## DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD, MASSACHUSETTS 01742-2751

# REAL ESTATE PLANNING REPORT FOR THE ACQUISITION OF REAL ESTATE INTERESTS MILL RIVER AND MILL POND RESTORATION STAMFORD, CONNECTICUT

**November 17, 2003** 

## PREPARED BY:

The Bioengineering Group, Inc. and US Army Corps of Engineers

## **AMENDED BY:**

James F. Leary Lead Appraiser New England District, U.S. Army Corps of Engineers

## **SUMMARY:**

This document provides estimated real estate costs for the interests to be acquired for the Mill River and Mill Pond Habitat Restoration Project. The restoration activities described in the preferred alternative require fee simple acquisition of 3 parcels, totaling 2.06 acres and the acquisition of temporary construction easements on 10 additional parcels, totaling 8.49 acres. A total of 10.52 acres of floodplain and riverbank will be restored during the project, which also opens 4.5 miles of Mill River for fish passage. Total real estate requirements for the project have an estimated assessed value of \$607,000.

This Planning Report was compiled to provide the U.S. Army Corps of Engineers (USACE) with real estate descriptions and valuations of parcels affected by the proposed work.

## 1. **AUTHORITY:**

The Mill River and Mill Pond Restoration Project is being done under authority of Section 206 of the Water Resources Development Act of 1996 ("Aquatic Ecosystem Restoration Authority"). This feasibility level Real Estate Planning Report is submitted, at the request of the US Army Corps of Engineers New England District Planning Division, in conjunction with this Section 206 restoration plan.

## 2. THE PROJECT:

The project area is an approximately two-mile reach of the Mill River and the 3.5-acre Mill River Park area in the City of Stamford, Fairfield County, Connecticut. Area, location, assessors, and flood zone maps are attached as Exhibit A to this report. The goal of the project is to restore the aquatic and riparian resources of the Mill River to a healthy, viable, and self-maintaining river system. Where possible, proposed habitat restoration efforts also take into consideration the requirements for ecological services, public open space, and recreational amenities for the City of Stamford (Stamford). The immediate focus is the reach of the Mill River and its adjacent riparian corridor that extends from Cold Spring Road, through Mill River Park in downtown Stamford, to the mouth of the river at Long Island Sound.

The Mill River, also known as the Rippowam River, is impounded behind the Main Street Dam, downstream of the Broad Street Bridge and adjacent to Stamford's central business district. The proposed project includes restoration of the riparian and aquatic habitats of this degraded urban river and impoundment. Degradation is a result of low flows, channel modifications, and excess sediment loads related to urban stormwater runoff. The low flows are conducive to extensive and dense summertime growth of aquatic weeds, resulting in a loss in value of the pond for fish habitat. In addition, the Main Street Dam blocks passage of anadromous fish. The project will remove the Main Street Dam and associated concrete retaining walls, enhance the riparian corridor, and restore 1.8 acres of wetland.

Preliminary engineering shows that removal of the Main Street dam will lower the flood elevation for approximately two miles upstream of the dam, thereby reducing flooding impacts. This is a significant ancillary benefit to the ecosystem restoration benefits achieved by this project.

## 3. <u>SITE SELECTION TEAM:</u>

This project included representatives from the City of Stamford, the State of Connecticut, National Oceanic and Atmospheric Administration (NOAA), local nonprofit environmental groups, private citizens, and members of the US Army Corps of Engineers (USACE) and their consultant.

## 4. SITE INSPECTION:

Various team members have made numerous visits to the project area.

## 5. GOVERNMENT OWNED FACILITIES:

A preliminary inspection of the properties indicated no federal government-owned facilities are affected.

## 6. OUTSTANDING INTERESTS AND RESERVATIONS

There are no mineral rights, timber deeds, or water rights affected by the proposed project. There are two existing utility alignments that will be affected by the project. A 24-inch sewer line crosses the Mill Pond at the Mill River Park. The elevation of the alignment is such that river restoration will not require relocation of the pipe, but armoring will be required to protect the pipe due to the reduction of cover depth. Two five-foot by five-foot stormwater culverts are located in the east retaining wall of the pond and discharge below the dam. As the retaining walls and the dam are to be removed, these culverts must be replaced and their stormwater flows captured. Because these modifications are an integral component of this ecosystem restoration project, they are not considered as part of the Lands, Easements, Rights-of-Way, Relocations, and Disposal areas (LERRDs) for the project.

## 7. <u>NAVIGATION SERVITUDE</u>

Navigation servitude is the dominant right of the Government to use, control, and regulate the navigable waters of the United States and the submerged lands thereunder when used in aid of commerce. Since this project is for environmental restoration, the application of servitude is not expected.

## 8. <u>DESCRIPTION OF SELECTED SITES:</u>

There are three major elements to the Mill River and Mill Pond restoration project: riparian corridor improvements, wetland habitat creation, and removal of impediments to fish passage. These three elements occur on 8 sites that are comprised of 10 different real estate parcels. All restoration work will be conducted in the floodplain or in the channel of the river. Upland areas will not be acquired, although temporary construction easements will be secured on several upland areas to provide access to the river. The sites are described below, beginning with the site located furthest upstream and proceeding in a downstream direction.

## Site 18

This site is in the Mill River floodplain, on the west bank of the river within Scalzi Park, the riparian corridor between JM Wright Technical School and the Mill River. Planned habitat enhancement includes the removal of exotic (non-native) invasive species, in this case a sizable

patch of Japanese knotweed, and revegetation with native plant materials. A paved pathway bisects this site, and will be maintained. The site is approximately 20 feet wide and 700 feet long. This is part of parcel 002-5986, owned by the City of Stamford.

## Site 17

This site is located in the floodplain on the west bank of the river, directly south of Scalzi Park. It is occasionally used as an overflow parking lot for the JM Wright Technical School, part of the Connecticut State Department of Education and owned by the State. Shaped like a triangle in the bend of the river, the parcel is bounded on two sides by the strip of Scalzi Park (Site 18) along the river corridor. The proposed western boundary of this site is oriented along a north-south axis, enclosing an area of 1.07 acres. Project activities for this site involve removing the asphalt paving and creating a wetland system that will receive stormwater flows. Habitat enhancement is planned by the removal of exotic (non-native) invasive species, and revegetation with native plant materials. This site is part of parcel 002-5874, currently owned by the State of Connecticut, of which 1.07 acres will need to be acquired by the city of Stamford, and restricted to use as a wetlands. A temporary construction easement of 0.57 acres will also be acquired to provide access to the site.

## Site 13

This site, known as Mill River Park, is located on the east and west banks of the river in downtown Stamford, and is the location of the project's most significant ecosystem restoration activities. The river bisects the 8.7-acre site, which is bounded on three sides by city streets. The park has two rows of mature cherry trees that were donated to the City in 1957. The park contains walking paths, a rose garden, and a gazebo. Slightly downstream from this site is the Main Street Dam. The dam and its associated concrete retaining walls are to be removed, and the river realigned into a more geomorphically-appropriate channel. The pond behind the dam would be eliminated and the banks re-graded to provide a gentle slope to the water's edge. This site is made up of parcels 002-6123 and 002-6120, both owned by the City of Stamford. Since the sponsor owns the properties, no additional estate is required.

## <u>Site 10</u>

This site is adjacent to the Main Street Dam and will provide construction access and staging areas for the dam's removal. Additional activities on this site will include regrading, removal of exotic (non-native) invasive species, and revegetation with native plant materials. Ownership of parcel 002-5967 includes the dam itself, and is somewhat complicated because the title is held by the City of Stamford Housing Authority, an instrumentality of the City with an independent board. Since the sponsor owns the properties, no additional estate is required.

## Site 9

This small site (6,426 square feet) is a vacant lot in the floodplain on the east bank of the river downstream of the Main Street Bridge. Riparian corridor improvement is planned by the removal of exotic (non-native) invasive species and revegetation with native plant materials. Regrading the lower portion of the site to create wetland habitat is also planned for this location.

With frontage on Main Street, this parcel will be connected to the greenway system by establishing a trail through it. This is parcel 001-6093, owned by the City of Stamford. Since the sponsor owns the properties, no additional estate is required.

## Sites 2 and 6

The work on these sites is the restoration of two 0.4-acre tidal wetlands in the estuary adjacent to City-owned property. Habitat improvement is planned by the removal of invasive species (*Phragmites sp.*) and revegetation with native plant materials. Affected parcels include 002-6893, owned by the City of Stamford, 002-6912 owned by the State of Connecticut, and parcels 002-5964 and 002-5964, owned by the City of Stamford through its Housing Authority. A temporary construction easement will be required over the .09 acre parcel owned by the State.

## Site 1

Proposed work for this site entails the removal of concrete structures located in a tidal area of the river channel beneath the Pulaski Street Bridge. Portions of the concrete blocks are to be removed to restore fish passage at low tide. Real estate affected by this activity is parcel 002-5965, owned by the City of Stamford through its Housing Authority. Since the sponsor owns the properties, no additional estate is required.

## Site 11

Proposed work for this site entails repair and rehabilitation of the riverbank adjacent to the highway. All work will be completed from the waterside. The affected land is owned by the City of Stamford. The estimated value of any temporary construction easement is nominal; therefore this site is not included in Table 1.

Table 1 - Affected Real Estate Parcels, Ownership and Valuation

Site Number	Parcel Description/ Common Name	Parcel Number	Zoning	Valuation	Acreage	\$/Acre	Owner	Real Estate Interest	Area of Interest (acre)	Estimated Value	Alternative Measure for which Needed	Remarks
18	Scalzi Park	002-5986	Р	\$24,350,625	48.10	\$506.250	City of Stamford	Fee	0.36	\$1,000	Riparian Restoration	Nominal value, no change in use.
17	Wright Tech	002-5874	R-7.5	\$6,076,620	19.00		State of CT	Fee	1.07	\$350,000	Freshwater	<i>g</i>
17	Wright Tech	002-5874	R-7.5	\$6,076,620	19.00	\$319,822	State of CT	TCE	0.57	\$1,000	Freshwater Wetland	Minimal impact
13	Roger Smith Park	002-6123	P	\$2,404,512	2.30	\$1,045,440	City of Stamford	Fee	0.63	\$50,000	Mill Pond Restoration	H & B use, greenspace if changed
13	Roger Smith Park	002-6123	P	\$2,404,512	2.30	\$1,045,440	City of Stamford	TCE	1.00		Mill Pond Restoration Mill Pond	Minimal impact
13	Mill River Park	002-6120	P	\$5,625,800	4.10	\$1,372,146	City of Stamford	TCE	1.00	\$20,000	Restoration	Minimal impact
10	Stamford Manor	002-5967	RH	\$2,572,200	3.17	\$811,420	Housing Authority	TCE	0.50	\$100,000	Mill Pond Restoration	Probably not eligible for credit
9	Vacant Lot	001-6093	R-5	\$153,672	0.15	. ,. ,	City of Stamford	TCE	0.15	\$10,000	Riparian Restoration	
6	Cemetery	002-6893	CL	\$365,025	0.56	,	City of Stamford	TCE	0.10	, .,	Tidal Wetland	
6	ROW	002-6912	MG	\$705,672	0.09	\$7,840,800	State of CT	TCE	0.09	\$0	Tidal Wetland	No impact
6	Czescik Homes	002-5964	R-5	\$591,150	0.90	\$656,833	Stamford Housing Authority	TCE	0.21	\$15,000	Tidal Wetland	
2	Czescik Homes	002-5965	R-5	\$963,375	1.47	\$655,357	Stamford Housing Authority	TCE	0.29	\$20,000	Tidal Wetland Pulaski Street	
1	Czescik Homes	002-5965	R-5	\$963,375	1.47	\$655,357	Stamford Housing Authority	TCE	0.29	\$20,000	Obstruction	
								Total	6.26	\$607,000		
								Subtotal	3.13	\$180,000	Mill Pond Restor	ation
								Subtotal	0.51	\$11,000	Riparian Restora	tion
								Subtotal	0.29		Pulaski Street Ob	struction
								Subtotal	0.69		Tidal Wetland	
								Subtotal	1.64	\$351,000	Freshwater Wetla	nd

Notes:

- 1. Values are based upon Stamford assessments and full value determinations.
- 2. Housing Authority land will most likely not be eligible for credit since Federal funds have been used in the construction of improvements.
- 3. Wright Tech land may not be eligible for credit if Federal funds were used in the school's construction
- 4. The footprint of the taking in Scalzi Park infers no damage. A nominal amount is assigned

## 9. RIGHTS TO BE ACQUIRED:

The local sponsor has sufficient rights and interest in the majority of land required for completion of this project. For those parcels owned by the State of Connecticut, temporary easements (Estate 15) will be acquired.

## 10. <u>ACQUISITION COSTS</u>:

The acquisition costs for the easements necessary from the State of Connecticut are estimated to be \$5,000 in total. This includes any necessary legal and title work, as well as closing and administrative costs.

## 11. SEVERANCE DAMAGES:

Severance damages usually occur when partial land takings are acquired which restrict the remaining portion of land from full economic development. There are no anticipated severance damages in this project.

## 12. RELOCATION COSTS:

Public Law 91-646, the Uniform Relocations Assistance Act of 1970, provided for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by a Federally Assisted Program. It also established uniform and equitable land acquisition policies for these projected. Included among the items under PL-91-646 are the following:

- A. Moving Expenses
- B. Relocation Allowance (Business)
- C. Replacement Housing (Homeowners)
- D. Replacement Housing (Tenants)
- E. Relocation Advisory Services
- F. Recording Fees
- G. Transfer Taxes
- H. Mortgage Prepayment Costs
- I. Real Estate Tax Refunds (Pro-Rata)

Preliminary investigations indicate that as only vacant land will be acquired, no Relocation Costs would be required for this project.

## 13. <u>ATTITUDE OF OWNERS AND NEIGHBORHOOD:</u>

The City of Stamford and the State of Connecticut, through the Department of Environmental Protection, strongly support the initiative to restore the Mill River and Mill Pond and realize the considerable benefits such a project would bring to fish and wildlife in the Rippowam River watershed. Local environmental groups including Save the Sound and the Friends of the Rippowam River support this plan.

## 14. **ZONING**

No changes in zoning are necessary for the completion of this project.

## 15. VALUATION PROCESS:

This valuation study began with a consideration of the local real estate market. The general economic conditions of the area were analyzed and sales transactions of similar properties obtained from city records. The author also contacted local appraisers, real estate brokers, and city officials to obtain any additional information on similar sales which have occurred in the community which could be used in arriving at estimates of value for the acquisition of the proposed project lands. The City of Stamford conducts a full value assessment of properties for tax purposes. These values were used for the purposes of this preliminary estimate of value and provided the basis for estimates. Temporary easements, and credits for temporary easements, were based upon differing percentages of use for the underlying fee and the results are tabulated in Table 1.

City of Stamford Office of Assessment and Tax Collection valuations for each parcel are attached as Exhibit C.

## 16. <u>DESCRIPTION OF ALTERNATIVES</u>:

The various alternatives involve a differing mixture of the parcels listed in Table 1.

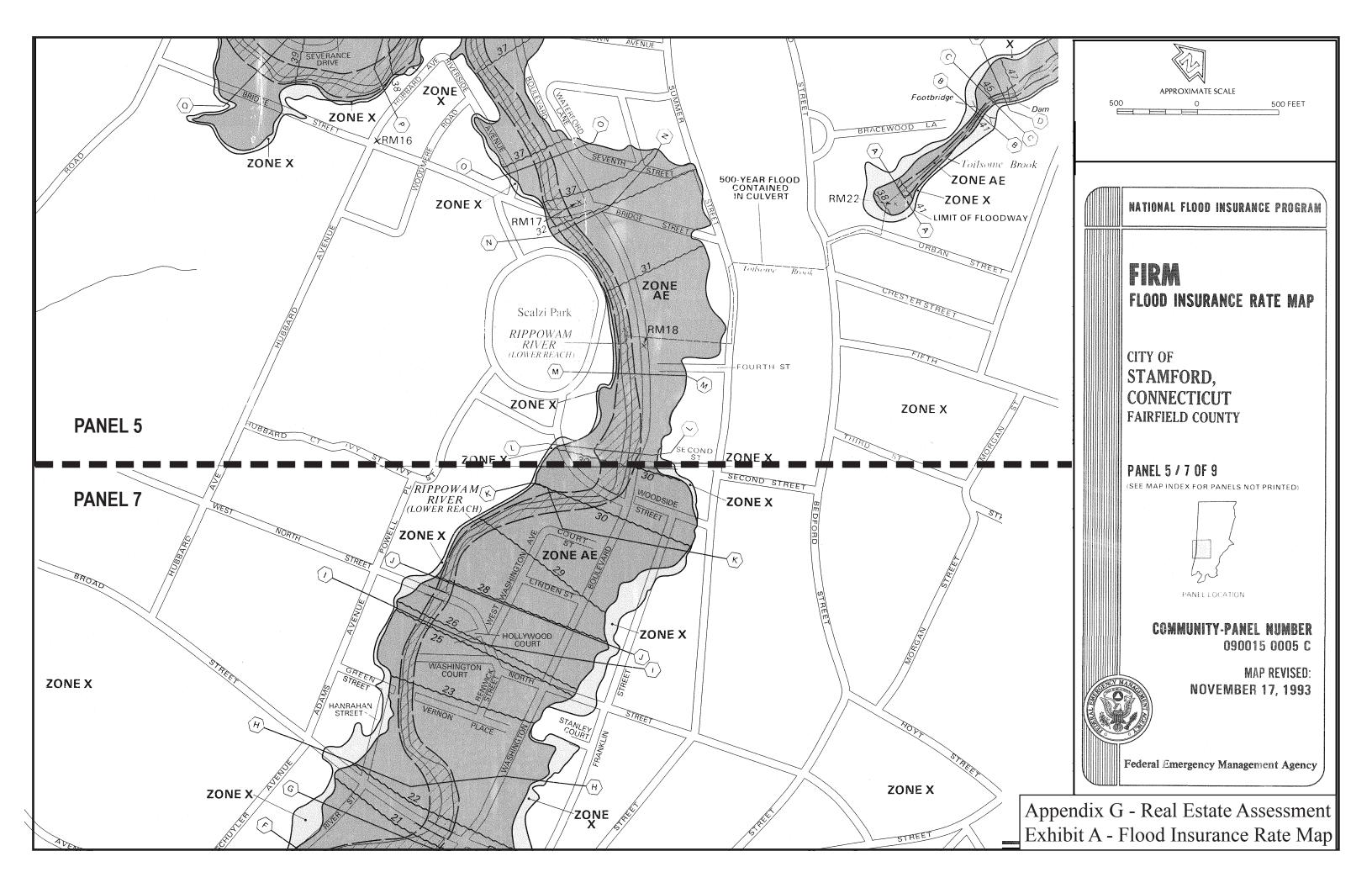
## 17. <u>SUMMARY OF REAL ESTATE COSTS</u>:

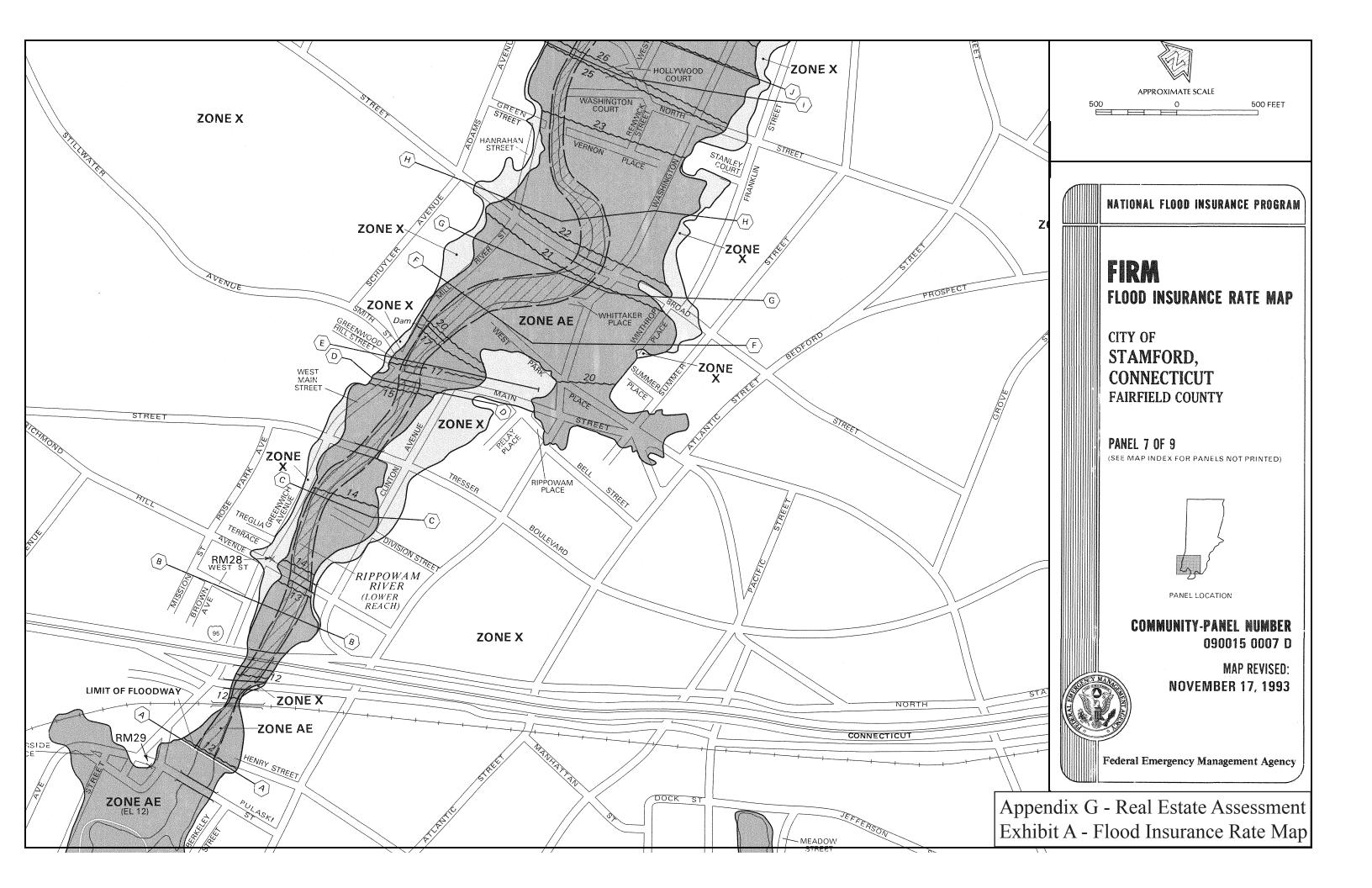
The estimated cost of any alternative can be determined by summing the value estimates for each involved parcel as shown in Table 1. For that alternative requiring the acquisition of state owned property, \$5,000 for acquisition costs must be added to the sum.

## **SCHEDULE:**

Fiscal Year (FY)	Month-Year	Project Milestone
FY 04	July 2004	Complete Feasibility Phase
	Aug 2004	Begin plans and specifications
FY 05	Mar 2005	Complete plans and specifications
	Jun 2005	Execute PCA
	Aug 2005	Appraisal and Acquisition
	Aug 2005	Advertise construction contract
FY 06	Oct 2005	Award construction contract
	Nov 2005	Begin physical construction
FY 07	Nov 2006	Complete physical construction
FY 07-10		Monitor project

## Exhibit A – Flood Insurance Rate Maps (FIRM)





## **Exhibit B – Warrant Deeds for Affected Parcels**

Note: Information for the following parcels remains to be supplied by the City of Stamford :

002-6893 Cemetery 002-6120 Mill River Park 002-6123 Mill River Park

Parcel ID(s): 002-5964 002-5965

80 976 no 173

## Know All Men By These Presents:

That I, ROBERT M. POE, Administrator of the Estate of E. Holley Poe,

in the Command Parish of Calcasieu of the City of Lake Charles

and State of Louisiana,

do hereby release and

discharge a certain mortgage from HERBERT A. SHEPARD and RUTH I; SHEPARD,

to me, the said Releasor,

dated October 17, 1957,

ai bebroom bas

the Land Records of the City of Stamford,

in the County of Fairfield

and Scare of Connecticut

in Book 820 at page 563.

Robert M. Poe, Administrator of the Estate of E. Holley Poel E)

STATE of LOUISIANA LAKE CHARLES March 29
EMERICANE
PARISH OF CALCASIEU

Personally appeared ROBERT M. POE, Administrator of the Estate of E. Holley Poe,

signer and sealer of the foregoing instrument and acknowledged the same to be

free act and deed, infercount and the frae act and deed of such

Administrator, before me.

I hereby certify that PAUL B. PAIMER is a duly qualified Notary Public in and for the Parish of Calcasieu, State of Louisians, Lake Charles, Louisians, March 29, 1963

ACTON, HILLEBRANDT, CLERK OF COURT BY: Decelon E. Stein

The land affected hereby lies in Block of the Stamford Block dap. Received for record Apr. 15, 1963 3:41 P.H. and recorded by

Joseph V. Toner, City and Town Clerk

DRM D' A CONNECTIONT - WARRANTY DULL

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Know Yc, That we, ABRAHAM FIELD and DORA FIELD, both of the City of Stamford, County of Pairfield and State of Connecticut,

for the consideration of ONE DOLLAR (\$1.00) and other valuable considera-

received to our full satisfaction of HOUSING AUTHORITY OF THE CITY OF STAMPORD.

give, grant, bargain, sell and confirm unto the said HOUSING AUTHORITY OF THE CITY OF STAMFORD,

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Con-necticut, bounded and described as follows:

54 foot by land now or formerly of the Estate of John E. Waterbury, deceased;

East

90 feet by a private way;

South

58 feet by Hain Street; and .

West.

()

911 feet by land now or formerly of Henry S. Provost and Caroline B. Fessenden.

Together with a right of way over said private way on the east for the full length of the eastern boundary of said lot to pass and repass to Main Street as fully in all respects as if said way were a public highway.

Said premises are conveyed subject to zoning and planning rules and regulations of the City of Stamford; taxes of said City of Stamford; and a lease from the Grantors to Jesse L. Wilcox, et al., dated June 29, 1966.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That the STATE OF CONNECTICUT, acting herein by Howard S. Ives, its Highway Commissioner, hereunto duly authorized thority granted by Section 13-105, Chapter 234 of the General Statutes of the State of Connecticut, Revision of 1958, and with the advice and consent of the Commissioner of Finance and Control of the State of Connecticut, for the consideration of One Dollar and other valuable considerations received to its full satisfaction of the Parking Authority of the City of Stamford, specially organized and existing under Special Act #374 of the 1953 General Assembly of the State of Connecticut, and located in the City of Stamford, County of Fairfield and State of Connecticut, does remise, release and forever QUIT-CLAIM unto the said Parking Authority of the City of Stamford, its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as it, the said Releasor, has or ought to have in or to that certain parcel of land, situated in the City of Stamford, County of Fairfield and State of Connecticut, on the southeasterly side of McCullough Street Extension, at South Street, and containing 0.3

Beginning at a point in the westerly street line of South Street, at the division line between lands now or formerly of the New York, New Haven and Hartford Railroad Company and of the State of Connecticut, land herein conveyed;

of an acre, more or less, bounded and described as follows:

Thence - southwesterly, along land of the said New York, New Haven and Hartford Railroad Company, 315 feet, more or less, to a point in the southeasterly line of McCullough Street Extension;

Thence - northeasterly, along the southeasterly line of McCullough Street Extension, said line being 25 feet southeasterly from, concentrical and parallel with the center line of the McCullough Street Extension, a total distance of 319 feet, more or less, to a point in a curved line connecting the southeasterly line of the McCullough Street Extension with the westerly line of South Street;

Thence - easterly along the said connecting line, following the arc of a circle having a radius of 20 feet and deflecting to the south, for a distance of 42 feet, more or less, to the westerly line of South Street;

Thence - southerly, along the westerly line of south Street, 40 feet, more or less, to the point of beginning.

Being portions of the premises acquired by the Releasor herein from The Connecticut Co., by a Certificate of Condemnation, dated April 23, 1956 and recorded in the Stamford Land Records in Volume 783 at Page 491, and by a Quit-Claim Deed, dated September 5, 1958 and recorded in the said land records in Volume 844 at Page 566; 932 as 598

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from Gordon A. Cameron and Lucille Cameron, by a Certificate of Condemnation, dated December 24, 1952 and recorded in the said land records in Volume 696 at Page 208, and by a Quit-Claim Deed, dated February 26, 1953 and recorded in the said land records in Volume 697 at Page 26; and from other owners in common with the said Camerons. Reference is made to a map on file in the Stamford Town Clerk's office, entitled: "Town of Stamford, Map showing Ownership of Land in Rippowam Villago acquired by The State of Connecticut, Relocation of Route U.S. #1, Scale 1"-20', G. Albert Hill, Highway Commissioner, July 1952. The said map will show all the owners who had an interest in and to that portion of the premises comprising the area of land herein conveyed.

The above described premises are conveyed subject to such rights and easements as may appear of record and to any state of facts which an inspection of the premises may show.

For a more particular description of the above described premises, reference is made to a map to be filed in the Stamford Town Clerk's office, entitled: "Town of Stamford, Map showing land to be released to Parking Authority of the City of Stamford by The State of Connecticut. Connecticut Turnpike. Scale 1"-40', May 1961, Howard S. Ives, Highway Commissioner."

TO HAVE AND TO HOLD the premises, with all their appurtenances, unto the said Releasee, its successors and assigns forever, so that neither it, the said Releasor, nor its successors, nor any other person or persons under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it is and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, the State of Connecticut, acting herein by Howard S. Ives, its Highway Commissioner, has caused its seal to be hereunto affixed, and this instrument to be executed in its behalf, this /\* day of A.D.1961.

Signed, Sealed and Delivered in the presence of

STATE OF COUNTESTICUT

Dash / Say Shight V. GOODIANDY

State Highway good lealor r

MAE T. DALY

STATE OF CONNECTICUT )
COUNTY OF HARTFORD | State | St

e 14', A.D.196

Personally appeared for the State of Connecticut, Howard S.

Ives, its Highway Commissioner, signer and scaler of the foregoing instrument, and acknowledged the same to be the free act and deed of the State of Connecticut, and his free act and deed in the aforesaid capacity, before me,

Jank y notary will

mo 932 m 599

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This conveyance is made with the advice and consent of the undersigned, in conformity with Section 13-105, Chapter 234 of the General "tatutes of the State of Connecticut, Revision of 1958.

George J. Conkling (L.S.)
George J. Conkling
Commissioner of Finance & Control
of the State of Connecticut

APPROVED AS TO FORM

The land affected hereby lies in Block 18 of the Stamford Block Map. Received for record Oct. 26,1961 at 11:55 A. H. and recorded by

Joseph V. Toner, City and Town Cler

-06-2 - 84 86-44 20 Parcel ID(s): 002-5986 002-5874

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THE QUIT-CLAIM DEED.

BYTH 801 12 582

Know Ye, That THE CITY OF STAMFORD, a Municipal Corporation in the County of Fairfield, State of Connecticut, acting herein by its Mayor, Thomas F. J. Quigley, duly authorized

्या नाम स्थान वर्षा वर्षा वर्षा के देश देश है अनुसार की स्थान है ।

for the consideration of ONE DOLLAR (\$1.00) received to its full satisfaction of THE STATE OF CONNECTICUT

does remise, release, and forever QUIT-CLAIM unto the said STATE OF CONNECTICUT

its successors RELECTION AND ASSIGNS forever, all the right, title, interest, claim and demand whatsoever as has the said releasor inxxx or ought to have in or to

ALL that certain piece, parcel or tract of land located in the City of Stamford, County of Fairfield, State of Connecticut, being the southerly portion of Woodside Park, bounded and described as follows:

Beginning at a monument at the intersection of the northesst corner of land now or formerly of Stanley J. Levine, et al; thence running in a southerly direction 9° 215° E, a distance of 325.01 feet along land now or formerly of said Stanley J. Levine, et al to the easterly terminus of Ivy Street and along land now or formerly of Horace P. Williams, et al to amonument; thence running N 79°10′55° E 370.55 feet along land now or formerly of said Horace P. Williams, et al; thence running along land of the Grantor shown as a proposed road on a map hereinafter to be mentioned, N 27° 56° 55° E 214.5 feet to the point of curvature of a curve whose radius is 400 feet; thence along said curve; to the right a distance of 195.95 feet to the point of tangent of said curve; thence N 56° 02° 55° E 386.50 feet all along said proposed road, property of the Grantor; thence N 65° 47° W 461.65 feet; thence S 85° 12° W 1248.90 feet along the remaining land of the Grantor to a point on the Easterly property land now or formerly of Peter L. Carlucci; thence S 9° 32° 10° E 96.28 feet; thence S 11° 08° 55° E a distance of 390.87 feet along land now or formerly of Peter L. Carlucci, the easterly terminus of Prince Place, land now or formerly of Sarah Nafucci and land now or formerly of Sarah Nafucci and land now or formerly of William D. Vuono, et al; thence N 81° 59° 40° E 25° 99 feet along other land of the Grantor; thence N 82° 07° 25° E 184.77 feet; thence N 80° 11° 25° E 115.01 feet; thence N 80° 41° 25° E 287.82 feet along land now or formerly of Anthony Ciardi; et ux and land now or formerly of John Pi basi 241° Anthony Ciardi; et ux and land now or formerly of John Pi basi 241° Anthony Ciardi; et ux and land now or formerly of John Pi basi 241° Anthony Ciardi; et ux and land now or formerly of John Pi basi 241° Anthony Ciardi; et ux and land now or formerly of John Pi basi 241° Anthony Ciardi; et ux and land now or formerly of John Pi basi 241° Anthony Ciardi; et ux and land now or formerly of John Pi basi 241° Anthony Ciardi; e Beginning at a monument at the intersection of the north-

Parcel ID(s): 002-5986 002-5874

BOOK 801 PAUL 583

Hoyt, Nathan L. Beardsley, Charlotte F. DeMares, Francis H. Barnes, Joseph A. Farenga, J. F. Convery, et ux, Charley B. Walton, et ux, Stanley J. Levine, et al to the place of beginning.

Said premises are more particularly delineated as an area 18.6 acres, approximately, as shown on a certain map entitled "Map of property to be conveyed by the City of Stamford to State of Connecticut. Site of Proposed Wright Technical School, Stamford, Conn. Scale 1" = 50' Contour intervals Nov. 1955 Charles P. Hurley & Associates, Winsted, Connecticut"

Releasee

To Have and to Hold the premises, with all the appurtenances, unto the said its successors xicus and assigns forever, so that neither 1t successors nor its koirscnor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom and they are by these presents forever barred and excluded. The City of Stamford has In Witness Whereof, mococ hereunto set its hand and seal 14 12 day of June A. D. 19 56 Signed, Sealed and Delivered in presence of The City of Stanford 1earus Its Mayor State of Connecticut, County of Fairfield Stamford, June Ji A. D. 1956 Personally Appeared THOMAS F. J. QUIGLEY, Mayor of the City of Stamford, as aforesaid, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed and the free act and deed of the said corporation; before me. APPROVED AS TO FORM

Motorgo Bookle

DEC 4 1956

TROUBERGY TRANS Commissioner of the Superior Court

e a and DEP. ATTORNEY GENERAL

The land affected hereby liss in Block of the Stamford Block Received for record Dec. 28, 1956 and recorded by

Joseph V. Toner, City and Town Clark

C 358-WARRANTY DEED-SURVIVORSHIP FROM IND. OR CORP. VOL 34U5 77

One Commerce Drive, Cranford, N. J. 07016

# To all Deople to Whom these Presents shall Come. Greeting:

Kingus Tr., That We, ALEXANDER R. KOPROSKI and PATRICIA A. KOPROSKI, of 222 Ocean Drive East, in the City of Stamford, County of Fairfield and State of Connecticut

herein designated as the Grantors,

for the consideration of THREE HUNDRED FIFTY THOUSAND (\$350,000.00) DOLLARS

received to the full satisfaction of the Grantors, from LISA M. IRWIN and WILLIAM E. IRWIN, II

whose mailing address is 1-5 Main Street, Stamford, Connecticut

herein designated as the Grantees,

do hereby give, grant, bargain, sell and convey to the Grantees and to the survivor of them and to such survivor's heirs and assigns forever

Premises known as 1-5 Main Street, Stamford, Connecticut more particularly bounded and described in Schedule A attached hereto and made a part hereof.

Said premises are conveyed subject to the following:

- 1. Zoning and planning rules and regulations as established by the City of Stamford, and any and all provisions of any ordinance, municipal regulation, or public or private law.
- 2. Taxes of the City of Stamford next becoming due and payable.
- 3. A boundary location agreement between Nicola Palomba and the City of Stamford dated October 15, 1930 and recorded in Book 191 at Page 347 of the Stamford Land Records.
- 4. Encroachment lines affecting Mill River established by the State of Connecticut.
- 5. Existing leases and tenancies.
- 6. Rights of others in and to Mill River.

385.00 Conveyence Test resident

Town Clerk of Stamford"

## SCHEDULE A

va 3405 PAGE 78

ALL those certain tract, pieces or parcels of land, together with the buildings and improvements thereon, located in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows:

4、新5個記憶(1916年1996) 無數(1916年1月 1日本)

## FIRST TRACT

Northerly:

35.38 feet, more or less by the southerly line of Main Street;
Westerly:
110.08 feet, more or less, by Mill River;
Southerly:
55.49 feet, more or less, by land now or formerly of Louis Godlin;
109.08 feet, more or less, by land now or formerly of Louis Godlin, Fannie Godlin and the second tract hereinafter described.

Said premises are generally shown and designated on a certain map entitled "Map of Property of Nicola Palomba at Main Street and Mill River" prepared by Leon E. Tuttle, C.E. and numbered 471, which map is on file in the Office of the Stamford Town Clerk.

## SECOND TRACT:

Northerly:

3.23 feet, more or less, by the southerly line of main Street;

Northwesterly:

39.01 feet, more or less, by land of the City of Stamford;

Westerly:

38.35 feet, more or less, by the First Tract hereinabove described;

Southerly:

25.27 feet, more or less, by land now or formerly of Fannie Godlin; and

69.28 feet, more or less, by land now or formerly of Rheinhart.

Continue Committee Committee

The above described premises constitute the majority of the premises described in a certain Certificate of Descent recorded in the Stamford Land Records in Book 486 at Page 241 but excluded from said premises is property conveyed to Rheinhart described in a deed recorded in Book 558 at Page 56.

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OF THE STAM
AT STAMPORE
ATTESTS LOSE

# VOL 3405 PAGE 79

Un Have and to Hald the premises hereby conveyed with the appurtenances thereof, unto the Grantees and unto the survivor of them and unto such survivor's heirs and assigns forever, to their proper use and behoof, and the Granters do for themselves, their heirs, successors and assigns, covenant with the Grantees and with the survivor of them and with such survivor's heirs and assigns, that the Granters are well seized of the premises as a good indefeasible estate in FEE SIMPLE; have good right to grant and convey the same in manner and form as herein written and the same are free from all incumbrances whalsoever, except as herein stated.

And Fur Hermore, the Grantors do by these presents bind themselves and their heirs, successors and assigns forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantees and to the survivor of them and to such survivor's heirs and assigns against all claims and demands whatsoever, except as herein stated.

In all references begin to approve

In all references herein in any parties, persons, entities or corporations, the use of any particular gender or the plural or aligned as under it intended to include the appropriate gender or sumber as the test of the within instrument may require.

In all references herein in any particular gender or the plural or aligned as the test of the within instrument may require.

In all references herein to appropriate gender or sumber as the test of the within instrument may require.

Corporation, it has caused these presents to be signed by its corporate officers and its corporate neal to be affixed hereto, this 31st day of March.

1989.

Signed, Bealed and Delivered in the presence of

John E. Smyth

Claudia 7 This

Alexander R. Kopes C.

Patricia a Kapende

State of Connecticut County of Fairfield

**55.** 

Stamfora

The foregoing instrument was acknowledged before me this 31st day of March

19 89 .by Alexander R. Koproski and Patricia A. Koproski.

of the stampord block map, received for record at stampord on 3-3/-89 at 3:40 p. M

Attesti Lois Pontbriant, Town and City Clerk

John E. Smyth

Commissioner of the Superior Cour

VOL 3405 PAGE 80 BLOCK NUMBER 7 To all People to whom these Presents shall Come, Greeting! 4187 KNOW YE, That we, LISA M. IRWIN and WILLIAM E. IRWIN, II, of 1-5 Main Street, of the ...City........ of .......Stamford......, in the County of ...Fairfield..... State of Connecticut, hereinafter called the Crantor, for the consideration of THREE...HUNDRED...FIFTY.... THOUSAND and 00/100-------Dollars (\$ 350,000.00...) received to his full satisfaction of ALEXANDER R. KOPROSKI and PATRICIA A. KOPROSKI of 222 Ocean Drive East, Stamford, Connecticut hereinafter called the Grantee, does give, grant, bargain, sell and confirm unto the mid the following described premises, together with all buildings and improvements thereon, including all screens, storm sash, heating and oil burning apparatus, hot water heaters, plumbing, gas and electric fixtures, stoves and other equipment necessary or incidental to the proper use thereof, now located on or hereafter placed upon said premises, all of which are declared to be a part of the realty, situated in the ..., County of .....Fairfield....., and State

Premises known as 1 - 5 Main Street, Stamord, Connecticut more particularly bounded and described in Schedule A attached hereto and made a part hereof.

City of Stamford

of Connecticut, and more particularly bounded and described as follows:

To have and to hold the above granted and bargained premises with the privileges and appurtenances thereof unto the said Grantee, its successors and assigns forever, to its and their own proper use and behoof. And also the said Grantor does for himself, his heirs, executors, administrators, successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the enscaling of these presents he is well seized of the premises, as a good indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written, and that the same is free of all incumbrances whatsoever, except any above mentioned.

And furthermore, the said Grantor does by these presents bind himself and his heirs, executors, administrators, successors and assigns forever, to warrant and defend the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except any above mentioned.

/olume Page 38/3 36

cert. Stre numb.

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SCHEDULE A

VOI 3405 PARE 81

ALL those certain tract, pieces or parcels of land, together with the buildings and improvements thereon, located in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows:

## FIRST TRACT

Northerly: 35.38 feet, more or less by the southerly

line of Main Street;

110.08 feet, more or less, by Mill River; 55.49 feet, more or less, by land now or formerly of Louis Godlin; Westerly: Southerly:

109.08 feet, more or less, by land now or formerly of Louis Godlin, Fannie Godlin Easterly: and the second tract hereinafter described.

Said premises are generally shown and designated on a certain map entitled "Map of Property of Nicola Palomba at Main Street and Mill River" prepared by Leon E. Tuttle, C.E. and numbered 471, which map is on file in the Office of the Stamford Town Clerk.

### SECOND TRACT:

Northerly: 3.23 feet, more or less, by the southerly

line of main Street;

Northwesterly: 39.01 feet, more or less, by land of the

City of Stamford;

Westerly: 38.35 feet, more or less, by the First

Tract hereinabove described;

25.27 feet, more or less, by land now or formerly of Fannie Godlin; and Southerly:

69.28 feet, more or less, by land now or formerly of Rheinhart. Easterly:

The above described premises constitute the majority of the premises described in a certain Certificate of Descent recorded in the Stamford Land Records in Book 486 at Page 241 but excluded from said premises is property conveyed to Rheinhart described in a deed recorded in Book 558 at Page 56.

## Parcel ID(s): 001-6093

Whereas the (

- L To pay all tare
- 2. To keep all bu contingencies in such 1
- 3. To keep all bu keep said property free
- 4. That the whole option of the holder be
- 5. To pay all costs any foreclosure of this
- To give Grantees as fi period of this force and effe copies of Grantees.

Now, therefore in all respects according

The covenants here beirs, executors, adminis number shall include th genders.

March

Signed, se

STATE OF CONNECT COUNTY OF FAIRFIE

Personally appeared signer sand scaler sof before me.

THE LAND AFFECTED HE OF THE STAMFORD BLOCK AT STAMPORD ON 3 -ATTESTI LOIS PONTERIAN

The condition of this Deed is such that, whereas the Grantor is indebted to the Grantos in the THREE HUNDRED FIFTY THOUSAND and 00/100----- Dollars (\$ 350,000.00) payable at its office in said Stamford, Connecticut, as evidenced by the promissory note of the Grantor payable to the Grantee, a copy of which note is as follows: Stamford, Conn., ........ March...31,...1989...... \$..350.,000..00

FOR VALUE RECEIVED, We LISA M. IRWIN and WILLIAM E. IRWIN. II. jointly and severally promise to pay to ALEXANDER R. KOPROSKI and PATRICIA A. KOPROSKI THREE HUNDRED FIFTH THOUSAND (\$.350,000.00) with interest at the rate of ......... 9.00. \$ per annum on the unpaid balance. Said principal and interest shall be payable together as follows: successive equal monthly payments of not less than Three...Thousand...One.. Hundred Forty Nine and 06/100 (\$3,149.06) ----- dollars each, first day of each calendar month, commoncing with the first payment on May 1, 1989 and continuing until the whole of said principal sum and interest shall have been paid, and said payments shall be applied in the following manner:

- 1. To the payment of interest then due on the unpaid balance of the principal sum.
- 2. To the part payment of the unpaid balance of principal.
- 3. The maker or makers hereof shall pay to the holder hereof a late charge of four (4) per cent of any monthly installment not received by the holder hereof within fifteen (15) days after the installment is due.

Upon default in the payment of any such installment or default in the performance of any of the agreements or provisions in the mortage securing this note, for a period of 30 days, or if this note shall become due and payable pursuant to any provision in said mortage, all the remainder of said debt shall become due and payable at the option of the holder hereof, without necessity for demand or notice, together with all costs of collection, including reasonable attorney's fees.

The maker or makers hereof shall have the privilege of paying the unpaid balance of this note or an amount equal to one or more monthly principal payments next due, at any time before maturity.

This note is secured by a first mortage of even date herewith on property in the City of .Stamford., ....County of Fairfield and ................................. State of Connecticut.

> ...(L.S.) /s/ William E. Irwin, II

Parcel ID(s): 001-6093

## VOL 3405 PAGE 83

## Whereas the Grantor has agreed and does hereby agree

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.S.) .S.)

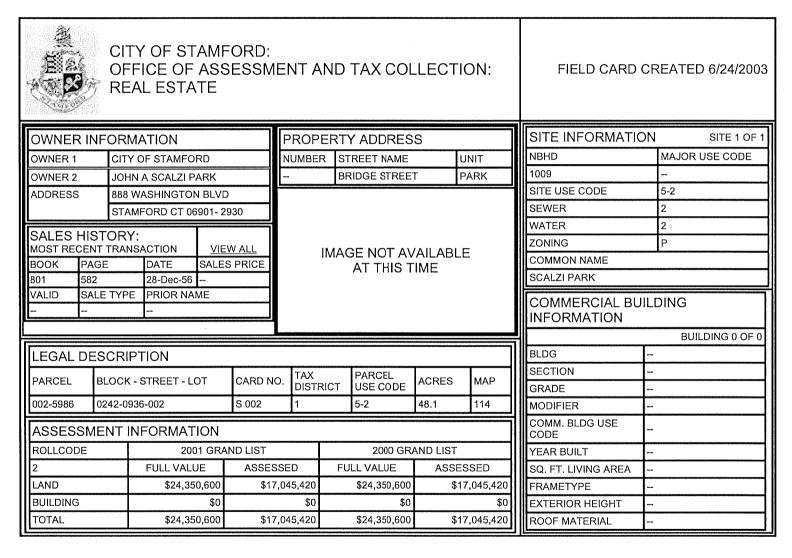
- 1. To pay all taxes and assessments of any type or nature upon said premises.
- 2. To keep all buildings on said premises insured against loss or damage by fire and other hazards and contingencies in such manner and in such companies and for such amounts as may be satisfactory to the Grantee.
- To keep all buildings on said premises in good repair, and to commit or permit no waste, and also to keep said property free from all mechanics' liens.
- 4. That the whole of the indebtedness, both principal and interest, shall become due and payable at the option of the holder hereof, upon the sale or conveyance of the said premises.
- 5. To pay all costs, charges and expenses, including reasonable attorneys' fees, incurred by the Grantee in any foreclosure of this mortgage or other legal proceeding for the collection of the debt hereby secured.
- 6. To give the Grantees an Insurance Certificate naming the Grantees as first mortgagee, and the Grantors agree during the period of this mortgage to verify that said Insurance is in full force and effect upon inquiry by the Grantees, and to deliver copies of said Insurance Certificate on an annual basis to the Grantees.

Now, therefore, if all agreements hereinabove contained shall be fully performed, and said note paid in all respects according to its tenor, then this deed shall be void, otherwise to remain in full force and effect.

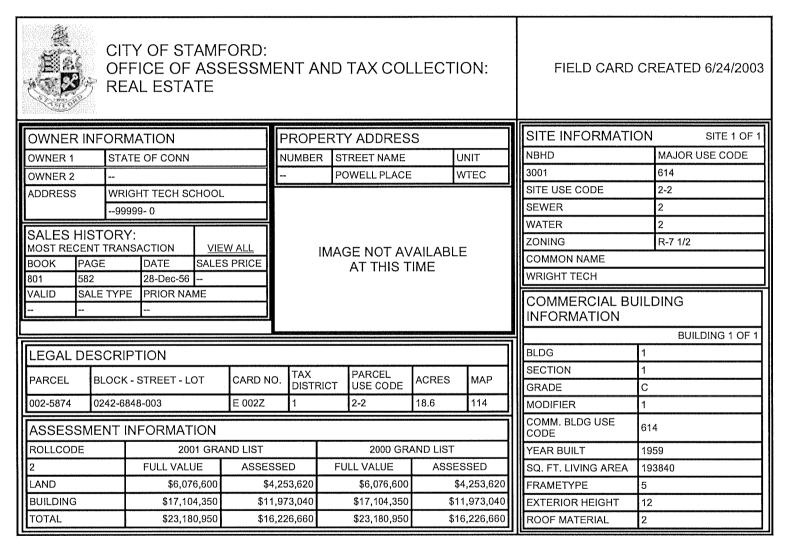
The covenants herein contained shall bind, and the benefits and advantages shall entire to, the respective beirs, executors, administrators, successors and assigns of the Grantor and Grantee. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

of	March	19.89.				
1	Signed, scaled and deli- in the presence of:					
Sol	E. Smyk	4	dua	m.L	LS	.)
YlVai	Smyth () (W.	guva	William	E. irwin, 1	(L.S	
		***************************************	***************************************	******************************	(L.S	
						Ť
	F CONNECTICUT,	55. 35. 36. 37. 38. 38. 38. 38. 38. 38. 38. 38. 38. 38	Stamp	ond, March	131, 198	3.9
Person	nally appearedLISA	M. IRWIN and	WILLIAM.E	IRWIN, II	······································	···•
signer ser	nd sealer sof the foregoin	ng instrument, and a	cknowledged the	same to bethe:	.r free act and dec	eđ,
before me	•	(	Z .	K Som	.24	
			John E. S		Netenkluis	

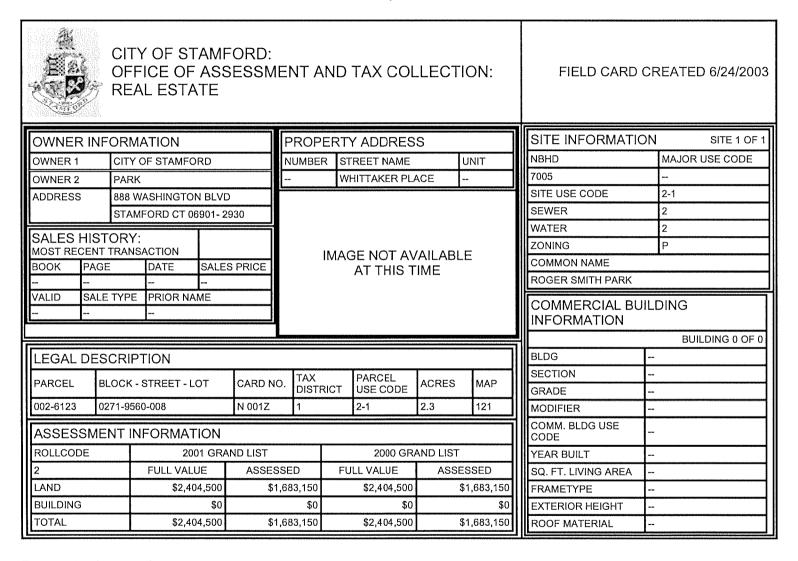
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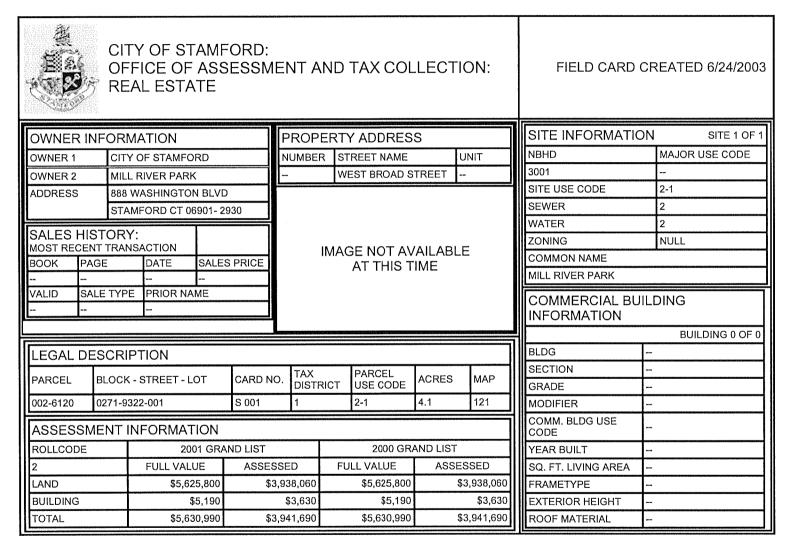
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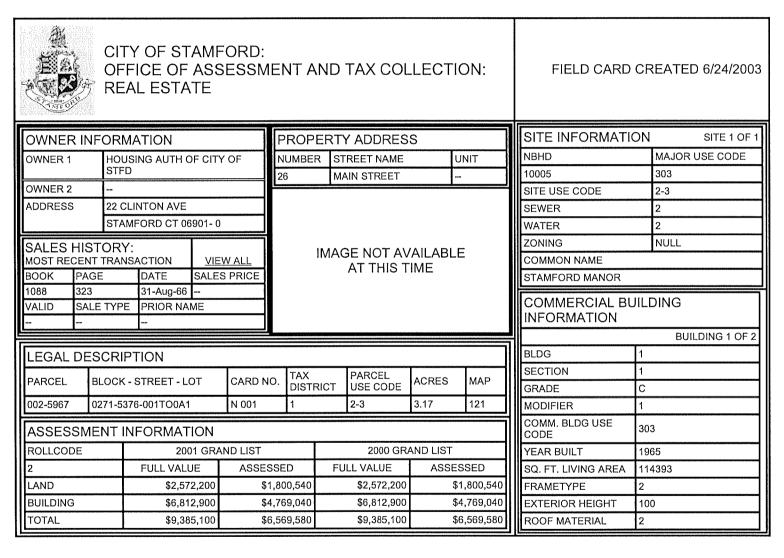
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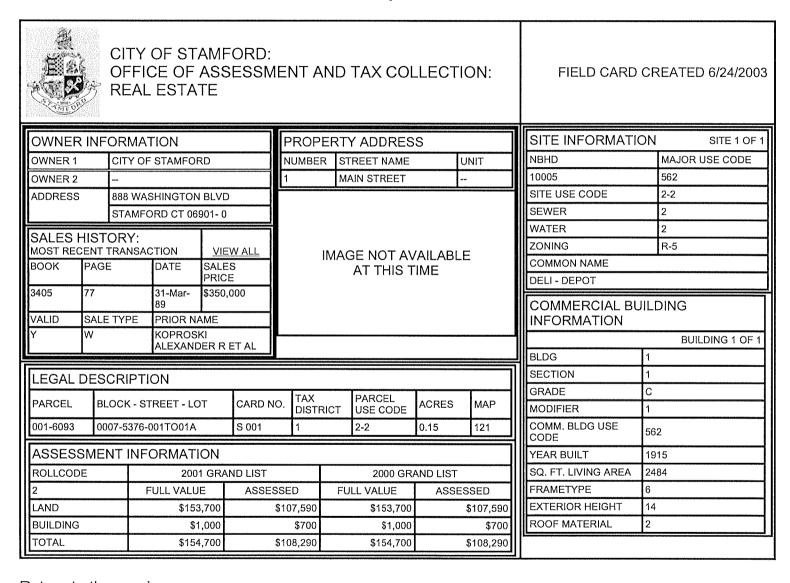
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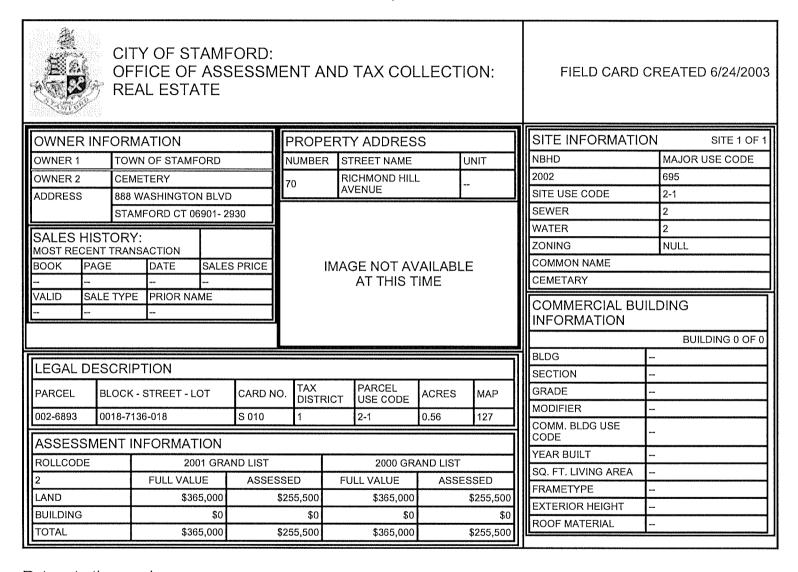
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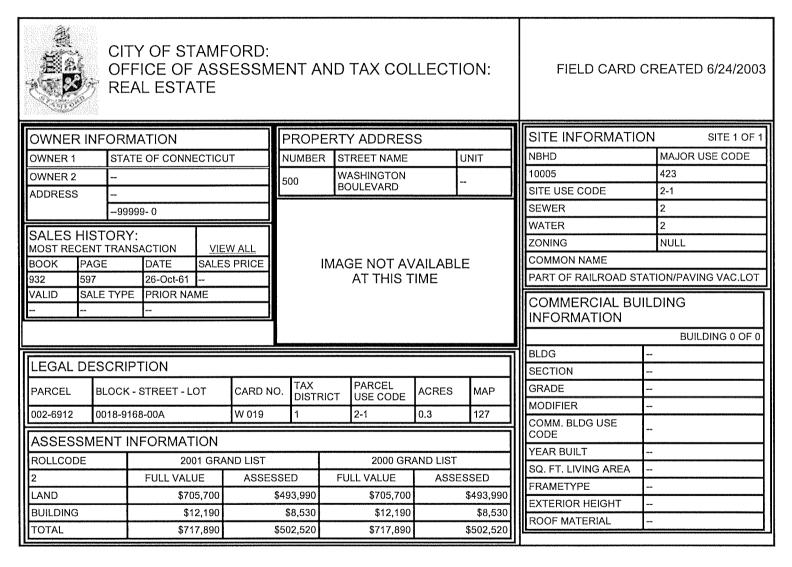
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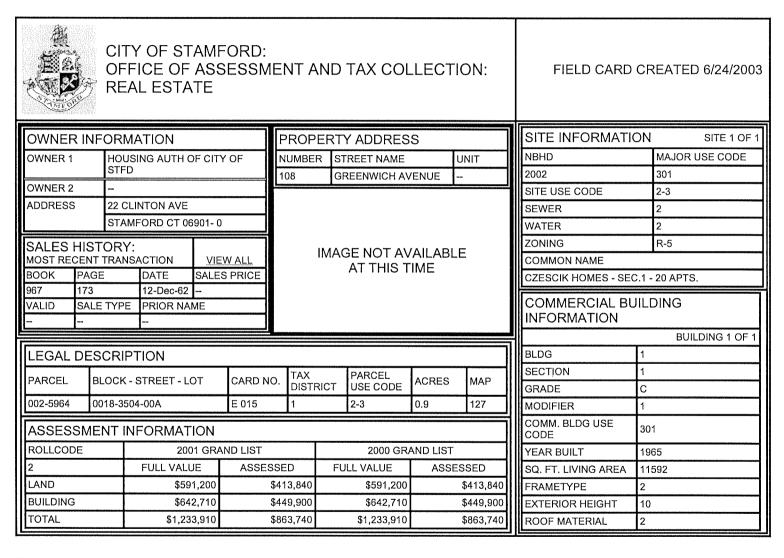
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