

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

**125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL

FROM: DOUGLAS E. HEMPSTEAD, CHAIRMAN

DATE: DECEMBER 23, 2014

RE: **SPECIAL MEETING NOTICE**

.....

A special meeting of the Planning Committee of the Common Council will be held on **Monday, January 5th, 2015 at 7:00 pm** in Room A300* in Norwalk City Hall. Please Note the Time and Location.

**PLANNING COMMITTEE OF THE COMMON COUNCIL
SPECIAL MEETING
JANUARY 5, 2015
7:00 PM**

A G E N D A

CALL TO ORDER

ROLL CALL

I. JOINT MEETING BUSINESS

A. Norwalk Land Development, LLC

Review and coordinate with the Redevelopment Agency Commission the process by which the public parties will consider Norwalk Land Development's Requested 4th Amendment to the Land Disposition and Development Agreement (LDA) by and among the Norwalk Redevelopment Agency, the City of Norwalk and Norwalk Land Development LLC and as allowed for in Section 23.14 of the governing LDA.

II. MINUTES – December 4, 2014

III. BUSINESS

A. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Review Proposed Consolidated Plan priority needs and goals
2. Review Federal Conflict of Interest Policy

IV. NEW BUSINESS

V. OLD BUSINESS

ADJOURNMENT

NORWALK LAND DEVELOPMENT, LLC

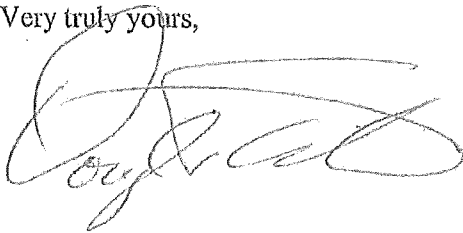
Re: 4th Amendment (the "4th Amendment") to Land Disposition and Development Agreement (the "LDA") by and among the Norwalk Redevelopment Agency ("Agency"), The City of Norwalk, Connecticut ("City") and Norwalk Land Development, LLC ("Redeveloper")

Dear Mayor Rilling and Mr. Sheehan:

At the request of the Norwalk Redevelopment Authority we are following up on our delivery of November 24th. On behalf of Norwalk Land Development LLC, I enclose a requested 4th Amendment to LDA for your consideration. The requested 4th Amendment to the LDA is submitted by Norwalk Land Development LLC for consideration under Section 23.14 of the existing LDA.

I look forward to your response and working toward completing this 4th Amendment.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Douglas T. Adams', written over a large, stylized, light-colored circular mark.

Douglas T. Adams
Sr. Director
Enclosures

CC: Felix Serrano
Douglas Hempstead

NORWALK LAND DEVELOPMENT, LLC

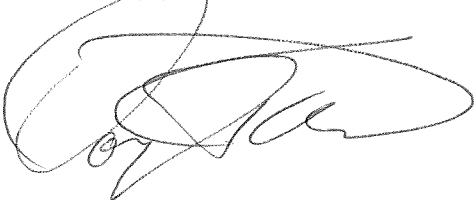
Re: 4th Amendment (the "4th Amendment") to Land Disposition and Development Agreement (the "LDA") by and among the Norwalk Redevelopment Agency ("Agency"), The City of Norwalk, Connecticut ("City") and Norwalk Land Development, LLC ("Redeveloper")

Dear Mayor Rilling and Mr. Sheehan:

Enclosed herewith please find a draft 4th Amendment to LDA for your consideration. In accordance with Section 10.1C of the LDA, I am delivering this notice and draft 4th Amendment ten (10) days prior to the next regularly scheduled meeting of the Agency.

I look forward to your response and working toward completing this 4th Amendment.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Douglas T. Adams', with a large, sweeping loop at the end.

Douglas T. Adams
Sr. Director

AMENDMENT #4 TO LAND DISPOSITION & DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Amendment #4"), made as of the ____ day of _____, 2014 by and among the **Norwalk Redevelopment Agency ("Agency")**, **The City of Norwalk, Connecticut ("City")** and **Norwalk Land Development, LLC ("Redeveloper")**,

WITNESSETH:

WHEREAS, the Agency, the City and French Norwalk LLC ("French") were parties to a certain Land Disposition & Development Agreement dated as of December 15, 2000, and executed on May 7, 2001 (the "LDA"), pertaining to real property designated as Disposition Parcels 1, 2 and 4 in the Reed Putnam Urban Renewal Area (the "Urban Renewal Area"), as shown and depicted in the "Urban Renewal Plan for the Reed-Putnam Area, Norwalk, Connecticut (Amended and Restated)" approved by the Agency on December 17, 1997 (further amendment approved March 24, 1999), and by the Common Council of the City on February 10, 1998 (further amendment approved April 13, 1999); and

WHEREAS, the foregoing Urban Renewal Plan as amended (the "Redevelopment Plan") was subsequently further amended in regard to lands not covered by the LDA, which further amendment is not relevant to the LDA or to this Amendment #4; and

WHEREAS, the LDA was amended by "Amendment #1 to Land Disposition & Development Agreement", dated December 31, 2001, among the Agency, the City and French, recorded on September 9, 2005, in Volume 5958 at Page 175 of the Norwalk Land Records; and

WHEREAS, pursuant to approval set forth in resolution adopted by the Agency on May 4, 2005, and pursuant to agreements between French and Redeveloper, French assigned its rights under the LDA to 95/7 Ventures, LLC, which assumed French's obligations under the LDA; and

WHEREAS, French and its affiliates conveyed their real property holdings in the Urban Renewal Area to 95/7 Ventures, LLC, by deed recorded on July 26, 2005, in Volume 5894 at Page 162 of the Norwalk Land Records; and

WHEREAS, to reflect the foregoing, the LDA was further amended by "Amendment #2 to Land Disposition & Development Agreement", dated October 6, 2005, and recorded on October 7, 2005, in Volume 5992 at Page 4 of the Norwalk Land Records; and

WHEREAS, the LDA was further amended by "Amendment #3 to Land Disposition & Development Agreement" by and between 95/7 Ventures, LLC, the City and the Agency, dated October 11, 2007, and a notice of which was recorded in Volume 6662 at Page 96 of the Norwalk Land Records; and

WHEREAS, the 95/7 Ventures, LLC subsequently acquired additional lands within the Urban Renewal Area as contemplated by the LDA; and

WHEREAS, by deed dated September 7, 2010, 95/7 Ventures, LLC fulfilled an obligation imposed on it by the LDA, by conveying to the City certain portions of the Redeveloper Property required by the City for the widening of West Avenue and the realignment of North Water Street (formerly, Reed Street); and

WHEREAS, by deed dated February 8, 2013, 95/7 Ventures, LLC conveyed all of its real property within the Project Site to 95/7 Enterprises LLC ("Enterprises")(Redeveloper's predecessor in title), an "Affiliate" of as such term is defined in the LDA, which transfer was accordingly a "Permitted Transfer" as described in the LDA; and

WHEREAS, by "Assignment and Assumption Agreement" dated as of February 8, 2013, 95/7 Ventures, LLC assigned to Enterprises all right, title and interest of 95/7 Ventures, LLC in and to the LDA, and Enterprises assumed and agreed to perform all of the obligations of 95/7 Ventures, LLC as Redeveloper pursuant to the LDA, and to be bound by all of the terms and conditions of the LDA that are binding upon the Redeveloper; and

WHEREAS, pursuant to "Contract for Conveyance of Remnant Parcels", dated October 24, 2013, between the City and Enterprises, the City, as required by the LDA, agreed to convey certain real property within the Project Site (the "Remnant Parcels") to Enterprises, and Enterprises as required by the LDA agreed to pay certain consideration for the Remnant Parcels, which are part of the Redeveloper Property; and

WHEREAS, pursuant to approval set forth in resolution adopted by the Agency on November 12, 2013, and pursuant to agreements between Enterprises and Redeveloper, Enterprises assigned its rights under the LDA to Redeveloper by Assignment and Assumption Agreement, dated November 21, 2013 and recorded November 26, 2013 in Volume 7931 at Page 127 of the Norwalk Land Records, whereby Redeveloper assumed all obligations under the LDA; and

WHEREAS, Enterprises conveyed the real property holdings in the Urban Renewal Area to Redeveloper, by deed dated November 20, 2013 and recorded on November 26, 2013, in Volume 7931 at Page 120 of the Norwalk Land Records; and

WHEREAS, the Redeveloper accordingly is the "Redeveloper" under the LDA; and

WHEREAS, the parties hereto have been in discussions regarding additional amendments to the LDA and this Amendment #4 to Land Disposition & Development Agreement is intended to set forth the additional amendments to the LDA which have been agreed to by the City, the Agency and the Redeveloper; and

WHEREAS, the Agency approved this Agreement and the amendments contained herein by appropriate Resolution adopted on _____, 201__; and

WHEREAS, the Common Council approved this Agreement and the amendments contained herein by appropriate Resolution adopted on _____, 201__.

NOW, THEREFORE, pursuant to Section 23.14 of the LDA, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, intending legally to be bound, agree that the LDA hereby is amended in the following respects:

1. **TERMINOLOGY.** Capitalized Terms used in the LDA as originally written shall have the same meanings in this Amendment #4. References, in the LDA or in this Amendment #4, to "the LDA", shall refer to the LDA as heretofore amended.
2. **EXHIBITS.** In addition to the changes referenced in this Amendment #4 below, the parties acknowledge that all property in Exhibit C has been acquired by the Redeveloper and is hereby merged with and into Exhibit B. Exhibit L replaced with the updated chart attached hereto.
3. **DISCONTINUANCE OF STREETS.** The City and Agency hereby acknowledge that all streets to be discontinued and/or abandoned in the LDA including without limitation in Section 5.6 have been discontinued and/or abandoned.
4. **INFRASTRUCTURE.** Notwithstanding anything to the contrary in the LDA as now written, including without limitation Exhibits E, F and G:

4.1 Necessary Traffic Improvements shall consist of those Infrastructure Improvements, and only those Infrastructure Improvements, that are necessitated by and/or required by the STC Overall Approval (n/k/a OSTA Overall Approval), as such STC Overall Approval may be modified to accommodate the revised CMSP (defined below) (the "Revised OTSA Overall Approval").

4.2 The Agency and the City hereby acknowledges that the City has completed the Necessary Traffic Improvements (as defined in Section 2.1 above) necessitated by and/or required by the existing OTSA Overall Approval and agree that the City has constructed such Necessary Traffic Improvements.

4.3 In the event the Revised OSTA Overall Approval necessitates and/or requires additional Necessary Traffic Improvements, then the cost of such additional Necessary Traffic Improvements shall be borne as follows:

4.3.1 The City shall be responsible for the cost of designing and constructing all such additional Necessary Traffic Improvements which are specifically identified in the Revised OSTA Overall Approval to be required as the result of increased background traffic or attributable to projects other than the project contemplated by the LDA upon the terms and subject to the conditions set forth in the LDA; and

4.3.2 The Redeveloper shall be responsible for the cost of designing and constructing all other additional Necessary Traffic Improvements necessitated by and/or required by the Revised OSTA Overall Approval including without limitation the costs of any below ground entrances from surrounding streets.

5. **CMSP.** Annexed hereto as Attachment Two is a revision and replacement of the Conceptual Master Site Plan ("CMSP") that originally appeared in Exhibit I to the LDA and hereby replaces Exhibit I and all amendments thereto and all references to Exhibit I in the LDA shall refer to the attached CMSP. This revised CMSP divides the Project Site into two "portions" or "Phases", and indicates which portion represents the Phase I Improvements and which portion represents the Phase II Improvements. The revised CMSP represents the Redeveloper's present conception of the proposed layout of the Project Site and design of the Improvements, and shall be subject to modification in accordance with the terms of the LDA, in particular Article IV. In addition to any other rights conferred upon the Agency and the City in the LDA, any proposed modification of the CMSP annexed hereto shall require the written consent of the Agency and shall be made available to the public in such manner as is reasonably required by the Agency, including without limitation, posting same on the City's website. The Agency agrees to act in good faith and in a reasonable manner in determining whether to approve or disapprove any such modification.

6. **AMENDMENT OF REDEVELOPMENT PLAN.** The Redeveloper consents to amendment of the Redevelopment Plan ("Plan Amendment") as set forth in Attachment One to this Amendment #4.

7. **PLANS AND TIMING.** Notwithstanding anything to the contrary in the LDA as now written:

7.1 The Redeveloper shall prepare, and before construction must secure approval by the Agency for, "Construction Plans" for each portion or Phase of the Improvements. Said Construction Plans shall not mean working drawings, but rather shall consist of site plan, floor plans for all levels, elevations in all directions, the uses and mix (unit count, square footage, parking spaces), exterior finish material, landscaping plan, pedestrian and traffic circulation plan, and progress schedule, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of the Redevelopment Plan and the LDA.

7.2 References in the LDA to "Phase I Improvement Plans" shall refer instead to the Construction Plans for the Phase I Improvements. The parties acknowledge that the Construction Plans for the Phase I Improvements (which would replace the Phase I Improvement Plans originally attached to the LDA as Exhibit J, to reflect the revised CMSP) have not yet been prepared or approved, and that such preparation and approval will follow the timetable hereinafter set forth.

7.3 Within sixty (60) days after the execution of this Amendment #4, the Redeveloper shall submit Construction Plans (as herein defined) for the Phase I Improvements to be constructed on the Project Site, and a timetable for the construction of the Phase I Improvements, for approval by the Agency. At the time the Phase I Construction Plans are submitted to the Agency, they shall also be made available to the public in such manner as is reasonably required by the Agency, including without limitation, posting same on the City's website. The Phase I Construction Plans shall be prepared in conformance in all material respects with the approved CMSP and shall be submitted to the Agency together with a statement jointly from, and jointly

certified by, the Redeveloper and Architect that such Phase I Construction Plans conform in all material respects to the approved CMSP or a statement specifying the deviations between the Phase I Construction Plans and the CMSP. To the extent that the Phase I Construction Plans would be deemed to "substantially change" the CMSP, the Phase I Construction Plans shall also be subject to the approval of the Common Council. For purposes of the immediately preceding sentence, as it relates to the term "substantial change," the parties agree that a "**substantial change**" shall be limited to the following: (i) material change in any of the approximate building locations identified in the CMSP (provided that the building footprints may be relocated provided the structure is not materially altered and otherwise complies with this Agreement), or any material change in the uses proposed at any such approximate building locations (other than elimination of retail or restaurant use from any building that is not principally devoted to retail use); (ii) introduction of above-ground parking with significant visibility from West Avenue; or (iii) any dimensional changes which (either individually, or cumulatively) would increase by more than ten (10%) percent either the highest maximum building height or greatest maximum floor area ratio presently permitted in the Project Site pursuant to the Redevelopment Plan and the Zoning Regulations. The Agency (and, where required, the Common Council) shall each have three (3) Business Days after its next regularly scheduled meeting (or if said Phase I Construction Plans are not submitted at least forty-five (45) days prior to the next regularly scheduled meeting, then three (3) Business Days after the next succeeding regularly scheduled meeting) to provide written approval or disapproval of the proposed Phase I Construction Plans, or a written request for further information, or further time for review, if necessary. If the Common Council (where required) and/or the Agency disapprove in whole or in part the proposed Phase I Construction Plans, the Common Council and/or the Agency shall state in writing the reasons for such disapproval, and the Redeveloper may submit new or revised Phase I Construction Plans for approval by the Common Council (where required) and the Agency within ninety (90) days after receipt of notice of disapproval of the proposed Phase I Construction Plans by the Common Council and/or the Agency. The foregoing submission and response proceeding (except that the Agency shall only have fifteen (15) days after receipt of the new or revised Phase I Construction Plans to approve or disapprove same, or to provide a written request for further information, or further time for review) will be followed until such time as the Redeveloper's proposed Phase I Construction Plans are approved by the Agency and (where required) by the Common Council. The Agency will act in good faith and exercise its discretion in a reasonable manner in considering whether to approve or disapprove the Phase I Construction Plans. The approval of such Phase I Construction Plans by the Agency and (where required) by the Common Council is not intended in any way to imply that same complies in all respects with the Zoning Regulations, the Plan Requirements or other Legal Requirements applicable to the Project Site. The foregoing is not intended to bind the Zoning Commission, nor shall it be interpreted or construed in a manner so as to limit the Agency's design review jurisdiction under the Redevelopment Plan with respect to the Phase I Construction Plans. The Redeveloper shall be obligated to obtain all approvals required from Governmental Authorities having jurisdiction for Phase I of the Project.

7.4 The Redeveloper shall submit any proposed modifications to the Phase I Construction Plans for approval by the Agency. At the time the modifications to the Phase I Construction Plans are submitted to the Agency, they shall also be made available to the public in such manner as is reasonably required by the Agency, including without limitation, posting same on the City's

website. The Agency agrees to act in good faith and exercise its discretion in a reasonable manner in considering whether to approve any such modifications. To the extent that any such modifications would be deemed to "substantially change" the Phase I Construction Plans, such modifications shall also be subject to the approval of the Common Council. For purposes of the immediately preceding sentence, as it relates to the term "substantial change," the parties agree that a "**substantial change**" shall be limited to the following: (i) material change in any of the approximate building locations (provided that the building footprints may be relocated provided the structure is not materially altered and otherwise complies with this Agreement) identified in the Summary of Program Areas contained in the CMPS, or any material change in the uses proposed at any such approximate building locations (other than elimination of retail or restaurant use from any building that is not principally devoted to retail use); (ii) introduction of above-ground parking with significant visibility from West Avenue; or (iii) any dimensional changes which (either individually, or cumulatively) would increase by more than ten (10%) percent either the highest maximum building height or greatest maximum floor area ratio presently permitted in the Project Site pursuant to the Redevelopment Plan and the Zoning Regulations. With respect to any requests by the Redeveloper for Agency (or, where required, Common Council) approval of any modifications to the Phase I Construction Plans, the Agency (and, where required, the Common Council) shall each have three (3) Business Days after its next regularly scheduled meeting (or if said modifications are not submitted at least forty-five (45) days prior to the next regularly scheduled meeting, then three (3) Business Days after the next succeeding regularly scheduled meeting) to provide written approval or disapproval of the proposed modifications to the Phase I Construction Plans, or a written request for further information, or further time for review, if necessary. If the Common Council (where required) and/or the Agency disapprove in whole or in part the proposed modifications to the Phase I Construction Plans, the Common Council and/or the Agency shall state in writing the reasons for such disapproval, and the Redeveloper may submit new or revised modifications to the Phase I Construction Plans for approval (where required) by the Common Council and the Agency within ninety (90) days after receipt of notice of disapproval of the proposed modifications by the Common Council and/or the Agency. The foregoing submission and response proceeding (except that the Agency shall only have fifteen (15) days after receipt of the modifications of the Phase I Construction Plans to approve or disapprove same, or to provide a written request for further information, or further time for review) will be followed until such time as the Redeveloper's proposed modifications to the Phase I Construction Plans are approved by the Agency and (where required) by the Common Council. The approval of such Modification to the Phase I Construction Plans by the Agency and (where required) by the Common Council is not intended in any way to imply that same complies in all respects with the Zoning Regulations, the Plan Requirements or other Legal Requirements applicable to the Project Site. The foregoing is not intended to bind the Zoning Commission, nor shall it be interpreted or construed in a manner so as to limit the Agency's design review jurisdiction under the Redevelopment Plan with respect to the Phase I Construction Plans. The Redeveloper shall be obligated to obtain all approvals required from Governmental Authorities having jurisdiction for the Project.

7.5 Within four (4) months after the Agency's approval of Construction Plans for the Phase I Improvements (but in no event earlier than two months after the City's adoption of the changes in Zoning Regulations proposed by the Plan Amendment), the Redeveloper shall make application for the Zoning Approvals specifically applicable to the Phase I Improvements,

including thereby any approvals from Governmental Authorities that are prerequisite to final action by the Zoning Commission. Such application or applications may be appropriately divided and appropriately sequenced.

7.6 Within six (6) months after the issuance of all Zoning Approvals and the expiration of any appeal period required for the Phase I Improvements, the Redeveloper shall submit to the affected governmental agencies Construction Documents for the Phase I Improvements as described in Section 10.2A of the LDA, and shall pursue approval thereof with commercially reasonable diligence as described in Section 10.2 of the LDA. The Redeveloper may, but need not, seek approval of Construction Documents for a portion of the Phase I Improvements, rather than the whole, in which event the Redeveloper must prepare and secure approval for Construction Documents covering the remaining Phase I Improvements so as to comply with the timetable set forth herein.

7.7 The Phase I Commencement Date shall be six (6) months after issuance of a building permit or permits for the Phase I Improvements (or so much thereof as are covered by the building permits initially sought by the Redeveloper), including thereby issuance of approvals by any Governmental Authorities that are prerequisite to issuance of such building permit or permits. The Redeveloper may sequence the construction of the Phase I Improvements as it deems appropriate, provided that, once it commences construction of the Phase I Improvements, it must pursue the same with commercially reasonable diligence.

7.8 The Phase I Completion Date shall be sixty (60) months after the Phase I Commencement Date.

The foregoing process and timetable shall be repeated with respect to the Improvements to be constructed within Phase II of the Project Site as shown on the revised CMSP (the "Phase II Improvements"), provided that (a) the process shall start with the Redeveloper's submission of Construction Plans for the Phase II Improvements, not later than four (4) months after substantial completion of the Phase I Improvements, as evidenced by the issuance of Certificates of Occupancy for the Phase I Improvements; (b) the date on which the Redeveloper commences construction of the Phase II Improvements (the "Phase II Commencement Date") shall be subject to delay pursuant to Section 16.2 of the LDA, for not more than thirty (36) months; and (c) the date for completion of the Phase II Improvements, after taking into account any such delay, shall in no event be later than six (6) years after the Phase I Completion Date.

8. **EXACTIONS.** The parties acknowledge that the revised CMSP, and the changes to the Redevelopment Plan insofar as they relate to "Preferred Development Volumes" and "Proposed Zoning Changes", call for development on the Project Site of certain improvements that are considered to meet community-wide needs, not uniquely related to the Project Site, but the Project shall be considered, labeled and identified as a "priority project" by the City and Agency. These may include public/cultural uses and/or educational uses. The parties acknowledge and agree, in an effort to complete the Project in a cooperative effort, the City and the Agency will provide assistance for development of such public/cultural uses and/or educational uses, improvements related thereto and such other improvements on the Project Site with tax-advantaged financing, allocation of new market tax credits and similar resources available to the

City including without limitation assistance (including letters of support, as may be required) with financing applications to applicable State and Federal Agencies, as the Redeveloper deems necessary in Redeveloper's reasonable discretion (e.g brownfields, state and federal transportation, energy programs, new market tax credits, etc.). The City and the Agency, although at no net cost to them, will also attempt to provide assistance through such resources for parking facilities on the Project Site.

9. **ZONING.** The Zoning Approvals described in Section 4.6 of the LDA shall include without limitation adoption of the proposed zoning changes for the Project Site set forth in Attachment One, provided, however, that any additional zoning changes proposed by the Redeveloper and/or the City of Norwalk Zoning Commission shall be subject to the approval of the Agency, the Agency agreeing to act in good faith in determining whether or not to approve such additional change(s).

10. **PERMITTED TRANSFERS.** Notwithstanding the contents of Section 14.2 of the LDA, the Redeveloper shall have the right to assign its interest in the Project and the LDA to General Growth Properties Inc. ("GGP") or an entity controlling or under common control with GGP, or a direct or indirect controlled subsidiary of GGP.

11. **EASEMENTS.** Notwithstanding Article XX of the LDA, the parties acknowledge and agree that the City and Agency shall not require any further easements in the Project Area. The City and Agency, pursuant to all necessary and appropriate approvals of Department of Public Works and/or the Planning Commission, shall grant Redeveloper an easement for the construction of air improvements over Reed Street. The easement shall include without limitation the right to close portions of Reed Street and surrounding City property during a temporary construction period and a permanent easement to maintain, repair and operate such air improvements in perpetuity.

12. **MISCELLANEOUS.** The LDA is further modified as follows:

12.1 The amendments to the LDA are hereby incorporated by reference and made a part hereof.

12.2 The Agency and the City represent to Redeveloper that to the best of their knowledge, this Amendment #4 and the Redevelopment Plan modification adopted in connection with this Amendment #4 have been duly and validly reviewed, approved and adopted by all requisite action on the part of the Agency and the Common Council and by any and all other local Governmental Authorities having jurisdiction thereof. The only effect of a breach of this representation of the Agency and the City will be that the Agency and the City will be required, at the City's sole cost, to defend against any Legal Challenges to the approval and/or validity and/or execution of this Amendment #4 and/or to the approval and/or validity of the Redevelopment Plan modification adopted in connection with this Amendment #4, and otherwise to use reasonable efforts and their reasonable judgment to establish and/or to uphold or re-establish the validity of this Amendment #4 and/or the Redevelopment Plan modification adopted in connection with this Amendment #4 (and the Redeveloper shall have no action for damages as a result of such a breach). To the extent not prohibited by law, the Agency and the

City agree to allow the Redeveloper's legal counsel to have Meaningful Participation in the City's and the Agency's defenses of such Legal Challenges.

12.3 Each party hereto by its execution of this document represents to the other that there are, as and of the date hereof, no defaults by either party under the terms, covenants or provisions of the LDA modified hereby and each party acknowledges that the other party relies upon such statement and that each party in making such statement is estopped from asserting any preexisting defaults (i.e., defaults existing prior to the date hereof) including, but not limited to, any allegations of continuing defaults. The parties, by their execution hereof, waive any and all existing and claimed prior defaults.

12.4 This Amendment #4 is executed within the jurisdiction of the State of Connecticut and the parties agree that the laws of the State of Connecticut shall be applicable to its interpretation and enforcement and each party by its execution hereof does hereby submit to the jurisdiction of the courts in the State of Connecticut or the United States District Court sited within the State of Connecticut for the resolution of any and all disputes hereunder.

12.5 Each party executing this Amendment #4 does represent to the other that the parties executing on behalf of the Landlord and/or the Tenant is duly authorized to enter into and execute this Lease Modification.

12.6 This Amendment #4 may be executed in one or more counterparts or copies, each of which when so executed shall be deemed to be an original hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to the name of each, intending it to be legally effective and binding as of the date set forth at the beginning of this Agreement.

Signed, Sealed & Delivered in
the presence of:

WITNESSES:

CITY OF NORWALK, CONNECTICUT

By _____
Harry Rilling, Its Mayor

WITNESSES:

NORWALK REDEVELOPMENT AGENCY

By _____
Felix Serrano, Its Chairperson

WITNESSES:

NORWALK LAND DEVELOPMENT, LLC
By: GGPLP Real Estate, Inc., its sole member

By: _____
Authorized Signatory

[illegible]

On this the ____ day of _____, 2014, before me, the undersigned officer, personally appeared Harry Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, Connecticut, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the corporation by himself as Mayor thereof.

Commissioner of the Superior Court

[illegible]

On this the ____ day of _____, 2014, before me, the undersigned officer, personally appeared Felix Serrano, who acknowledged himself to be the Chairperson of the Norwalk Redevelopment Agency, a municipal agency, and that he as such Chairperson, being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the municipal agency by himself as Chairperson thereof.

Commissioner of the Superior Court

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

On this the ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of GGPLP Real Estate, Inc., which is the sole member of Norwalk Land Development LLC, a limited liability company, and that he as such Manager being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the company by himself as Manager thereof.

Commissioner of the Superior Court

Attachment One: Proposed Redevelopment Plan Amendments

Appendix B, Preferred Development Program:

Appendix B, as now attached to the Redevelopment Plan, will be amended as follows:

[Revise §2, "Hotel Uses"] (a) to reflect development on Parcels 1, 2 and 4, if feasible, of a limited service hotel, with a room count consistent with the Preferred Development Volumes set forth in Appendix C which is expected to range in size from a minimum of approximately 80,000 square feet to a maximum of approximately 175,000 square feet; (b) to provide that orientation to streets and orientation to parking shall be based on sound urban design principles, consistent with the Preferred Development Volumes set forth in Appendix C and the site plan actually approved by the Agency; and (c) to delete the requirement regarding.

[revise §3, "Retail Use"] In addition, retail use on Parcels 1, 2 and 4 may be of the type that is consistent with the Preferred Development Volumes set forth in Appendix C and the site plan actually approved by the Agency. Redeveloper shall submit a retail merchandising plan for approval by the Agency.

[add to §4, "Education/Community/Public /Cultural"]

Appendix C, Preferred Development Volumes:

Appendix C, as now attached to the Redevelopment Plan, is amended by restating the preferred development volumes applicable to Parcels 1, 2 and 4 in their entirety, as follows:

Office Space:	0- 175,000 GSF
Retail Space including Public Space/Common Area	500,000 – 975,000,000 GSF
Hotel Space:	80,000 – 175,000 GSF
Education/Community: :	2,500 – 7,500

The Exhibits in Appendix C, as now attached to the Redevelopment Plan, are amended, if and as required, to accommodate the above changes to the preferred development volumes applicable to parcels 1, 2 and 4.

Public/Cultural Use: Redeveloper must contribute a total of Six Hundred Thousand (\$600,000) Dollars to fund pedestrian and transit-related amenities that will facilitate the connection of the Project Site, and of its occupants and visitors, to Matthews Park, Heritage Park and other proximate public or cultural assets. This fund may not be applied to improvements for which Redeveloper, the Agency or the City is otherwise obligated under the LDA. Possible examples of work to which the fund may be applied include, although they are not limited to, improvement of pedestrian access along Crescent Street north of the Project Site, and development of public transit shuttle service between the centers of uptown Norwalk and SoNo. The City will administer the fund, but such amenities will require Redeveloper's approval, not to be unreasonably withheld, conditioned or delayed. Redeveloper's contribution to the fund must be made one-third upon the earlier of substantial completion of the Phase I Improvements or Phase I Completion Date as set forth in the LDA, one-third upon the earlier of substantial completion of the Phase II Improvements or the date for completion of the Phase II Improvements as set forth in the LDA, and one-third upon the earlier of issuance of the final certificate of occupancy for the Improvements or the date for completion of the Phase II Improvements as set forth in the LDA.

Appendix D, Proposed Zoning Changes:

Zones: Conform to the CMSP.

Reed-Putnam Design District: Define a “Design District Development Park” (“DDDP”), which will be subject to all provisions applicable to a “Development Park”, except that it may include (1) land within either or both of Subarea A and Subarea B; (2) any or all of the uses permitted in the District’s Subarea A and Subarea B; and (3) two or more parcels that are separated by public streets.

Uses: Uses now permitted in either Subarea A or Subarea B will be permitted throughout an DDDP. Add, as necessary, to the permitted principal uses, in an DDDP, mixed use developments, including two (2) or more of the following uses: offices, including medical offices, retail stores, business service establishments, restaurants, multifamily residences and hotels and others are permitted as principal uses. DDDP Subarea A and Subarea B shall be clarified to allow the DDDP as a permitted use.

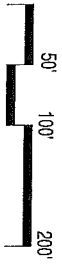
Permit as an accessory use, within an DDDP, electric power generation that may be interconnected with the outside power grid on a continuous basis, provided that on-site generating capacity does not exceed projected consumption within the DDDP; transportation terminals designed as an integral part of the structure

Height & Bulk: Modify the dimensional limitations so that, within an DDDP, as follows:, (1) there is an increase FAR maximum per lot and overall, if necessary (2) there is an increase maximum building area (coverage & parking), if necessary (3) there is no retail cap, (4) the minimum hotel size is 100 guest rooms and the maximum hotel size is 200 guest rooms, (5) the maximum hotel height is 12 stories and 175 feet and (6) there are bonuses for amenities.

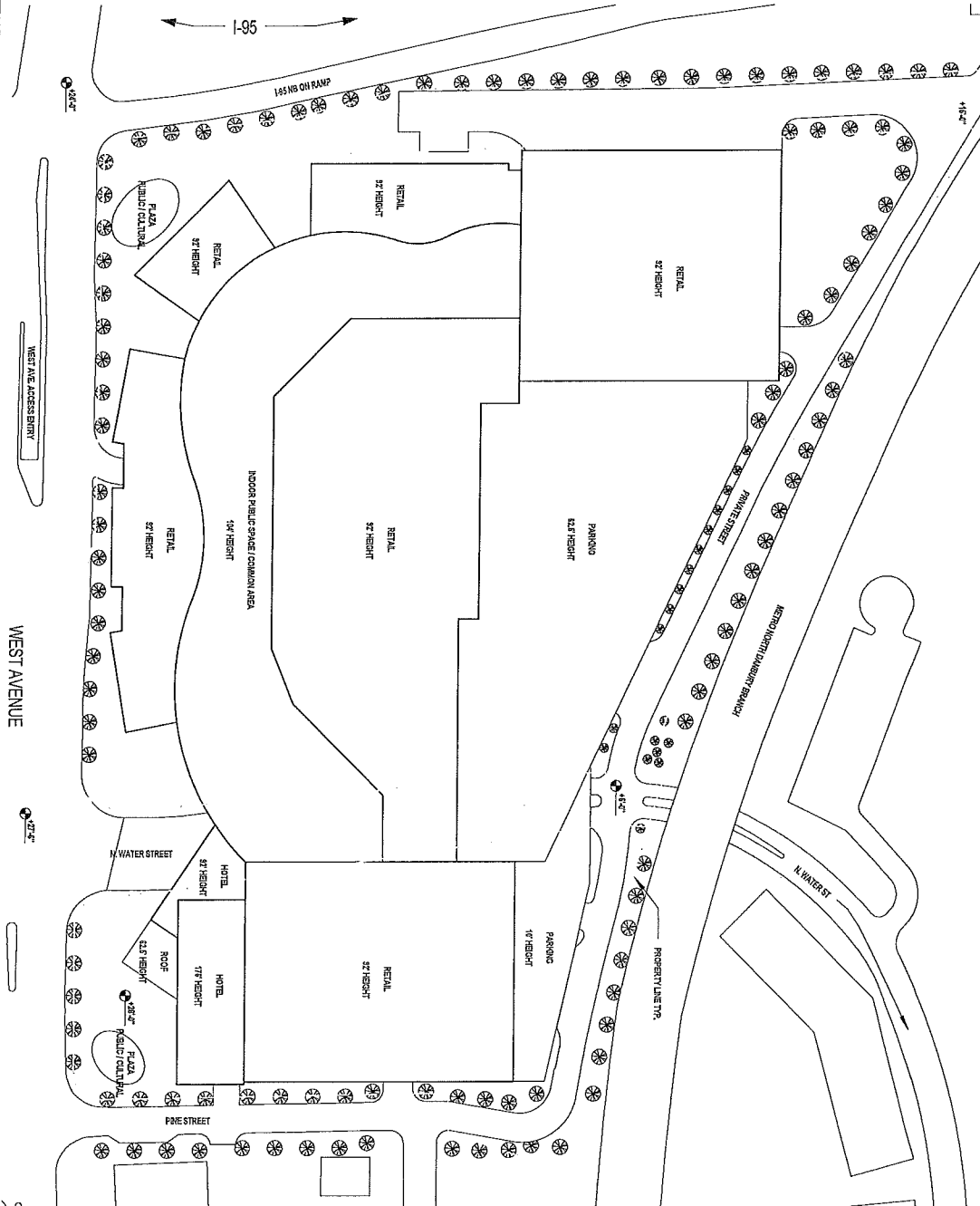
EXHIBIT L
Organization Chart

CMSP

NORWALK DEVELOPMENT



ROOF PLAN

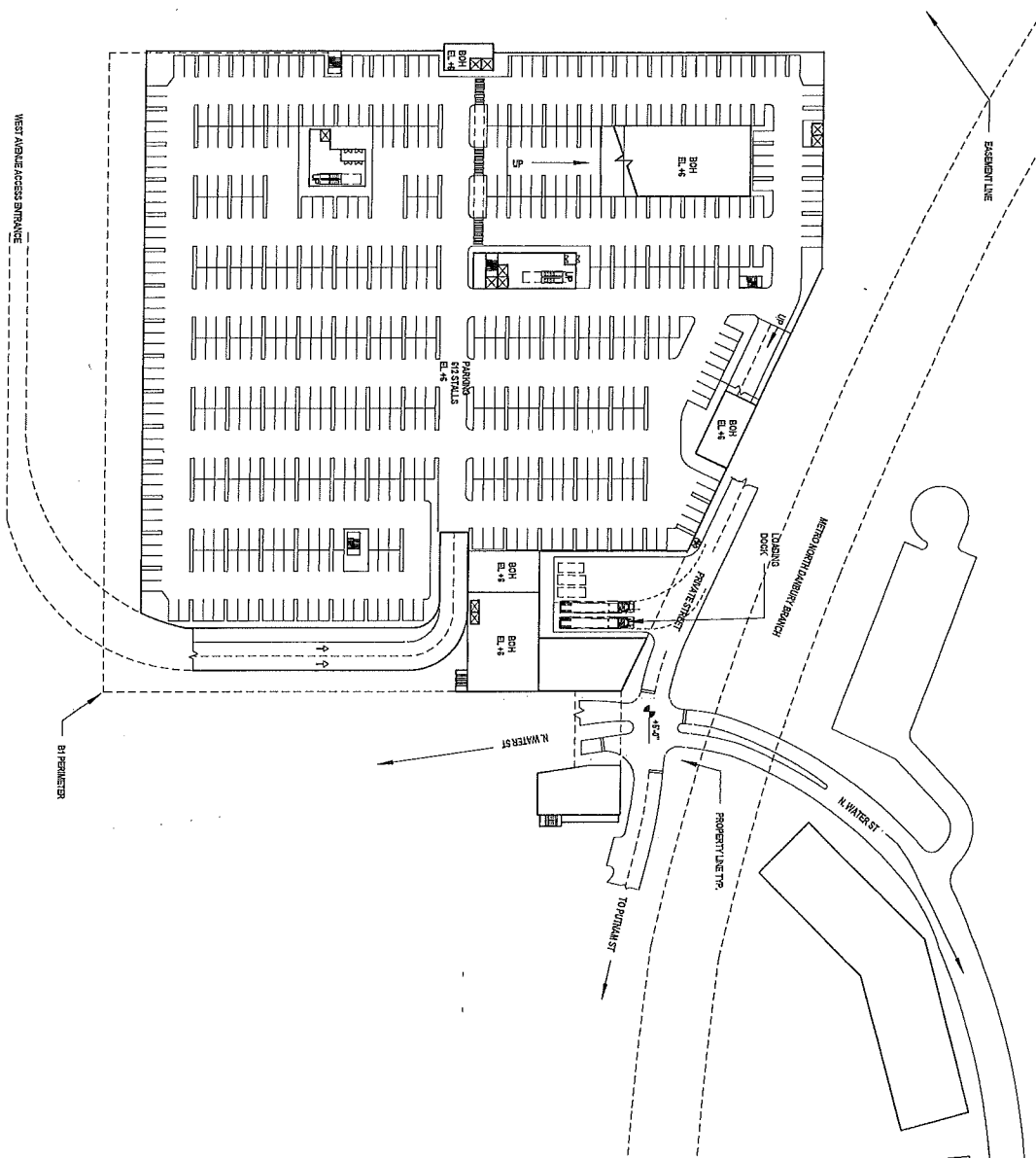


NOTE: "HEIGHT" MEASURED
RELATIVE TO BASE ELEVATION +28




$$\begin{array}{c} \text{F} \\ + \\ 5 \end{array}$$

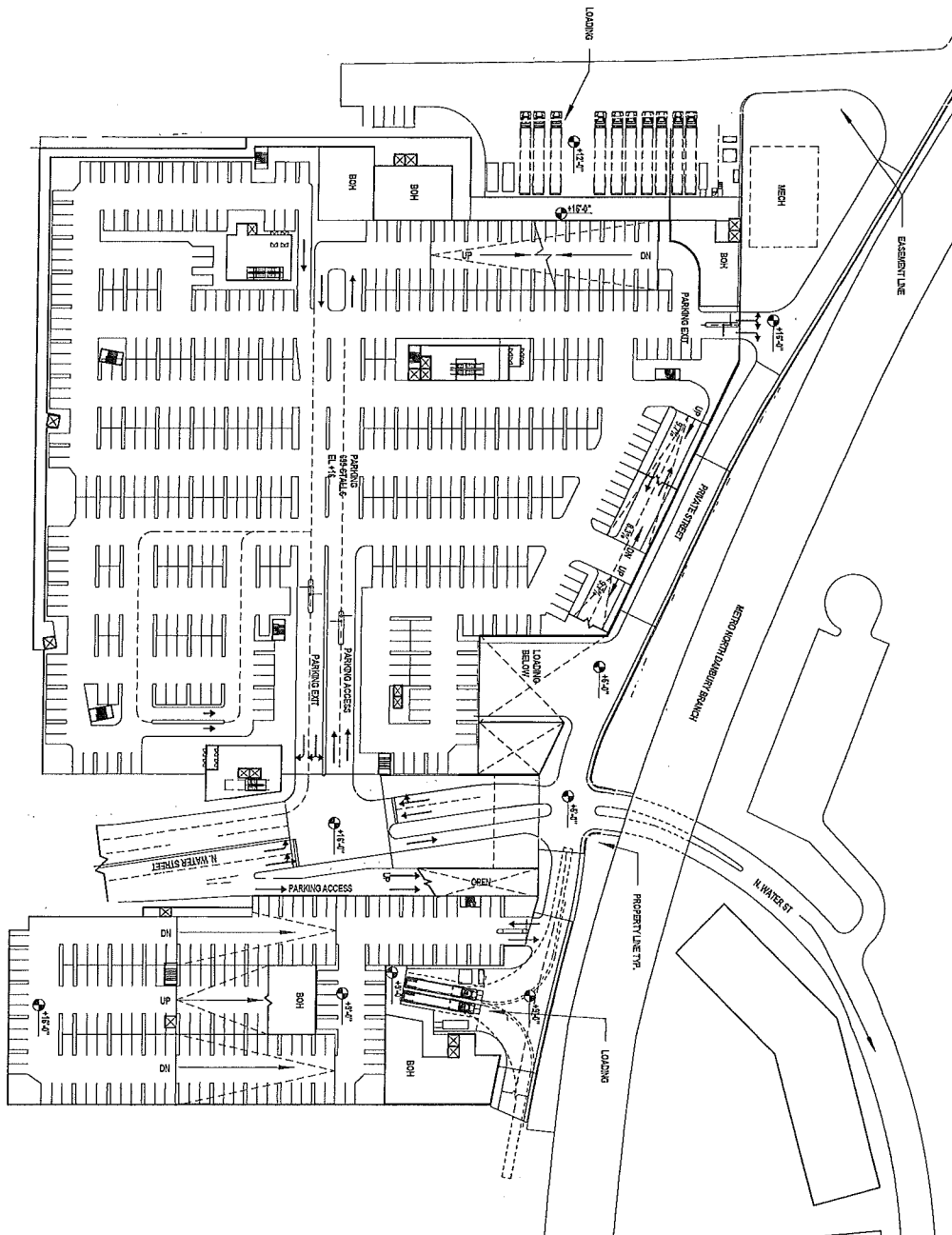

ITKIL





B1 LEVEL PLAN

EL + 16





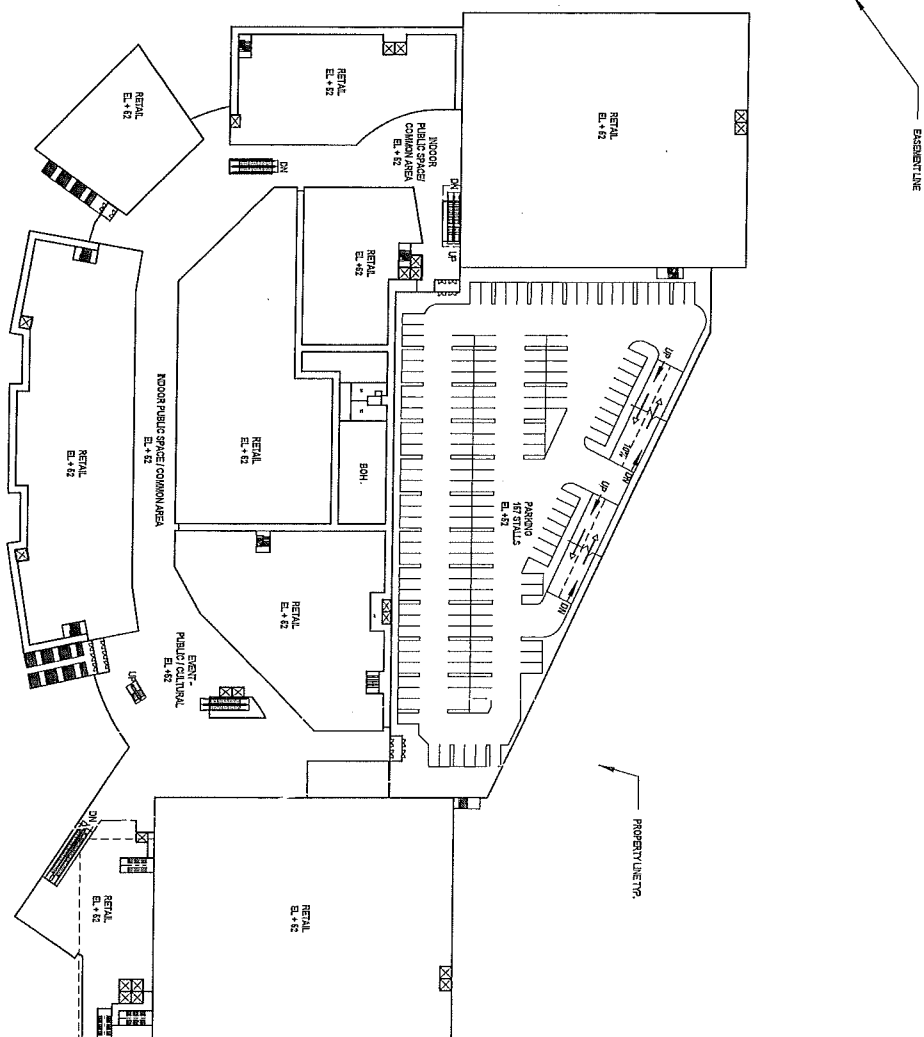
Feb 28





LEVEL 2 PLAN - MALL LEVEL 1

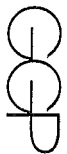
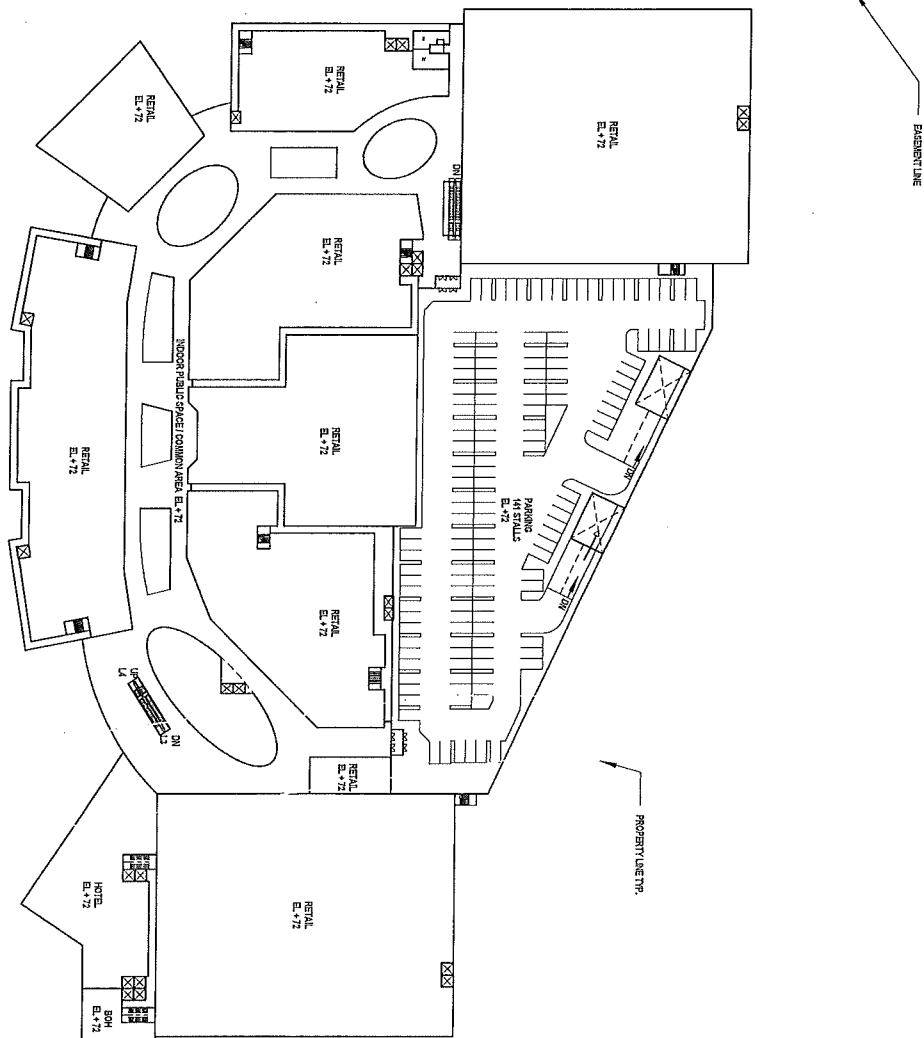
EL. + 52





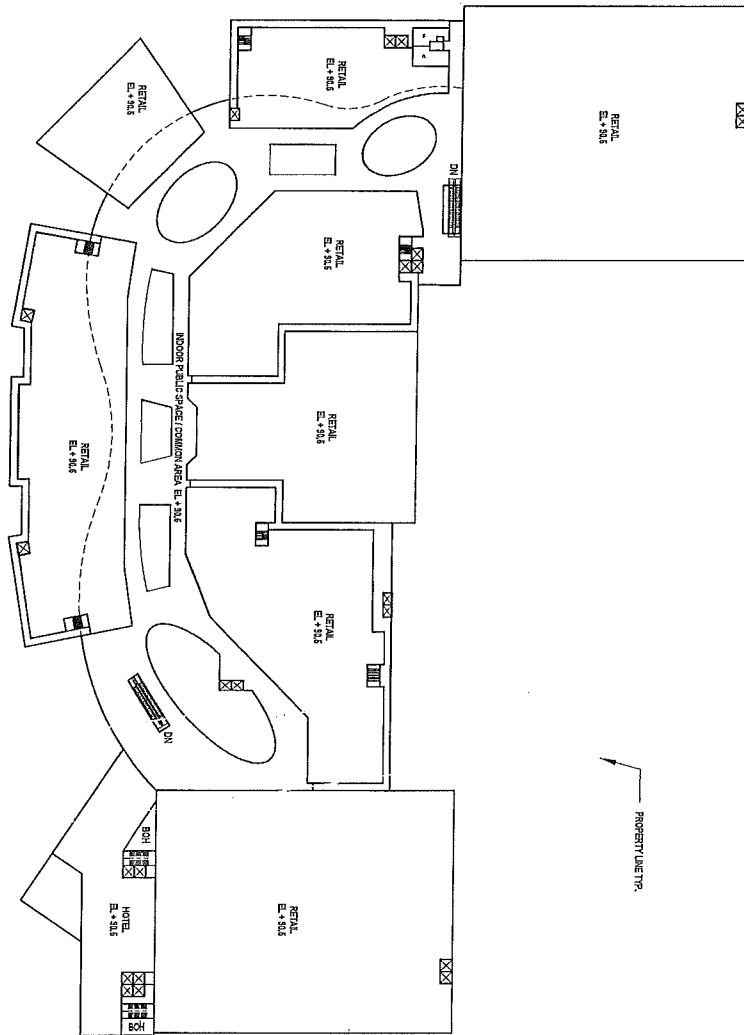
LEVEL 3 PLAN - MALL LEVEL 2

EL. + 72





EL + 905

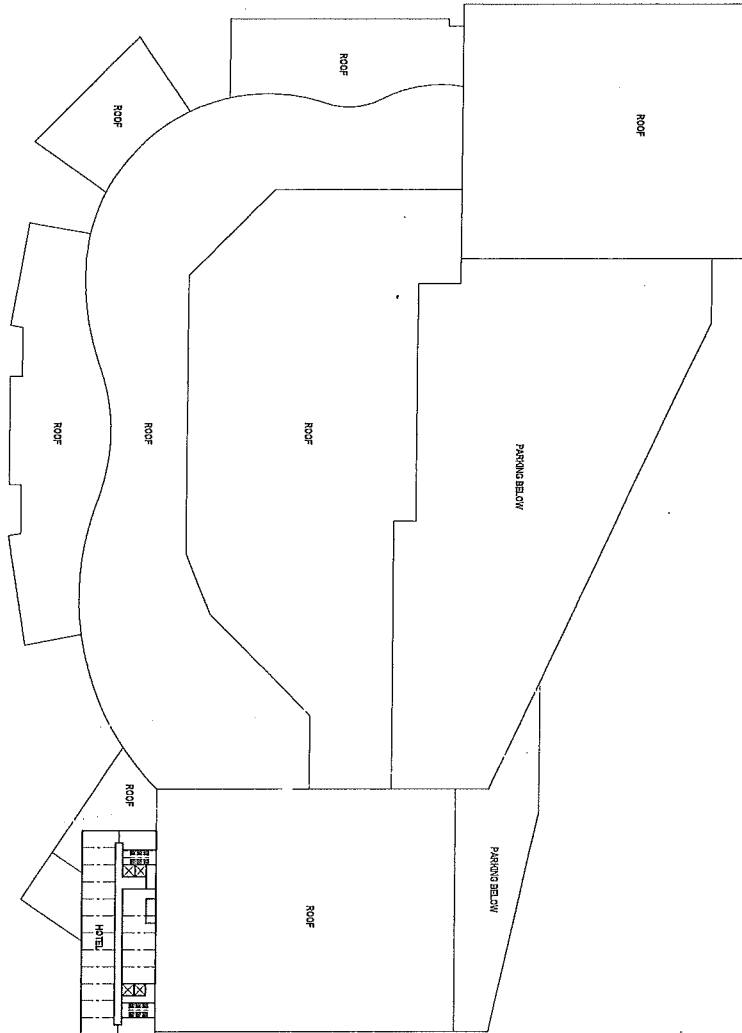


EASEMENT LINE

PROPERTY LINE TYP.



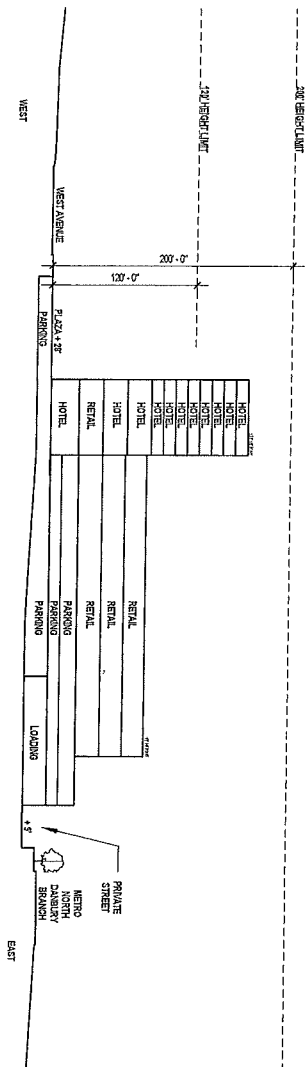
HOTEL LEVEL TYPICAL PLAN



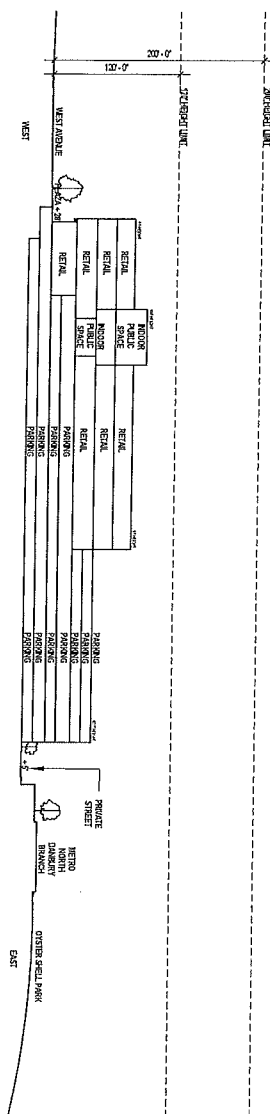


SITE SECTIONS

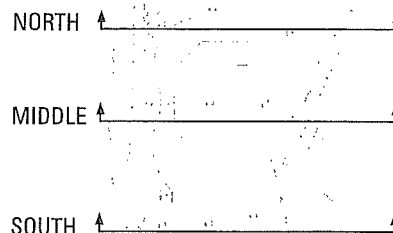
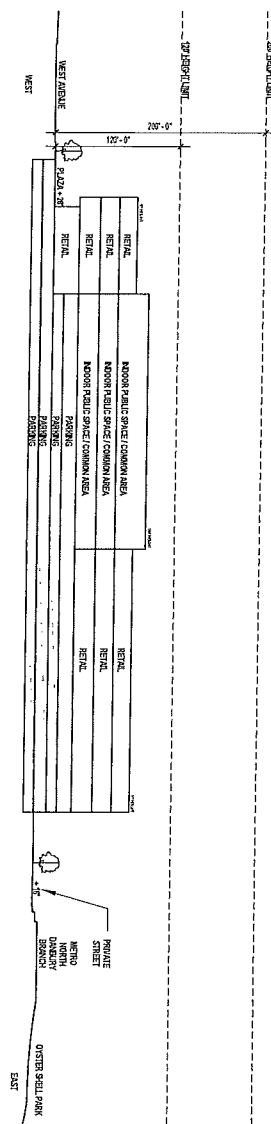
SOUTH SECTION



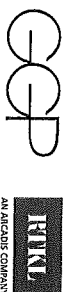
MIDDLE SECTION



NORTH SECTION



NOTE: "HEIGHT" MEASURED RELATIVE TO BASE ELEVATION +28



NORWALK LAND DEVELOPMENT, LLC - CONCEPT MASTER SITE PLAN

Site Area Calculation	<u>FAR</u>	<u>Land Area</u>	<u>Buildable Area</u>
Parcels 1 & 2	2.0	448,394	896,788
Parcel 4	2.0	123,833	247,666
TOTAL		572,227 SF	1,144,454 SF

Overall Project	<u>Units</u>	<u>Current</u>	<u>Spaces</u>	<u>Comments</u>
Retail / Restaurant / Indoor Public Area		975,000		
Office		0		
Residential	0	0		
Hotel	150	164,454		
Education / Community		5,000		
Parking Spaces			3,027	
TOTAL	150	1,144,454 SF	3,027 Spaces	

**CITY OF NORWALK
PLANNING COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
DECEMBER 4, 2014**

ATTENDANCE: Douglas Hempstead, Chair; John Kydes, Richard Bonenfant, Shannon O'Toole-Giandurco, Bruce Kimmel, Travis Simms (7:11 p.m.); Sharon Stewart (7:22 p.m.)

STAFF: Timothy Sheehan, Redevelopment Agency Director; Tammy Strauss, Director of Community Development Planning,

OTHERS: Candace Mayer, Norwalk Housing Authority; Dan Cahill, Cahill & Associates; Frank Farricker, Wall Street Theater.

CALL TO ORDER.

Mr. Hempstead called the meeting to order at 7:07 p.m.

ROLL CALL.

Mr. Hempstead called the roll. There was a quorum present

PUBLIC PARTICIPATION.

There was no one present who wished to address the Committee at this time.

I. MINUTES.

November 6, 2014

**** MR. BONENFANT MOVED THE MINUTES OF NOVEMBER 6, 2014.**
**** THE MOTION TO ACCEPT THE MINUTES OF NOVEMBER 6, 2014 AS SUBMITTED PASSED WITH FOUR IN FAVOR (HEMPSTEAD, KYDES, O'TOOLE-GIANDURCO AND KIMMEL) AND ONE ABSTENTION (BONENFANT).**

November 19, 2014

**** MS. O'TOOLE- GIANDURCO MOVED THE MINUTES OF NOVEMBER 19, 2014.**
**** THE MOTION TO ACCEPT THE MINUTES OF NOVEMBER 19, 2014 AS SUBMITTED PASSED UNANIMOUSLY.**

II. BUSINESS.

A. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Approve Advancing the Norwalk Housing Authority's Certificate of Consistency Request to the Common Council

**** MR. BONENFANT MOVED THE ITEM.**

This item was held over to this meeting in order to provide the Committee with the comments from the public.

Mr. Kimmel asked what RAB stood for. Ms Mayer said that it was “Residence Advisory Board”. He asked if all the comments were from Board members. Ms. Mayer said that they were.

Mr. Simms joined the meeting at 7:11 p.m.

Mr. Bonenfant asked about the length of the waiting lists. Ms. Mayer said that it was very long and there was about a 10% turn over of units a year, which is about 150 units. In the public, the turn over rate is 50%.

**** THE MOTION TO ADVANCE THE NORWALK HOUSING AUTHORITY'S CERTIFICATE OF CONSISTENCY REQUEST TO THE COMMON COUNCIL PASSED UNANIMOUSLY.**

2. Development of 2015-2020 Analysis of Impediments to Fair Housing Choice and Consolidated Plan for Housing and Community Development (For Information Only)

Ms. Strauss said that Mr. Cahill was present to narrate the PowerPoint on the FY 15-FY19 Consolidated Plan

Ms. Stewart joined the meeting at 7:22 p.m.

Mr. Hempstead asked about the timetable. Ms. Strauss reviewed the dates. Mr. Hempstead said that there had been issues in the past where the timelines were very tight. Mr. Hempstead asked if there could be a special meeting set up to work on the Consolidated Plan between January and February.

A discussion followed about the public comment period. Mr. Sheehan said that he would be concerned about sending something out for public comment that the Committee had not yet seen.

Mr. Kimmel asked Mr. Cahill whether there were other municipalities that were overwhelmed with the requirements. Mr. Cahill said that it appears that each year, the HUD requirements have increased. Mr. Kimmel pointed out that this particular committee has dealt with a large amount of information and two required public hearings. Mr. Hempstead asked if the staff could conduct the hearings. Mr. Kimmel said that while the time would be well spent, it was an organizational issue.

Ms. O'Toole-Giandurco asked how the staff handles the incoming data when the applications were also coming in. Ms. Strauss said that it was complicated because of all the HUD requirements. Mr. Sheehan commented that the CDBG funding for the staff administration was 20%, but the actual staff time involved exceeds this. Mr. Sheehan said that over time, the funding has been cut by about 60%. Discussion followed. Mr. Hempstead asked if someone could come down from HUD to give an overview of how the HOME funding is calculated.

Mr. Hempstead asked Mr. Cahill how one would determine when the staff time on the program exceeds the amount of funding awarded. Mr. Cahill suggested that perhaps the Committee would like to select an area of need and fund one key agency in the area and then award several smaller funding amounts to satellite programs or agencies. Discussion followed.

B. GLOBE THEATER.

1. Update on Section 108 Application.

Mr. Frank Farricker, the Wall Street developer, came forward and introduced himself. He pointed out that he had been before the Committee three years ago. In October 2012, the Council had advanced a 108 loan for this project. He said that the name of the theater development has been changed to the Wall Street Theater. He then recited all the various iterations of the theater's name over the years.

He said that it is anticipated that the doors will be reopened on September 24, 2015, on the 100th anniversary of the original theater opening

Mr. Bonenfant asked about the parking issue. Mr. Farricker said that the main parking will be at the Yankee Doodle Garage. He said that he had been working with the Parking Authority regarding this.

Mr. Kimmel asked about the details of the historic restoration. Mr. Farricker reviewed the details of the restoration work.

Mr. Hempstead said that the Council had requested a marketing plan. Mr. Farricker said that he did have one and would be sending it to the Redevelopment Agency to distribute to the Council Members.

Ms. Strauss and Mr. Sheehan reviewed the information contained in the November 24, 2014 memo regarding the HUD loan status. Staff strongly supports moving forward on this project. Mr. Farricker explained that the theater would receive no money from the Federal loan until the Theater has received the Certificate of Occupancy.

Mr. Kimmel asked why the State Environmental process was not acceptable to the Federal Government. Mr. Sheehan pointed out that Mr. Farricker had purchased the property before an application was submitted. The Federal government is requiring the compliance for Part 58 environmental review.

Mr. Kimmel stated that the City was well protected in the process. Patriot Bank is the guarantor on this loan.

Mr. Bonenfant asked if the theater would pass the environment review. Mr. Farricker said that there had already been three environmental reviews.

C. WALL STREET REDEVELOPMENT PLAN.

1. POKO Project Update.

Mr. Sheehan said that there were two specific requests from POKO. One was a letter that the City request POKO to commence construction. He then gave an overview of the second letter. Mr. Sheehan said that the determinations have been made within the terms of the LDA and went on to review the terms.

Mr. Kimmel commented that this was exactly where the City projected the project would be.

Mr. Kydes asked how the City would regain the possession of the parking lots. Mr. Sheehan explained how this could be done. He pointed out that having the site as a unified site was more valuable to a developer than one with small parcels without street frontage. Discussion followed.

III. NEW BUSINESS.

Mr. Sheehan then distributed copies of the 2015 meeting schedule.

Ms. Stewart left the meeting 8:53 p.m.

**** MR. SIMMS MOVED TO SUSPEND THE RULES TO CONSIDER THE 2015 PLANNING COMMITTEE CALENDAR.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** MR. KYDES MOVED TO APPROVE THE 2015 PLANNING COMMITTEE
CALENDAR AS PRESENTED.**

**** THE MOTION PASSED UNANIMOUSLY.**

OLD BUSINESS.

There was no old business to consider at this time.

ADJOURNMENT.

**** MR. BONENFANT MOVED TO ADJOURN**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:55 p.m.

Respectfully submitted

S.L. Soltes
Telesco Secretarial Services

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL
FROM: TAMI STRAUSS, DIRECTOR OF COMMUNITY DEVELOPMENT PLANNING
DATE: DECEMBER 22, 2014
RE: PROPOSED CONSOLIDATED PLAN PRIORITY NEEDS AND GOALS

As presented by consultant Dan Cahill at December's Planning Committee meeting, the 2015-2020 Consolidated Plan for Housing and Community Development (ConPlan) is currently in development. The ConPlan is expected to be available for public comment at the end of March (at the same time as the PY41 Annual Action Plan) and approved by the Common Council in time for submission to HUD on May 15, 2015. Mr. Cahill's firm analyzed and collected data from a variety of sources to determine the community development and housing needs of the City. The resulting "Priority Needs" are each assigned a series of "Goals" and each Goal has a "Target" accomplishment associated with it. The following Priority Needs, Goals and Targets are proposed for the 2015-2019 ConPlan:

Priority Needs	Goals	Targets
Increase High Quality and Affordable Housing Opportunities	Residential Rehabilitation - High Priority	236 housing units
	Code enforcement	1 program
Expand Economic Opportunities	Economic Development: Technical Assistance - High Priority	20 businesses
Modernize Public Facilities and Infrastructure	Public Facility Rehabilitation - High Priority	20 public facilities
	Public Infrastructure Modernization & Safety Improvements - High Priority	3 public facilities and 13 area benefit projects
Increase Available Social Services	Basic Services - High Priority (Senior Services, Youth Services, Child Care)	690 people
	Health & Mental Health Services - High Priority	495 people
	Employment training	300 people
	Housing Services - High Priority (Fair Housing, Counseling, Security Deposit Assistance)	625 people and 2 area benefit projects
	Neighborhood cleanups	3 area benefit projects

CDBG applications are required to be consistent with the Priority Needs and Goals outlined in the ConPlan. Additionally, each project or program must be an eligible activity under HUD's CDBG program structure. Unlike the previous ConPlan, the 2015-2020 Plan specifically defines each of the above Goals by CDBG eligibility activities/codes. It is hoped that this change will streamline the CDBG process, making it more straightforward for:

- A potential applicant to determine if their project/program is eligible for funding
- Agency staff to determine if the project/program is eligible for funding and track progress towards meeting ConPlan Targets
- Common Council members to determine if the project is a priority for funding

NO ACTION IS REQUESTED

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

**125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL
FROM: TAMI STRAUSS, DIRECTOR OF COMMUNITY DEVELOPMENT PLANNING
DATE: DECEMBER 22, 2014
RE: FEDERAL CONFLICT OF INTEREST POLICY

At tonight's Planning Committee Meeting members will hear a presentation from Department of Housing and Urban Development (HUD) representatives detailing federal Conflict of Interest Policy as it relates to decision-making and administration of the Community Development Block Grant (CDBG) Program and any other federal programs the City administers.

As presented by HUD at a region-wide meeting last November, a number of nuanced Conflict of Interest issues have arisen in the region (southern New England). As such, Agency staff requested this presentation by HUD representatives as a means of educating Agency staff and Common Council members on Conflict of Interest regulations so as to avoid potential negative findings as they relate to conflict of interest in the ongoing administration of the CDBG program.

Pursuant to Title 24, §570.611 of the Code of Federal Regulations, no persons who exercise any functions or responsibilities with respect to HUD-funded activities, or who are in a position to participate in the decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HUD-funded activity, or have a financial interest, including compensation, in any contract, subcontract or agreement with respect to a HUD-funded activity, or with respect to the proceeds of a HUD-funded activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after. HUD defines "family ties" as the spouse, parent (including stepparent), child (including stepchild), brother, sister (including stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person, regardless of whether the relation is by blood, marriage or adoption.

In the upcoming CDBG program year, potential conflict of interest will be identified in two ways: 1) by the applicant organization and 2) by self-disclosure by an elected official. A conflict of interest may render an organization ineligible to receive funding.

Elected officials with a conflict of interest, but having received an "exception" from HUD (request for an exception must be submitted in advance and in writing to HUD), must withdraw from the decision making process with respect to the organization.

NO ACTION REQUESTED