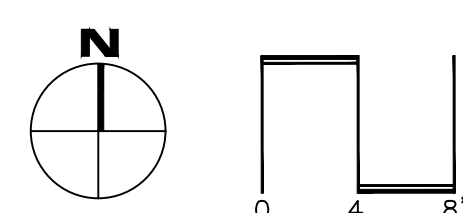
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**NOTE 2: ELEVATOR SHAFT SQUARE FOOTAGE DEDUCTED FROM 2ND-11TH FLOORS

***NOTE 3: ALL SQUARE FOOTAGES TAKEN FROM OUTSIDE OF EXTERIOR STRUCTURE WALLS TO FACE OF INTERIOR STRUCTURE/STUDS

THE OLD TOWNE HOTEL

160 ATLANTIC ST.
STAMFORD, CT

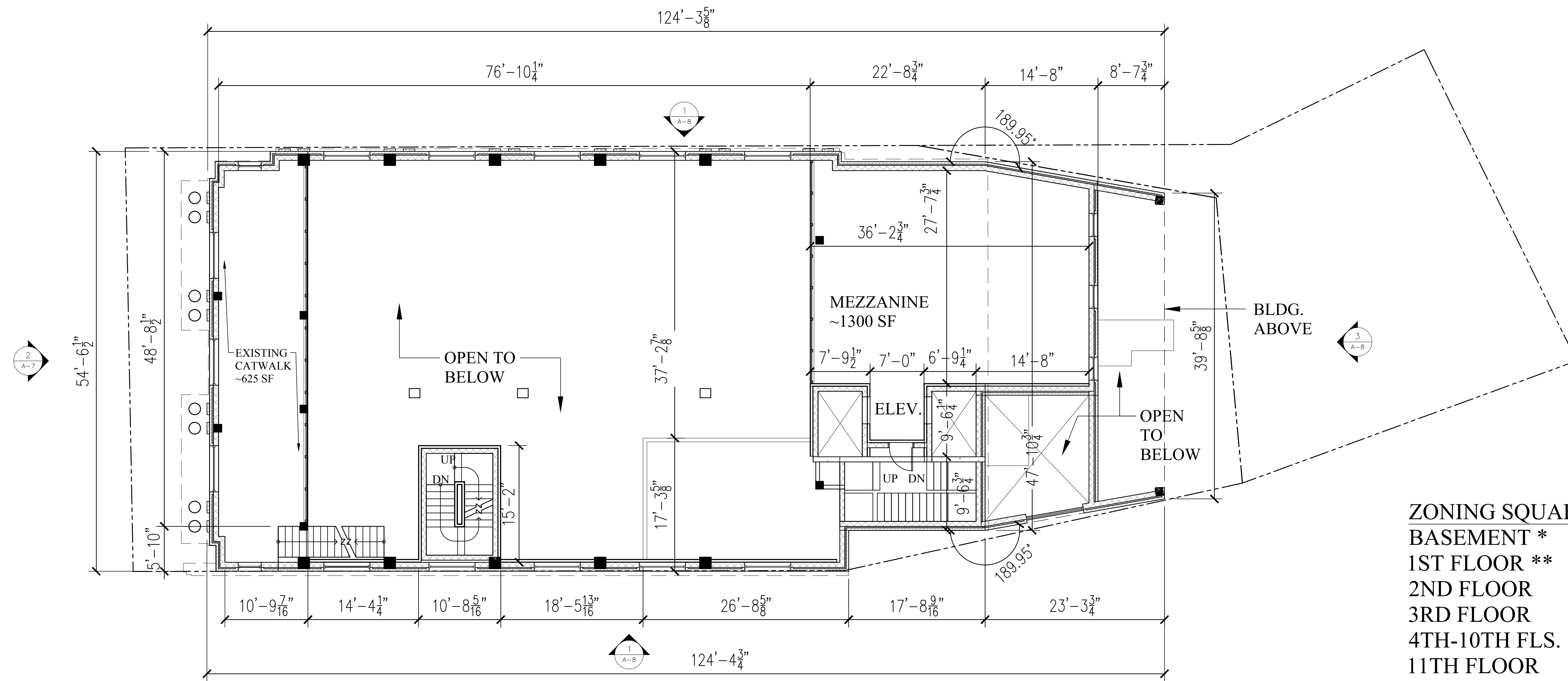


OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

GROUND FL. PLAN

S: 1/8" = 1'-0"
DATE: 8-27-2023

*NOTE: EXACT ROOM MIX, INTERIOR LAYOUT AND SQUARE FOOTAGES SUBJECT TO CHANGE. ANY REVISION TO SQUARE FOOTAGE WILL NOT EXCEED ALLOWED FAR



ZONING SQUARE FOOTAGES	
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1ST FLOOR **	5,844 SF
2ND FLOOR	1,939 SF
3RD FLOOR	5,386 SF
4TH-10TH FLS.	5,368 SF
11TH FLOOR	4,657 SF
TOTAL:	55,083 SF

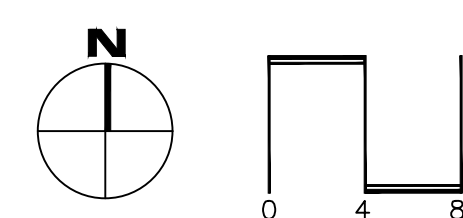
FAR: 55,402 SF/
9,246 SF LOT
=5.99 FAR

*NOTE 1: BASEMENT SQUARE FOOTAGE EXEMPT FROM FAR CALCULATIONS - MORE THAN 50% BELOW FINISHED GRADE

**NOTE 2: ELEVATOR SHAFT SQUARE FOOTAGE DEDUCTED FROM 2ND-11TH FLOORS

***NOTE 3: ALL SQUARE FOOTAGES TAKEN FROM OUTSIDE OF EXTERIOR STRUCTURE WALLS TO FACE OF INTERIOR STRUCTURE/STUDS

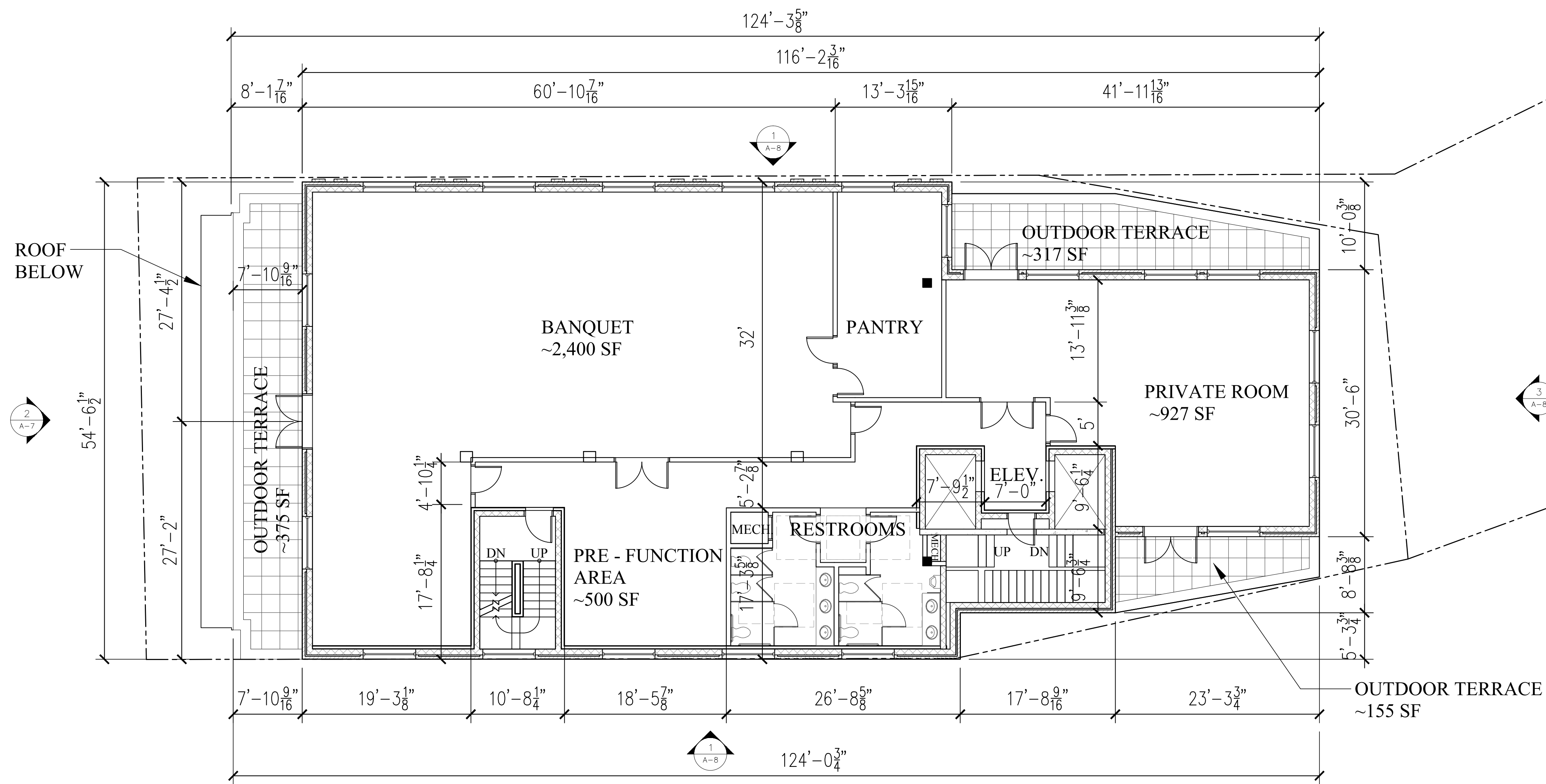
THE OLD TOWNE HOTEL
160 ATLANTIC ST.
STAMFORD, CT



OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

2ND. FL. PLAN
S: 1/8" = 1'-0"
DATE: 8-27-2023

*NOTE: EXACT ROOM MIX, INTERIOR LAYOUT AND SQUARE FOOTAGES SUBJECT TO CHANGE. ANY REVISION TO SQUARE FOOTAGE WILL NOT EXCEED ALLOWED FAR



ZONING SQUARE FOOTAGES	
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TOTAL:	55,083 SF

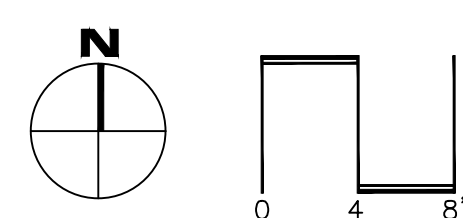
FAR: 55,402 SF/
9,246 SF LOT
=5.99 FAR

*NOTE 1: BASEMENT SQUARE FOOTAGE EXEMPT FROM FAR CALCULATIONS - MORE THAN 50% BELOW FINISHED GRADE

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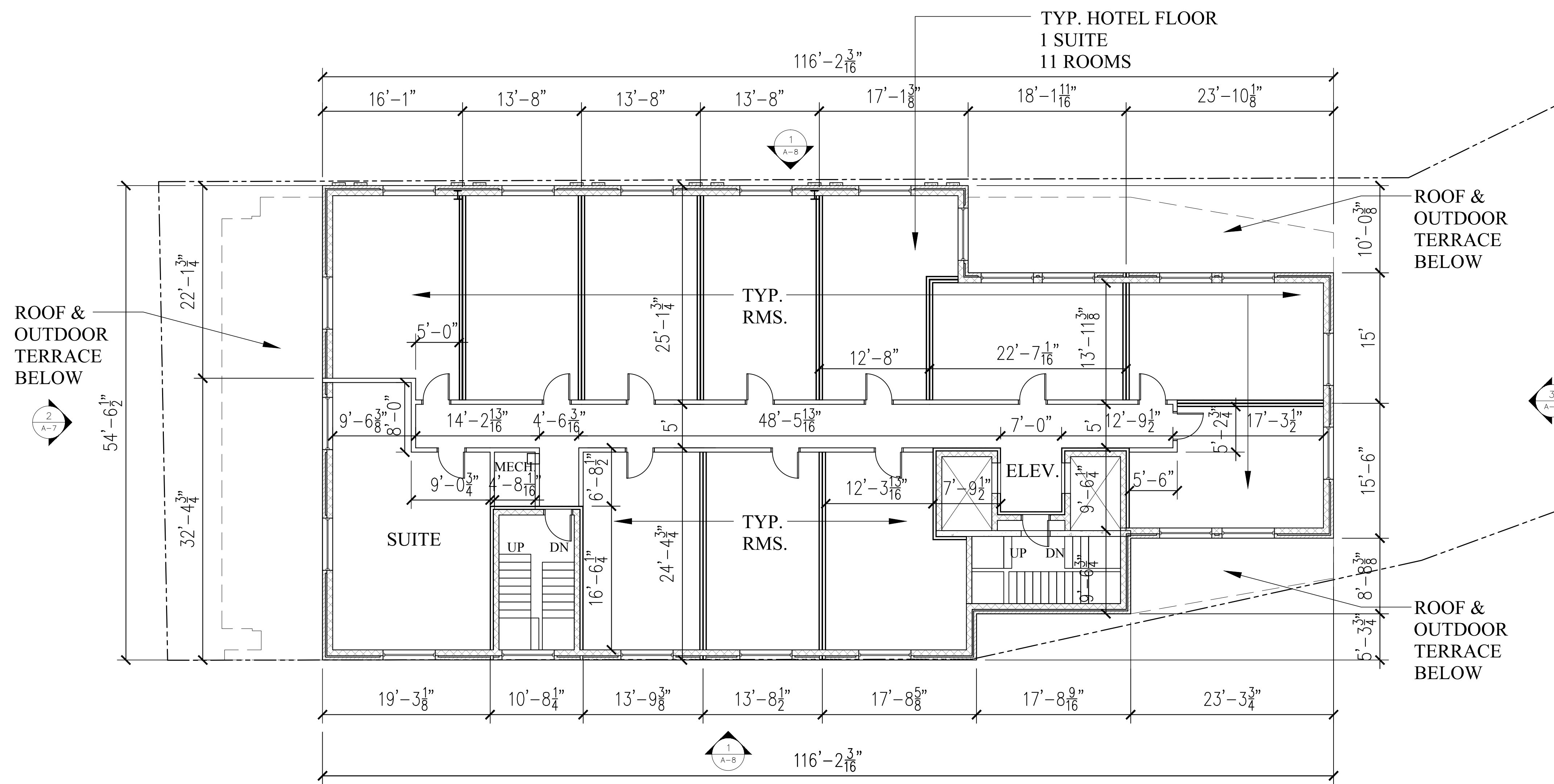
THE OLD TOWNE HOTEL
160 ATLANTIC ST.
STAMFORD, CT



OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

3RD. FL. PLAN
S: 1/8" = 1'-0"
DATE:8-27-2023

*NOTE: EXACT ROOM MIX, INTERIOR LAYOUT AND SQUARE FOOTAGES SUBJECT TO CHANGE. ANY REVISION TO SQUARE FOOTAGE WILL NOT EXCEED ALLOWED FAR



ZONING SQUARE FOOTAGES	
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11TH FLOOR	4,657 SF
TOTAL:	55,083 SF

FAR: 55,402 SF/
9,246 SF LOT
=5.99 FAR

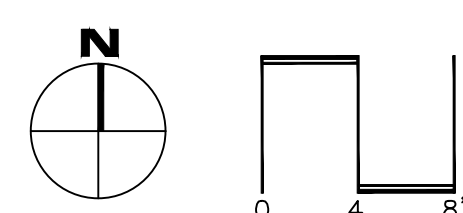
*NOTE 1: BASEMENT SQUARE FOOTAGE EXEMPT FROM FAR CALCULATIONS - MORE THAN 50% BELOW FINISHED GRADE

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THE OLD TOWNE HOTEL

160 ATLANTIC ST.
STAMFORD, CT

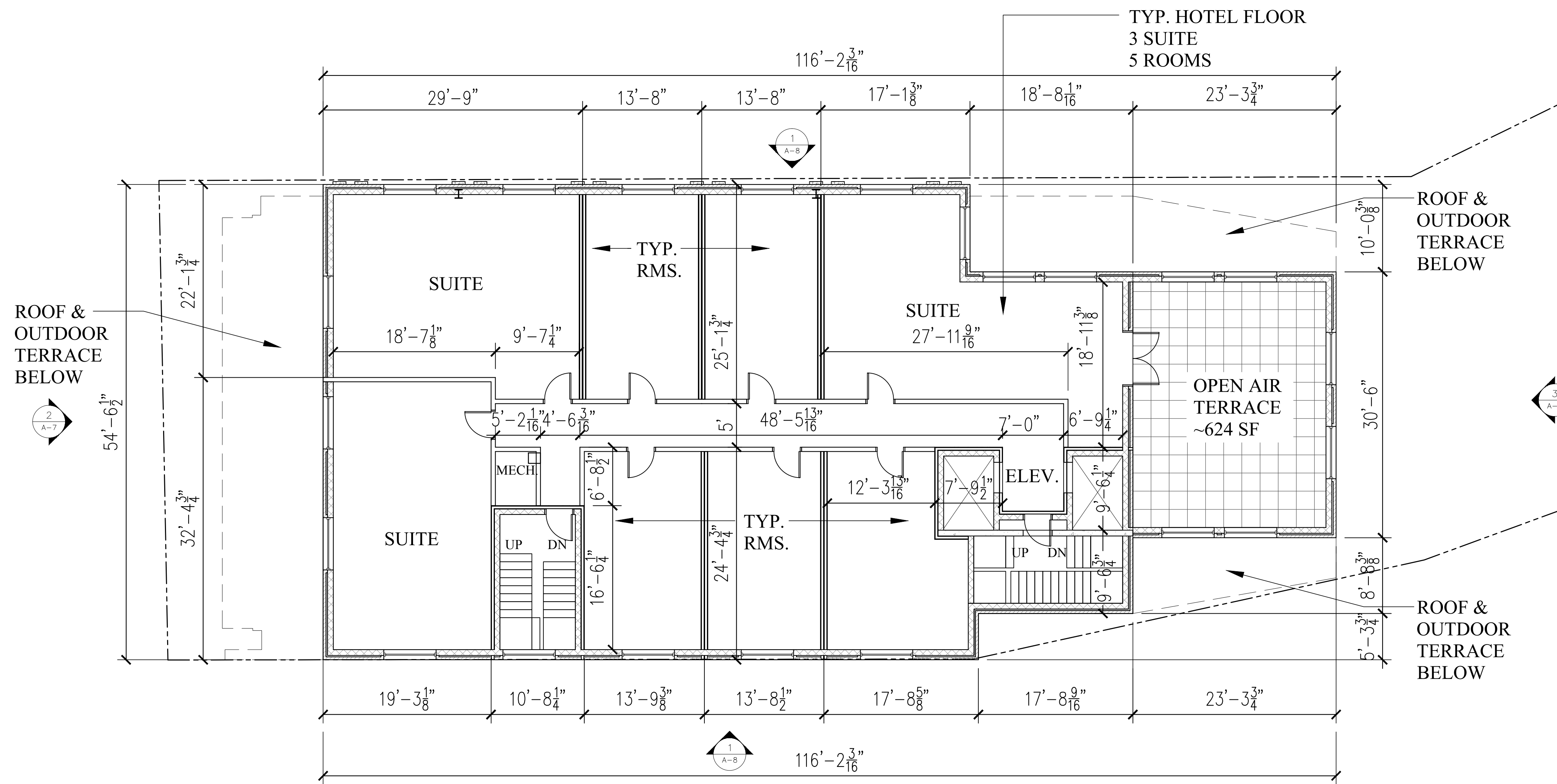


OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

4TH - 10TH. FL. PLAN

S: 1/8" = 1'-0"
DATE: 3-22-2023

*NOTE: EXACT ROOM MIX, INTERIOR LAYOUT AND SQUARE FOOTAGES SUBJECT TO CHANGE. ANY REVISION TO SQUARE FOOTAGE WILL NOT EXCEED ALLOWED FAR



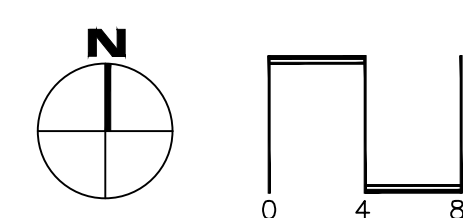
ZONING SQUARE FOOTAGES	
BASEMENT *	5,548 SF
1ST FLOOR **	5,844 SF
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4TH-10TH FLS.	5,368 SF
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TOTAL:	55,083 SF

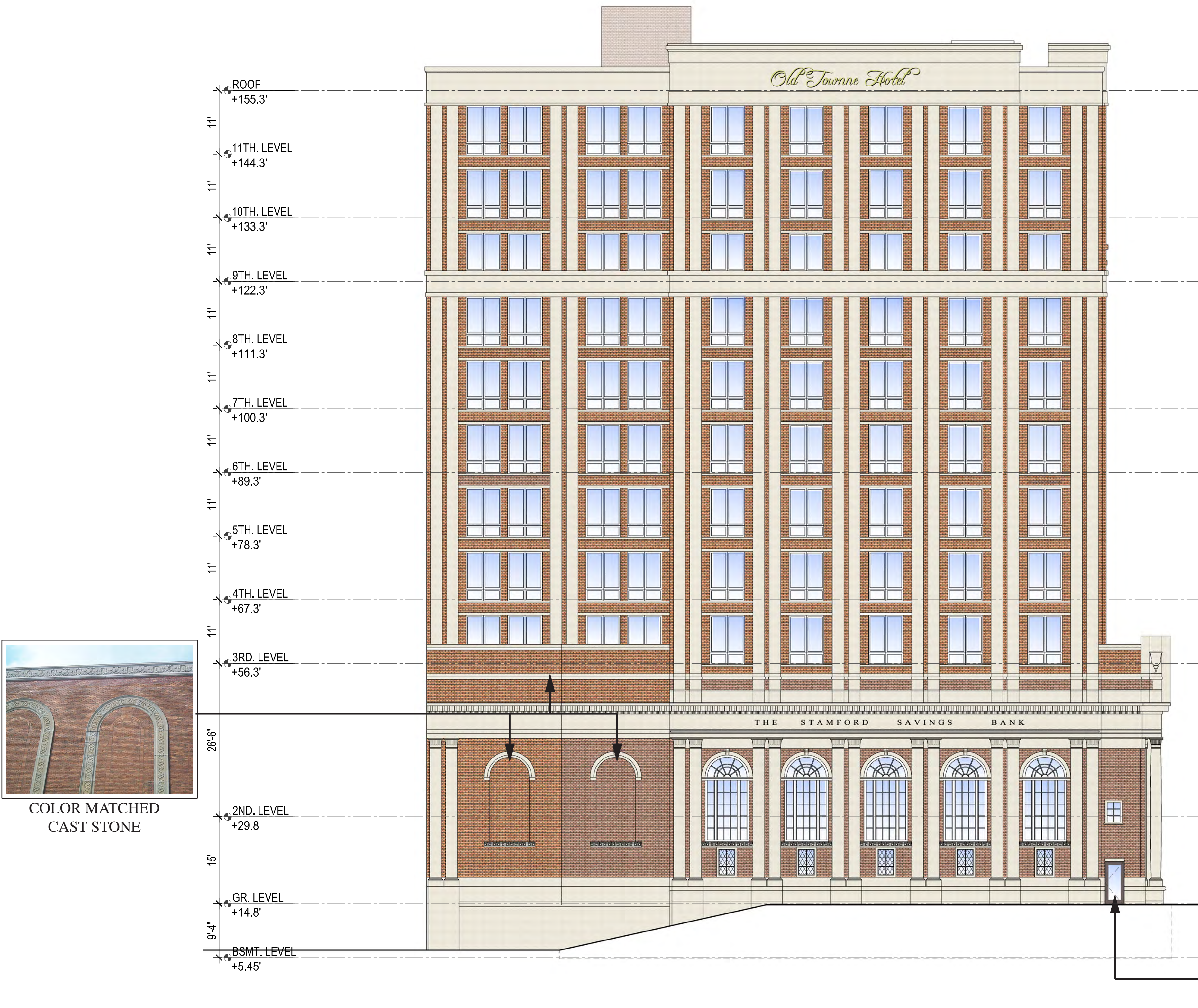
FAR: 55,402 SF/
9,246 SF LOT
=5.99 FAR

*NOTE 1: BASEMENT SQUARE FOOTAGE EXEMPT FROM FAR CALCULATIONS - MORE THAN 50% BELOW FINISHED GRADE

**NOTE 2: ELEVATOR SHAFT SQUARE FOOTAGE DEDUCTED FROM 2ND-11TH FLOORS

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1 NORTH ELEVATION
3/32" = 1'-0"



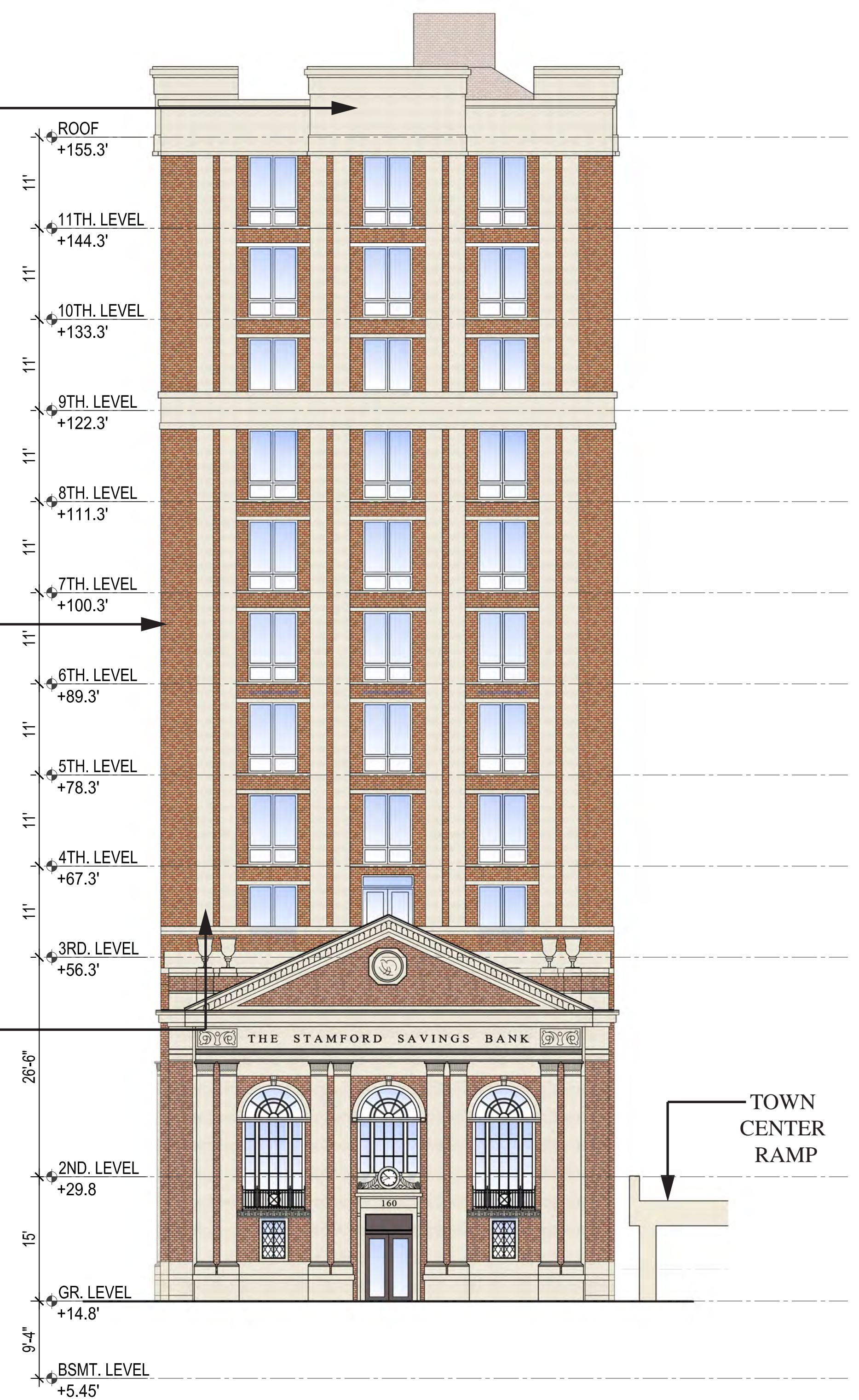
COLOR MATCHED
CAST STONE



COLOR MATCHED BRICK



COLOR MATCHED
CAST STONE

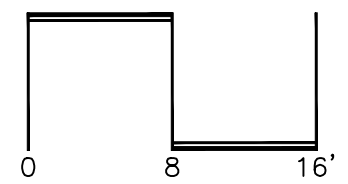


2 WEST/FRONT ELEVATION
3/32" = 1'-0"



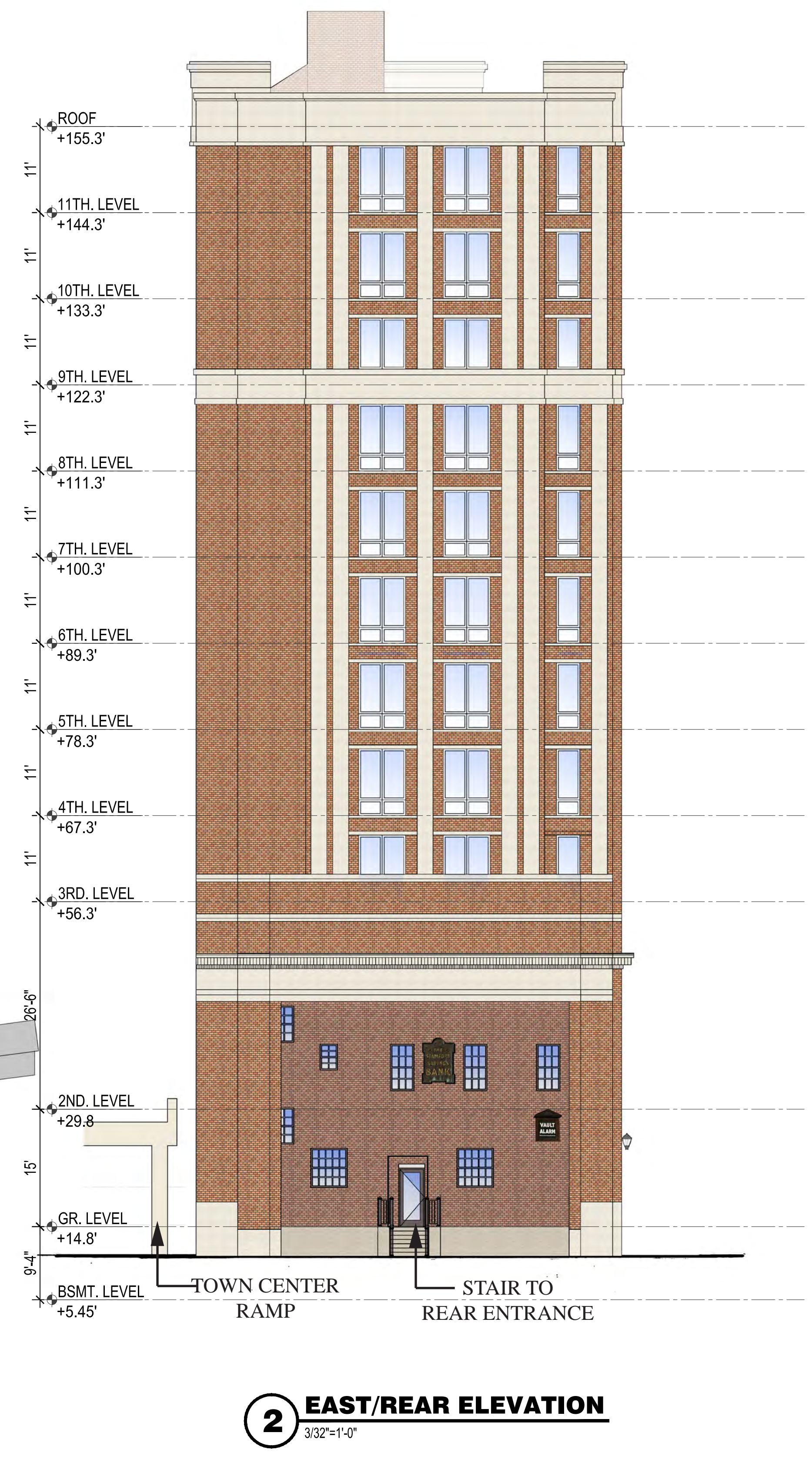
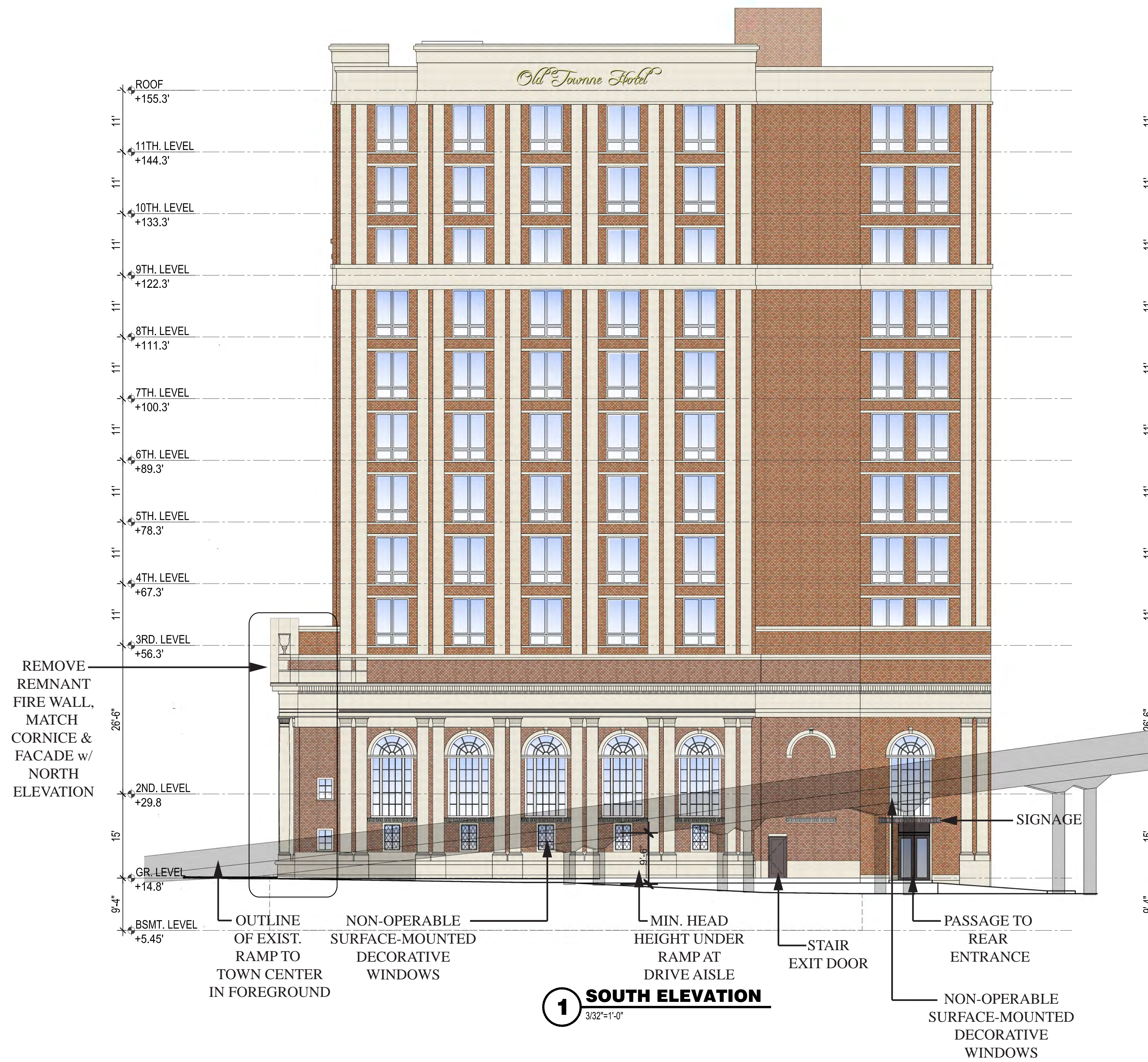
COLOR MATCHED
CAST STONE

THE OLD TOWNE HOTEL
160 ATLANTIC ST.
STAMFORD, CT

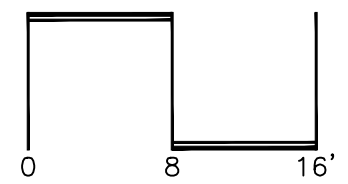


OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

PROPOSED ELEVATIONS
S: 3/32" = 1'-0"
DATE: 8-27-2022

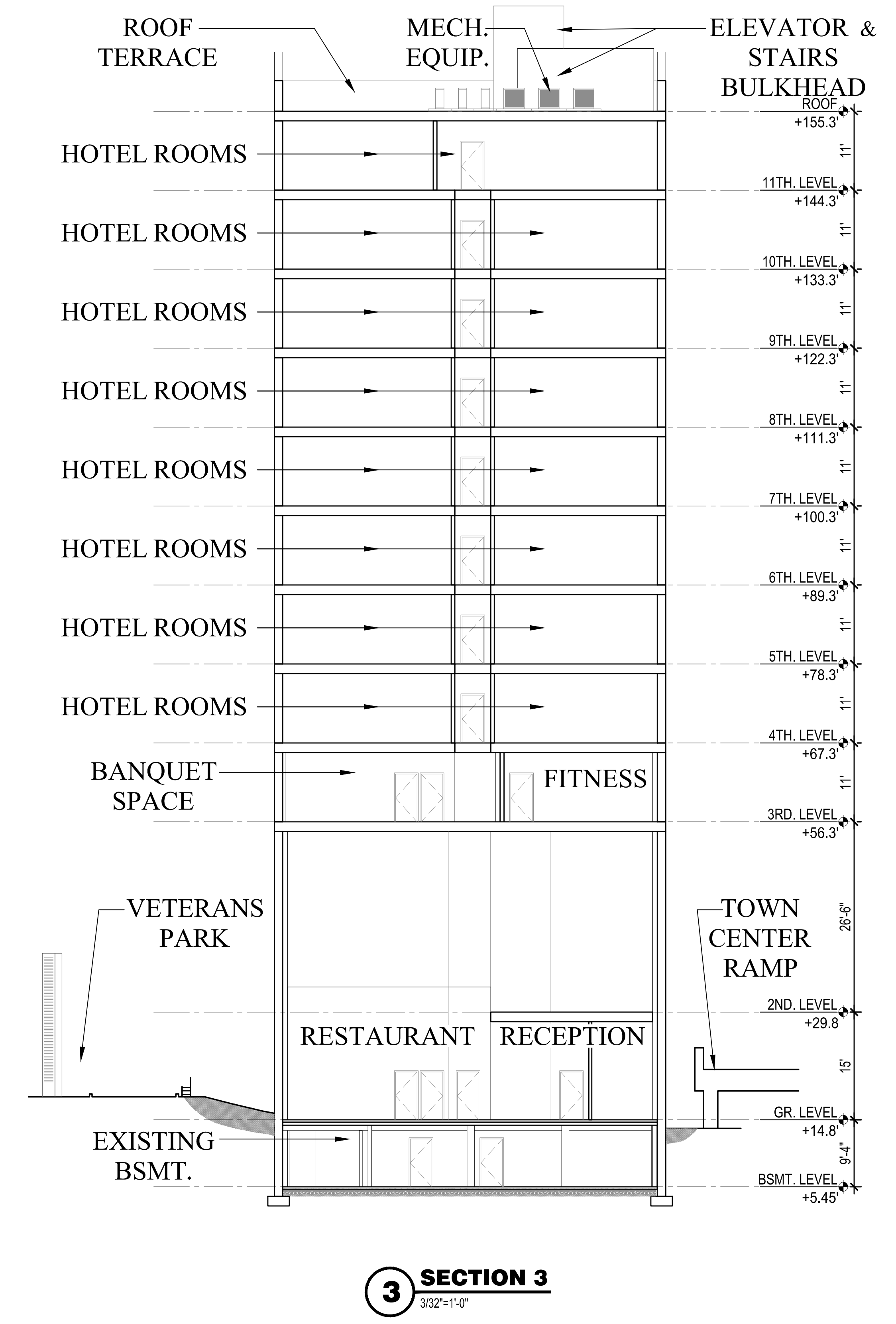
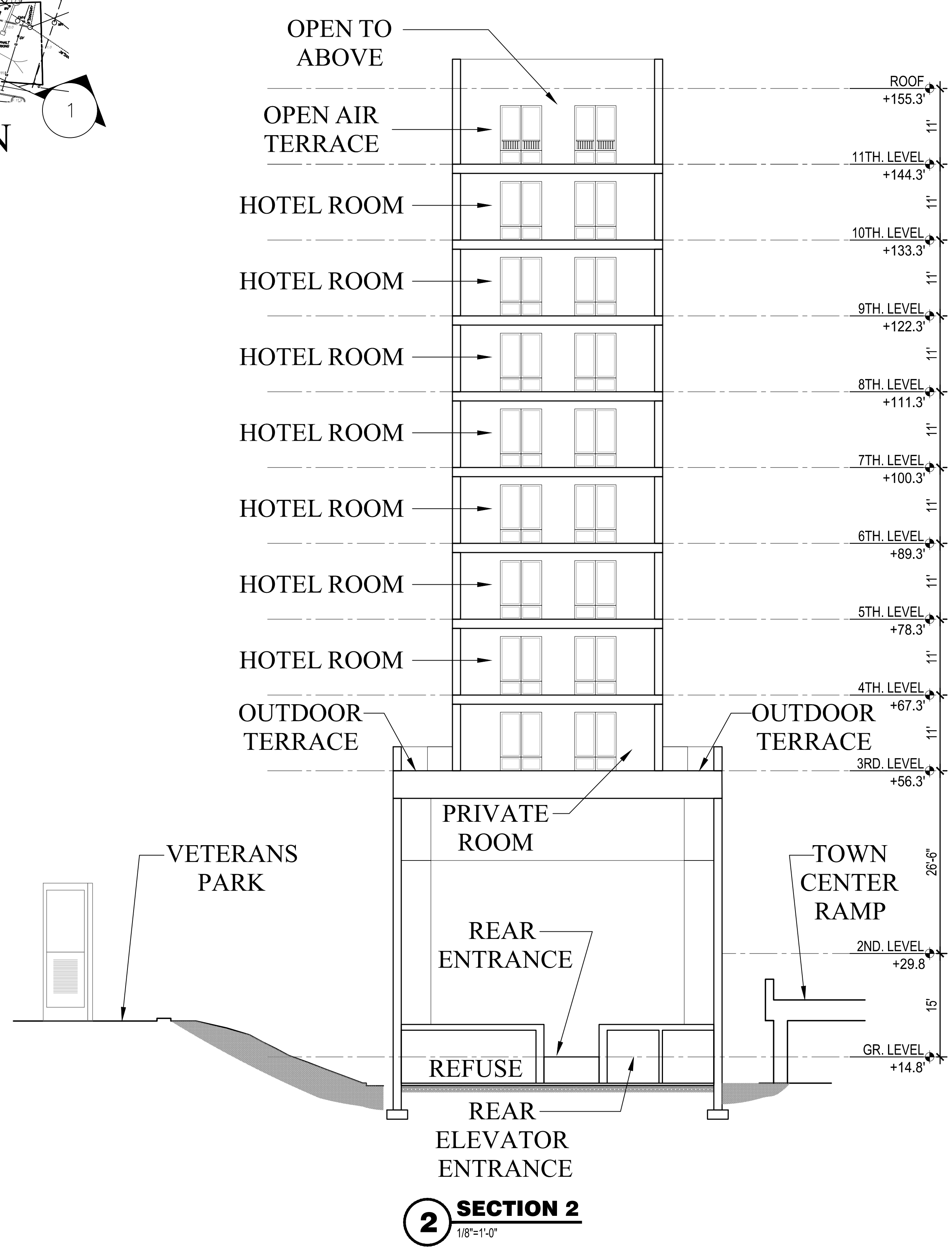
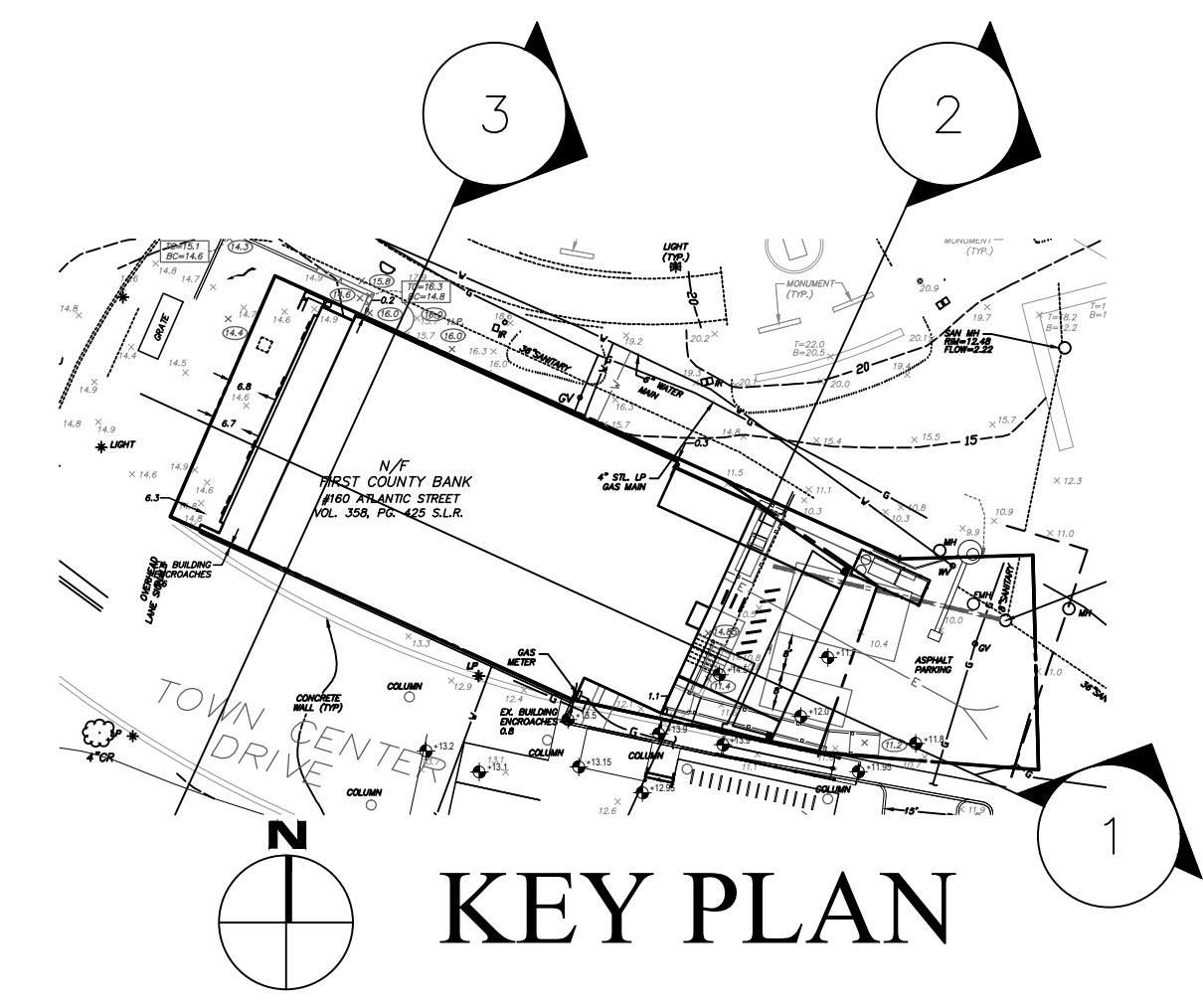


THE OLD TOWNE HOTEL
160 ATLANTIC ST.
STAMFORD, CT

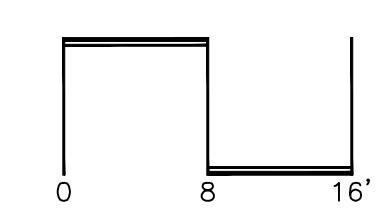


OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

PROPOSED ELEVATIONS
S: 3/32" = 1'-0"
DATE: 8-23-2023



THE OLD TOWNE HOTEL
160 ATLANTIC ST.
STAMFORD, CT



OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

TYP. BLDG. CROSS SECTIONS
S: 3/32" = 1'-0"
DATE: 2-7-2023



PROPOSED PERSPECTIVE VIEW
FROM VETERANS MEMORIAL PARK

THE OLD TOWNE HOTEL
160 ATLANTIC ST.
STAMFORD, CT

OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

PROPOSED PERSPECTIVE VIEW
S: N.T.S.
DATE: 8-27-2023



PROPOSED STREET LEVEL VIEW
FROM ATLANTIC STREET

THE OLD TOWNE HOTEL
160 ATLANTIC ST.
STAMFORD, CT

OLD TOWN SQUARE, LLC
DO H. CHUNG & PARTNERS

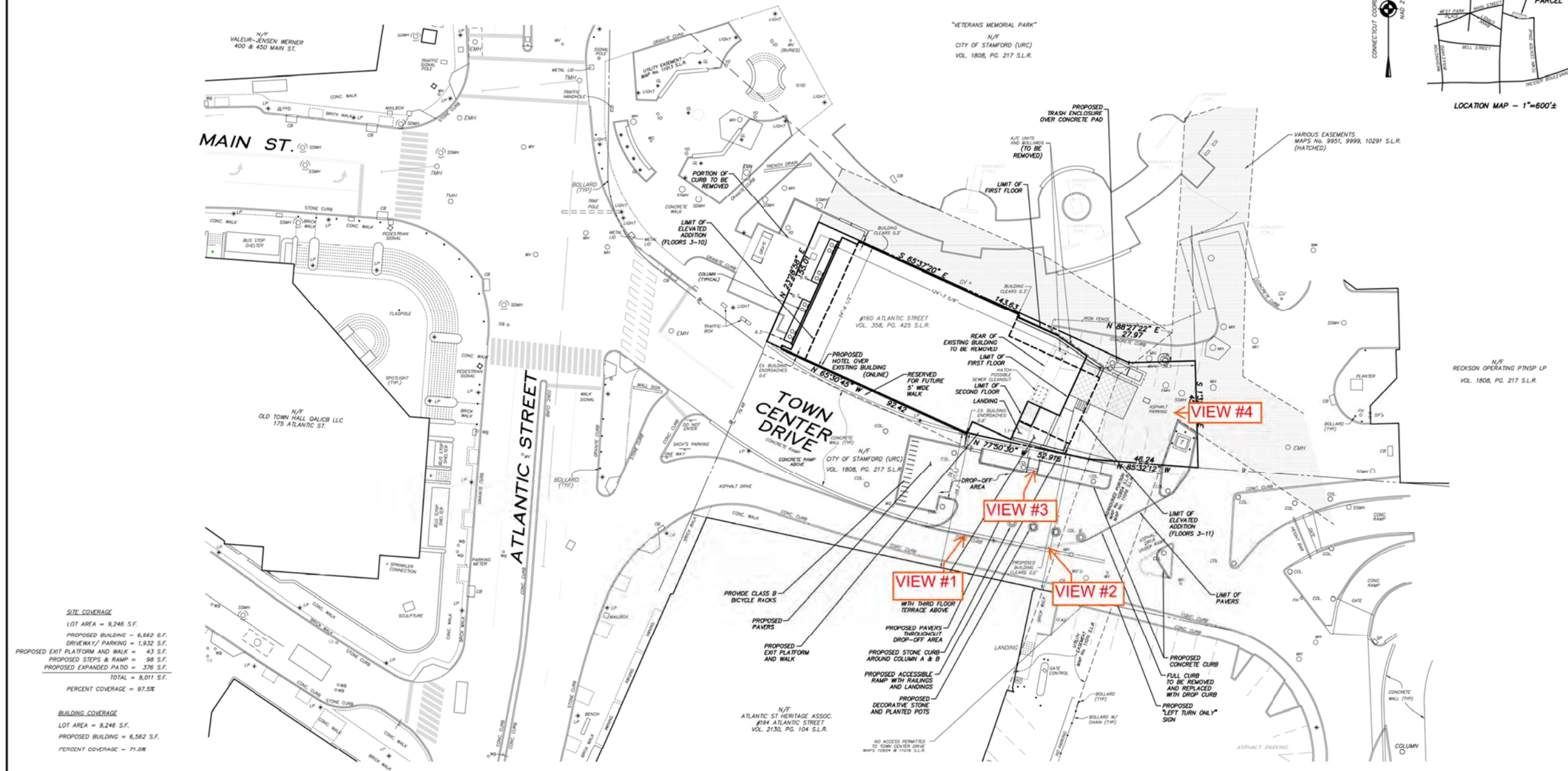
PROPOSED STREET LEVEL VIEW
S: N.T.S.
DATE: 8-27-2023

GENERAL SURVEYING NOTES

1. REFER TO A SURVEY ENTITLED "HOTEL DEVELOPMENT PREPARED FOR OLD TOWN SQUARE, LLC LOCATION 160 ATLANTIC STREET STAMFORD, CONNECTICUT, EXISTING CONDITIONS" PREPARED BY D'ANDREA SURVEYING & ENGINEERING, P.C. FOR EXISTING CONDITIONS.
2. PROPOSED BUILDING IMPROVEMENTS ARE BASED ON ARCHITECTURAL PLANS PREPARED BY DO H. CHUNG & PARTNERS.
3. REFER TO "LANDSCAPE PLAN" PREPARED BY ENVIRONMENTAL LAND SOLUTIONS, LLC.
4. CERTAIN IMPROVEMENTS ARE PROPOSED OUTSIDE OF THE PROPERTY BOUNDARY LINES THAT REQUIRE USE AGREEMENTS WITH THE RESPECTIVE PROPERTY OWNERS.



LOCATION MAP - 1"=600'



SITE COVERAGE

LOT AREA	= 9,246 S.F.
PROPOSED BUILDING	= 6,562 S.F.
DRIVEWAY/PARKING	= 1,932 S.F.
PROPOSED EXT PLATFORM AND WALK	= 43 S.F.
PROPOSED STEPS & RAMP	= 98 S.F.
PROPOSED EXPANDED PAD	= 376 S.F.
TOTAL	= 9,011 S.F.
PERCENT COVERAGE	= 97.5%

BUILDING COVERAGE

LOT AREA	= 9,246 S.F.
PROPOSED BUILDING	= 6,562 S.F.
PERCENT COVERAGE	= 71.0%

THIS MAP IS A ZONING LOCATION SURVEY. BOUNDARY INFORMATION IS BASED ON A RESURVEY CONDUCTED IN ACCORDANCE WITH HORIZONTAL ACCURACY CLASS "A-3" AS DEFINED IN THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THROUGH 20-300b-20.

NEW MONUMENTATION HAS NOT BEEN SET AS A RESULT OF THIS SURVEY.

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

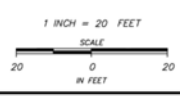
AREA = 9,246 S.F.

REFER TO BOOK 12151 PAGE 81 AND MAP No. 10247 S.L.R.

LAND LIES IN "CC" ZONING DISTRICT

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

D'ANDREA SURVEYING & ENGINEERING, P.C.



ZONING LOCATION SURVEY
OF PROPERTY AT
160 ATLANTIC STREET
IN
STAMFORD, CONNECTICUT
PREPARED FOR
OLD TOWN SQUARE, LLC



VIEW #1



VIEW #2



VIEW #3

VIEW #4



September 7, 2023

PROJECT: The Old Towne Hotel
160 Atlantic St
Stamford, CT

CLIENT: Old Town Square, LLC

PROPOSED MATERIALS & FIXTURES

- Lighting on Columns (LED ring light arrays)
- Recessed/Surface under ramp lighting (LED strip / tube light arrays)
- Detail Treatment under ramp (as mentioned in packet, wood slats shaped to mirror underside of ramp beams)
- Seating, bollards and other design elements (wood, brick and metal)
- Pedestrian Ramps and Steps (parged concrete)
- Freestanding planters (concrete)
- Brick Pavers
- Contrast Pavers (white cobblestone)

LED column lighting

Wood panel/ designed ceiling hung from bottom of ramp slab. Spacing at 12-18" on center. Backlit LED lighting

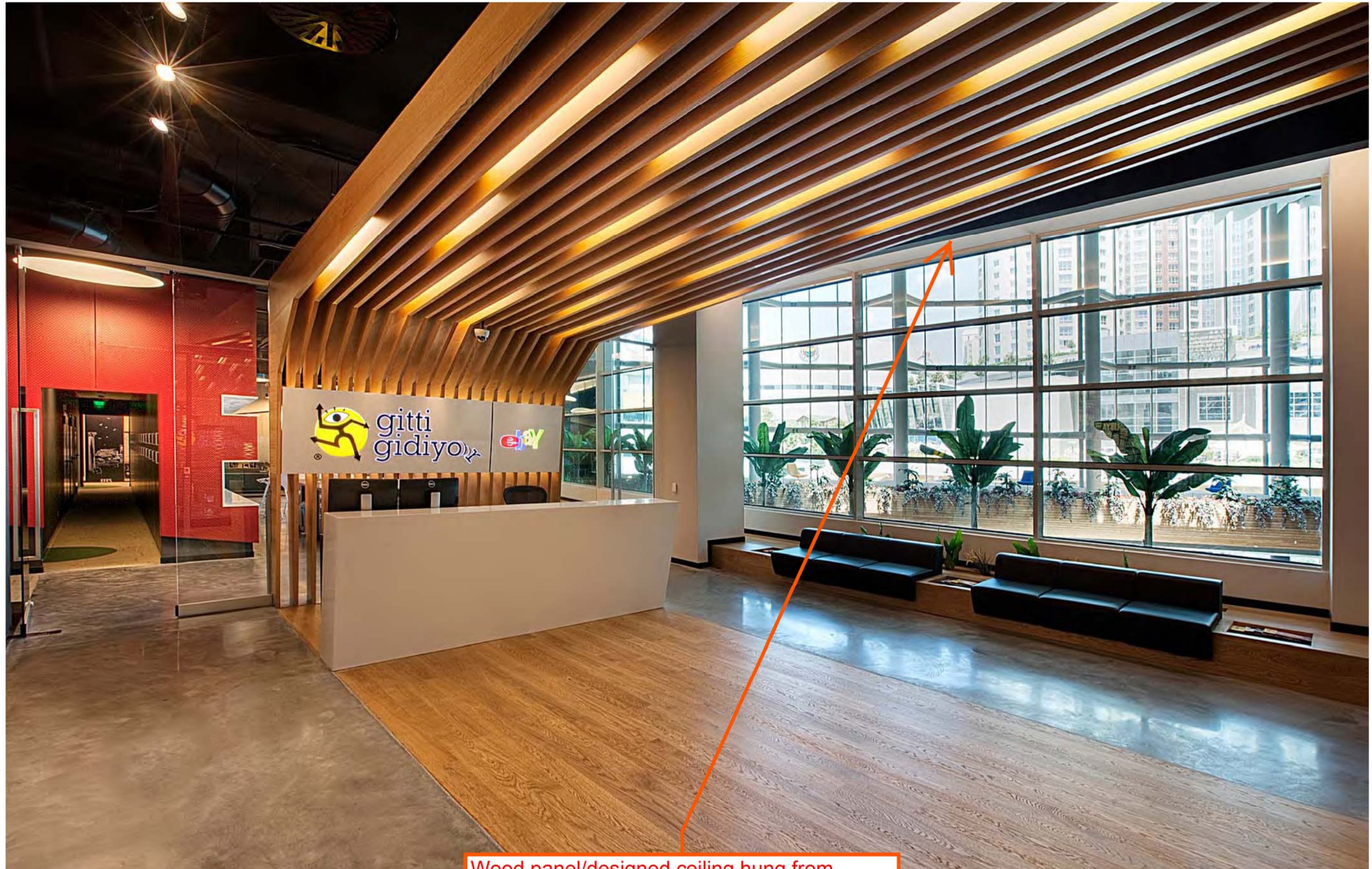
Entrance Canopy Art Deco inspired lighting underneath



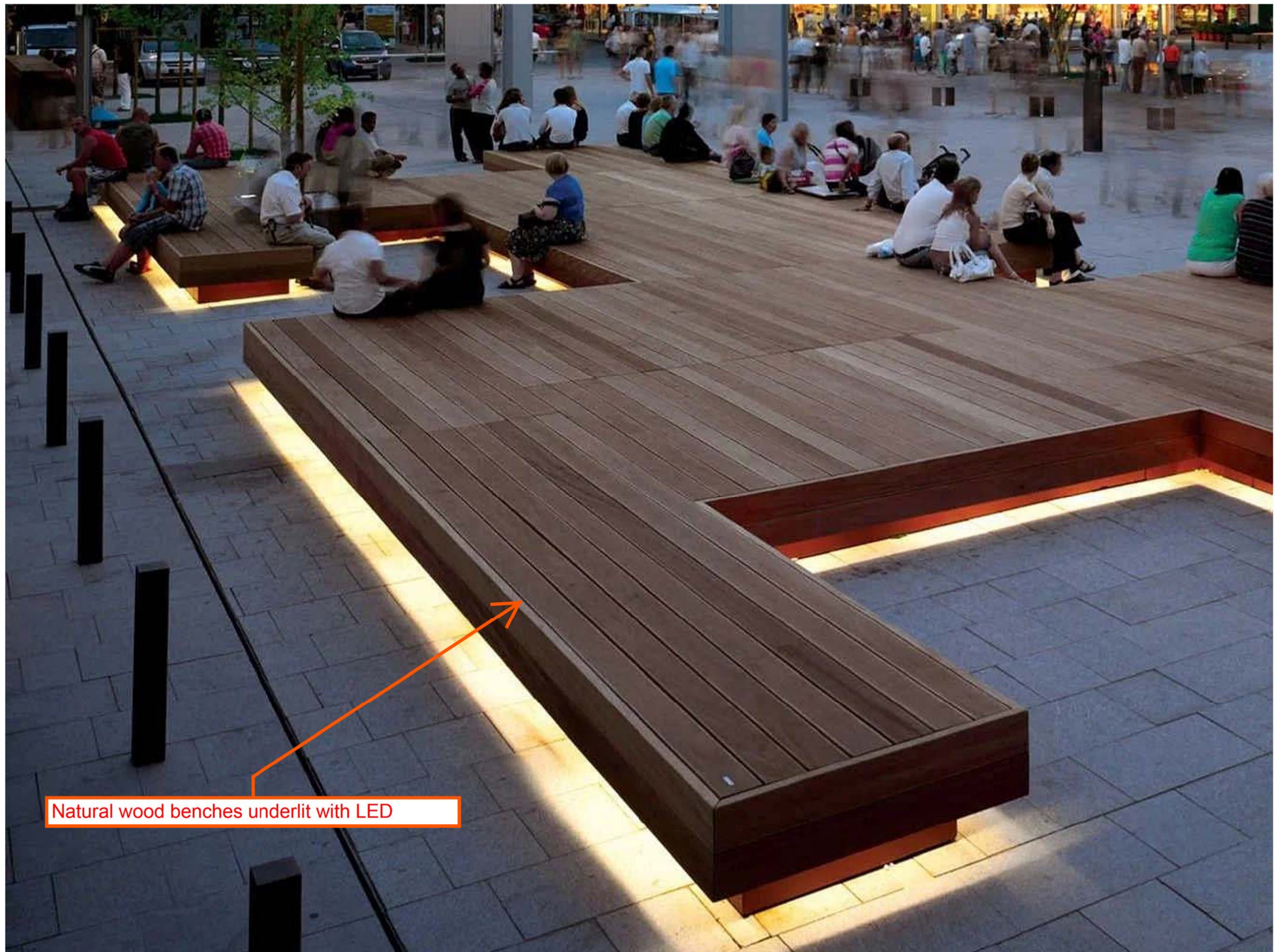
Public area under transportation overpass
Bollard/Landscaping lighting elements

VIEW #1

Natural wood benches underlit with LED



Wood panel/ designed ceiling hung from bottom of ramp slab. Spacing at 12-18" on center. Backlit LED lighting

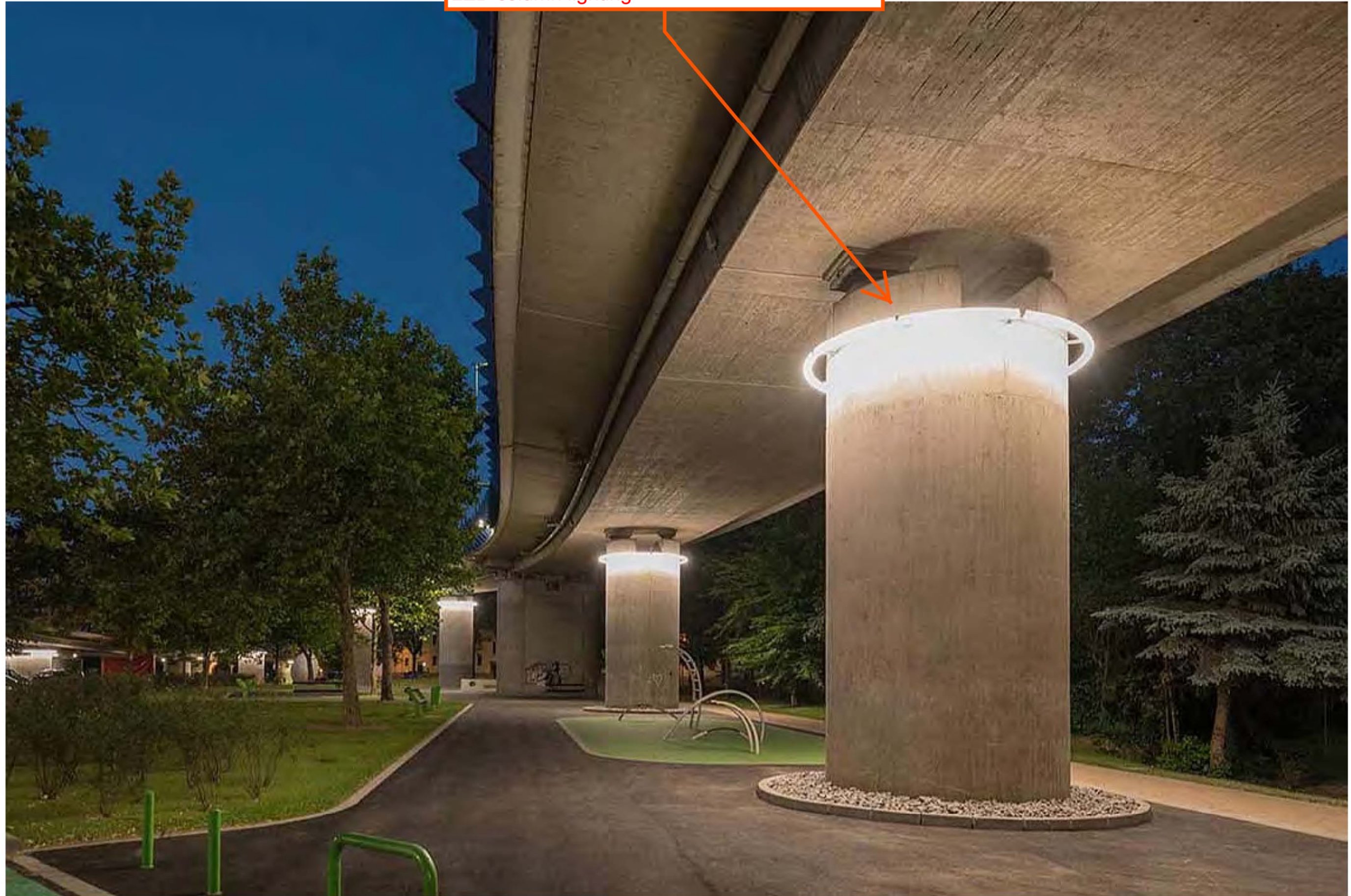


Natural wood benches underlit with LED



Natural Wood
Benches Alt

LED column lighting



Entrance Canopy
Art Deco inspired
lighting underneath





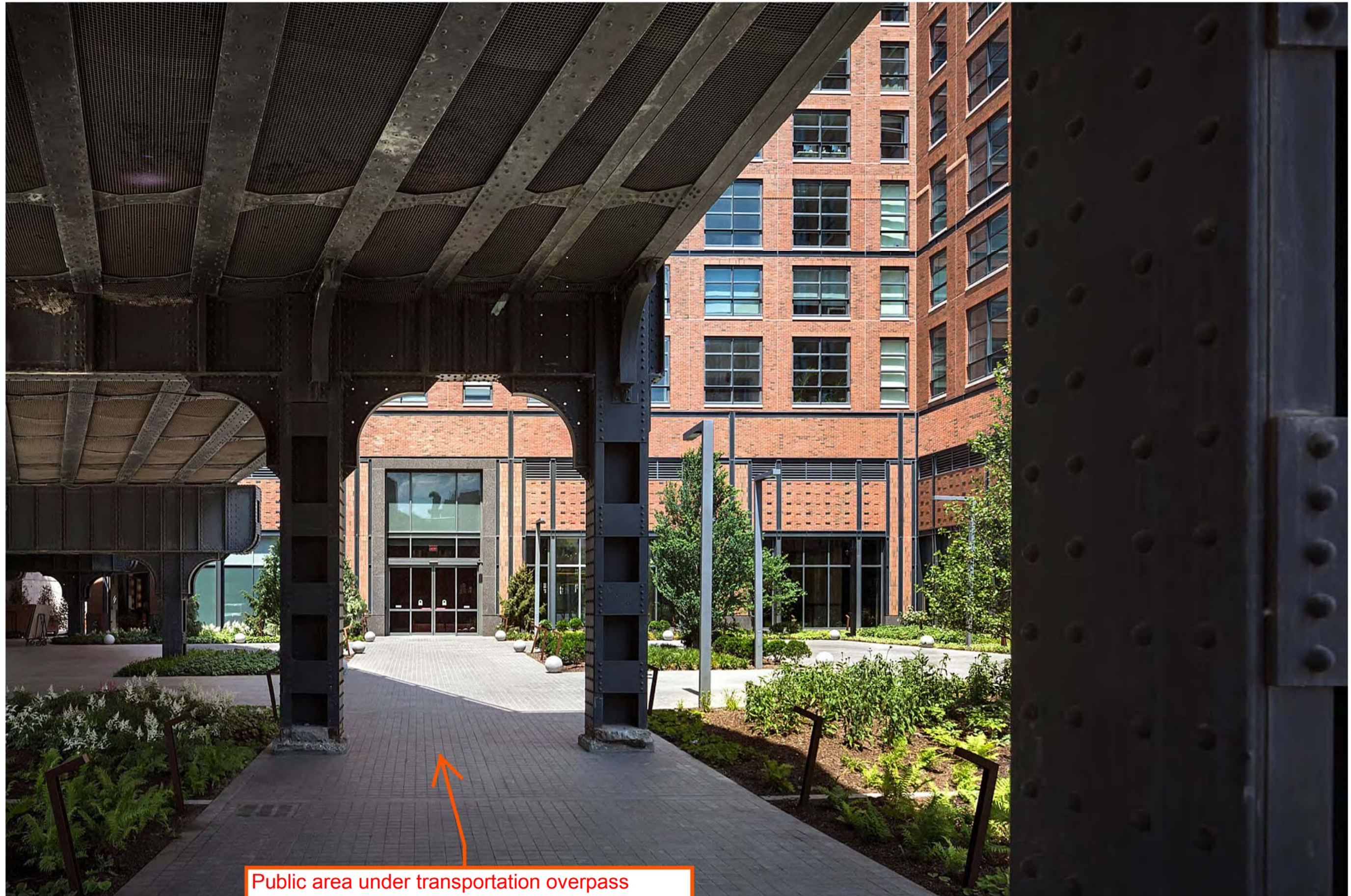
Art Deco lighting
alternate



Public area under transportation overpass
Bollard/Landscaping lighting elements



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