AMENDMENT #4 TO LAND DISPOSITION & DEVELOPMENT AGREEMENT

THIS Amendment #4 to Land Disposition & Development Agreement ("Amendment #4"), is made as of the ______ day of __________, 2015 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 (the "Third Amendment"), and a notice of which was recorded in Volume 6662 at Page 96 of the Norwalk Land Records; and

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WHEREAS, 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 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 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 Amendment #4 and the amendments contained herein by appropriate Resolution adopted on [__________] [____, 201__]; and
WHEREAS, the Common Council approved this Amendment #4 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 further amended, effective as of the Effective Date, in the following respects:

1. TERMINOLOGY. Capitalized terms not otherwise defined in this Amendment #4 shall have the same meanings as defined in the LDA. References in the LDA or in this Amendment #4, to the “LOA” or the “Agreement”, shall refer to the LDA as in effect prior to the Effective Date.

1.1 The terms “State Traffic Commission” or “STC” shall refer to the Connecticut Office of the State Traffic Administration (“OSTA”), a subdivision of the State Department of Transportation, which is the successor body to the Connecticut State Traffic Commission.

1.2 The terms “DEP” and “DEP Commissioner” shall refer to the Department of Environmental and Energy Protection of the State of Connecticut (“DEEP”) and the Commissioner of DEEP, as successor to DEP.

1.3 The term “Land Use Approval” shall mean all those governmental permits and approvals required for the construction of the Improvements, including but not limited to such permits and approvals issued by any federal, state or municipal agency such as but not limited to the Zoning Commission, Planning Commission, OSTA, DEEP, or the State of Connecticut Department of Transportation, but shall not be deemed to include building or similar administrative permits issued by the City.

1.4 The term “Final Land Use Approvals” shall refer to any Land Use Approval which has been approved as a final action of that Governmental Authority having jurisdiction over that matter and all periods in which to take any appeal have expired and which: (i) is not subject to any condition not acceptable to Redeveloper, in Redeveloper’s sole and exclusive discretion, (ii) has not been appealed by a third party unrelated to Redeveloper, or (iii) if appealed, has been fully and finally resolved in favor of the Redeveloper, as determined by Redeveloper in its sole and exclusive discretion, with the expiration of any further appeal periods or rights to appeal.

1.5 The term “Effective Date” of this Amendment #4 shall mean that the Agency and the Common Council have approved this Amendment #4 and the Agency has approved the Plan Amendment, as the term “Plan Amendment” is defined in Section 6 below, to the Urban Renewal Plan; (a) any periods during which a legal challenge of this document or the Plan Amendment may be instituted have expired; (b) none of the approvals have been challenged by a third party unrelated to Redeveloper, or if challenged, all such challenges have been fully and finally resolved in favor of the Redeveloper, as determined by Redeveloper in its sole and exclusive discretion, with the expiration of any further appeal periods or rights to appeal. If no
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 Exhibit C hereby merged with and into Exhibit B. Exhibit B and Exhibit C to the LDA are hereby replaced by Revised Exhibit B attached to this Amendment #4. Exhibit L to the LDA is hereby replaced with the updated chart attached to this Amendment #4 as Revised Exhibit L.

3. **DISCONTINUANCE OF STREETS.** The City and Agency hereby confirm that all streets to be discontinued and/or abandoned pursuant to the provisions of the LDA, including without limitation Section 5.6, have been discontinued and/or abandoned.

4. **INFRASTRUCTURE.** Notwithstanding anything to the contrary in the LDA as in effect prior to Effective Date, including without limitation Exhibits E, F and G:

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

4.2 The Agency, the City and the Redeveloper hereby acknowledge and agree that the City has completed the Necessary Traffic Improvements (as defined in Section 4.1 above) necessitated by and/or required by the existing OSTA Overall Approval and agree that the City has constructed such Necessary Traffic Improvements.

4.3 The Redeveloper shall be responsible for the cost of designing and constructing all additional Necessary Traffic Improvements necessitated by and/or required by the Revised OSTA Overall Approval or the City directly attributable to the Project contemplated by this Amendment #4 including, without limitation, the costs of any below ground entrances from surrounding streets.

5. **CMSP.** Annexed hereto as Revised Exhibit I is a revision and replacement of the Conceptual Master Site Plan ("CMSP") that originally appeared in Exhibit I to the LDA. All references to Exhibit I in the LDA, or to Attachment Two in Amendment #3 to the Land Disposition Agreement & Development, shall refer to the CMSP attached as Revised Exhibit I. The CMSP, as revised, represents the Redeveloper's present conception of the proposed layout of the Project Site and design of the Improvements, and shall be subject to future modification in accordance with the terms of the LDA, in particular Article IV; provided, however, notwithstanding any provision of the LDA to the contrary, except as a result of event described in Section 18.13 (Force Majeure), the Redeveloper may not make more than two (2) "substantial changes," as defined in Section 4.4 of the LDA, to the CMSP.

6. **AMENDMENT OF REDEVELOPMENT PLAN.** The Redeveloper consents to Agency's processing and approval of an amendment of the Redevelopment Plan ("Plan Amendment") substantially in the form attached as Attachment One to this Amendment #4 and
references in the LDA and this Amendment #4 to the Redevelopment Plan shall refer to the Redevelopment Plan as so adopted.

7. SINGLE PHASE; AGENCY APPROVAL OF CONSTRUCTION PLANS. Notwithstanding anything to the contrary in the LDA, as in effect prior to the Effective Date, the following provisions of this Section 7 and Section 10.2A of the LDA shall govern the approval of the Construction Plans by the Agency:

7.1 Notwithstanding anything to the contrary in the LDA, as in effect prior to the Effective Date, the parties acknowledge and agree that the Improvements and the Project are to be constructed in a single Phase. Any reference in the LDA as to the term “Phase I” shall be deleted and any section of the LDA in which the term “Phase I” is used shall be interpreted to reflect the fact that the Improvements and the Project are to be constructed in a single phase. References in the LDA, as in effect prior to the Effective Date, to "Phase I Improvement Plans" shall refer instead to the Improvements as defined in Section 7.2 below.

7.2 Any reference in the LDA, as in effect prior to the Effective Date, to the term "Phase I Improvements" shall be deleted and the term “Improvements” (as defined in the LDA) shall be substituted in lieu thereof.

7.3 The Redeveloper shall prepare, and before construction must secure approval by the Agency for, "Construction Plans" for each portion of the Improvements. The term 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 (including but not limited to square footage and 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.

7.4 As part of the site plan Zoning Approval process, the Redeveloper shall submit Construction Plans (as defined above) for the Improvements to be constructed on the Project Site, and a timetable for the construction of the Improvements, for approval by the Agency. At the time the 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 Construction Plans for the Improvements shall be prepared in conformance in all material respects with the approved CMSP, as revised, and shall be submitted to the Agency together with a statement jointly from, and jointly certified by, the Redeveloper and Architect that the Construction Plans for the Improvements conform in all material respects to the approved CMSP, as revised, or a statement specifying the deviations between the Construction Plans for the Improvements and the approved CMSP, as revised. To the extent that the Construction Plans for the Improvements would be deemed to "substantially change" the CMSP, as revised, the Construction Plans for the Improvements 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, as revised (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 the Construction Plans for the Improvements 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 Construction Plans for the Improvements, 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 Construction Plans for the Improvements, the Common Council and/or the Agency shall state in writing the reasons for such disapproval, and the Redeveloper may submit new or revised Construction Plans for the Improvements for approval by the Common Council (where required) and the Agency within ninety (90) days after receipt of notice of disapproval of the proposed Construction Plans for the Improvements 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 Construction Plans for the Improvements 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 Construction Plans for the Improvements 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 Construction Plans for the Improvements. The approval of such Construction Plans for the Improvements 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 Construction Plans for the Improvements. The Redeveloper shall be obligated to obtain all approvals required from Governmental Authorities having jurisdiction for the Project.

7.5 The Redeveloper shall submit any proposed modifications to the Construction Plans for the Improvements for approval by the Agency. At the time the modifications to the Construction Plans for the Improvements 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 Construction Plans for the Improvements, 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 CMSP, as revised, 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 Construction Plans for the Phase I Improvements, 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 Construction Plans for the Improvements, 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 Construction Plans for the Improvements, 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 Construction Plans for the Improvements 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 Construction Plans for the Improvements 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 Construction Plans for the Improvements are approved by the Agency and (where required) by the Common Council. The approval of such Modification to the Construction Plans for the Improvements 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 Construction Plans for the Improvements. The Redeveloper shall be obligated to obtain all approvals required from Governmental Authorities having jurisdiction for the Project.

7.6 Section 7.3 of the LDA which addresses additional Improvements following the completion of the initial Phase of Improvements, is hereby deleted in its entirety, to reflect the agreement of the parties that the LDA shall only be applicable to one Phase of development and shall not thereafter govern future development on the Project Site.

7.7 For avoidance of doubt, the amendments to the LDA that were made pursuant to Section 5.10 of the Third Amendment, which reference a “Phase II” of the Project, are hereby deleted and deemed to be of no further force and effect.
7.8 For avoidance of doubt, the amendments to the LDA that were made pursuant to Section 5 of the Third Amendment addressing "Plans and Timing" are expressly modified by this Amendment #4, and to the extent that any provision of the Third Amendment conflicts with any term of this Amendment #4 with respect to the matters discussed herein, such conflicting provisions shall be deemed to be of no further force and effect.

8. APPROVALS AND TIMING. Notwithstanding anything to the contrary in the LDA, the following provisions of this Section 8 shall govern the process with respect to approvals for the Project other than the approval of the Construction Plans by the Agency addressed in Section 7 above:

8.1 Within four (4) months after the Effective Date, the Redeveloper shall file with the Zoning Commission a complete application for the Zoning Approvals specifically applicable to the Improvements, including any approvals from Governmental Authorities having jurisdiction over the Project, including but not limited to the Agency, that are prerequisite to final action by the Zoning Commission. Such application or applications may be appropriately divided and appropriately sequenced. A complete application shall be defined as those items described on Attachment Two to this Amendment #4.

8.2 Within six (6) months after the issuance of all Final Land Use Approvals required to construct the Improvements, the Redeveloper shall submit to the affected Governmental Authorities the Construction Documents for the Improvements as provided 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 Improvements, rather than the whole, in which event the Redeveloper must prepare and secure approval for Construction Documents covering the remaining Improvements so as to comply with the timetable set forth herein. Without regard to whether or not the Redeveloper shall have submitted proposed modifications to the Construction Plan as provided in Section 7.5 above, the Redeveloper agrees that it shall obtain a building permit or permits within three (3) months after the Agency has approved the Redeveloper's stamped Construction Plans for the Improvements.

8.3 The Improvements Commencement Date shall be the date a building permit or permits for the Improvements (or so much thereof as are covered by the building permits initially sought by the Redeveloper) is or are issued, including 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 Improvements as it deems appropriate, provided that, once it commences construction of the Improvements, it must pursue the same with commercially reasonable diligence. Any reference in the LDA as presently in effect to the "Phase I Commencement Date" shall be deleted and the term "Improvements Commencement Date" shall be inserted in lieu thereof.

8.4 Redeveloper shall complete the Improvements by the "Improvements Completion Date" which shall be thirty eight (38) months after the Improvements Commencement Date. The Improvements shall be deemed complete for purposes of the Improvements Completion Date upon issuance of a temporary certificate of occupancy with respect to the mall depicted on the
CMSP, as revised, and substantial completion of the hotel shell depicted on the CMSP, as revised. Thereafter, the Redeveloper shall obtain a temporary certificate of occupancy with respect to the hotel portion of the Project within nine (9) months following Improvements Completion Date, provided, however, that the Redeveloper may request an extension of up to three (3) months for the temporary certificate of occupancy for the hotel portion from the Agency. Any reference in the LDA to the term “Phase I Completion Date” shall be deleted and the term “Improvements Completion Date” shall be inserted in lieu thereof.

8.5 Beginning thirty (30) days after the Effective Date and continuing until the Improvements have been completed, the Redeveloper shall provide the City and Agency staff with written reports every thirty (30) days detailing the progress of completion of application materials or construction activities, all as relevant to any particular point in time. The purpose of these reports is to ensure that the City and the Agency are apprised of all activities undertaken by the Redeveloper in connection with furtherance of the Project, in general, and the likelihood that the improvements Completion Date will be met. Such reports shall be substantially in the form attached hereto as Attachment Three to this Amendment #4.

8.6 Not later than twenty (20) months following the Improvements Commencement Date, the Redeveloper shall provide the Agency and the Common Council with written verification that a hotel operator agreement is in full force and effect. Notwithstanding the foregoing, the Redeveloper shall promptly notify the Agency and the Common Council within thirty (30) days of entering into an agreement with a hotel operator. The Redeveloper shall promptly notify the Agency and the Common Council if such hotel operator agreement is in default or terminated subsequent to that date but prior to the proposed opening of the hotel.

9. 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, will also attempt to provide assistance through such resources for parking facilities on the Project Site. In providing such assistance, neither the City nor Agency shall be required to incur third-party out-of-pocket expenses, unless reimbursed by Redeveloper.

10. 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 to this Amendment #4, 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).

11. PERMITTED TRANSFERS. Notwithstanding the provisions of Section 14.2 of the LDA, the Redeveloper shall have the right to assign its interest in the Project and the LDA, as amended by this Amendment #4, 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. Except as permitted herein, and notwithstanding the provisions of Section 14.2 of the LDA, as in effect prior to the Effective Date, prior to the Improvements Completion Date the Redeveloper shall not be permitted to assign or transfer its interests in the Project and the LDA, without the prior written approval of the Agency and the City in their sole but reasonable discretion.

12. 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 internal approvals of Department of Public Works, Zoning Commission, and/or the Planning Commission, shall grant Redeveloper: (i) an easement for the construction, use and maintenance of improvements over North Water Street as shown on the CMSP, as revised, (ii) an easement under West Avenue to the extent reasonably necessary to permit the construction, use and maintenance of a subsurface entrance to the parking facility proposed to be constructed as part of the Project and shown on the CMSP, as revised, and (iii) a surface easement to allow for widening, paving and use by vehicles and pedestrians over and across Crescent Street or the formerly abandoned portion of Crescent Street. The easements shall be located generally as depicted on Revised Exhibit I to this Amendment #4 and shall include without limitation the right to reasonably close portions of North Water Street, West Avenue and Crescent Street and surrounding City property during a temporary construction period and a permanent easement to use, maintain, repair and operate such easements in perpetuity provided they remain consistent with the uses permitted by the LDA as amended by this Amendment #4 and consistent with the CMSP, as revised. Further, Redeveloper shall make reasonable improvements to the portion of North Water Street under the above mentioned easement to ensure it remains accessible for pedestrian foot and bike traffic, provided the Redeveloper obtains all appropriate approvals from the appropriate Government Authorities and such improvements shall be maintained at Redeveloper's sole cost and expense. The Redeveloper shall pay the City $1,022,500.00 in consideration for said easements within thirty (30) days of Redeveloper receiving all Final Land Use Approvals.

13. TAX INCENTIVES. The City, the Agency, and the Redeveloper hereby agree that notwithstanding anything to the contrary in the LDA, Section 32-71(a) of the Connecticut General Statutes and Chapter 36 of the Norwalk Municipal Ordinances or any other applicable municipal ordinances of the City, the portion of the Project Property's assessed value that is subject to tax deferrals, abatements and/or incentives under Section 32-71(a) of the Connecticut General Statutes shall begin on the first full assessment year following the Improvements Completion Date and continue for seven (7) years and shall be determined as follows:
Year  Deferred amount

1  The greater of (i) 100% of the amount of the assessed value that is less than or equal to $80,000,000 or (ii) 50% of the total assessed value

2  The greater of (i) 100% of the amount of the assessed value that is less than or equal to $80,000,000 or (ii) 50% of the total assessed value

3  The greater of (i) 50% of the amount of the assessed value that is less than or equal to $80,000,000 or (ii) 50% of the total assessed value

4  The greater of (i) 40% of the amount of the assessed value that is less than or equal to $80,000,000 or (ii) 50% of the total assessed value

5  The greater of (i) 30% of the amount of the assessed value that is less than or equal to $80,000,000 or (ii) 50% of the total assessed value

6  The greater of (i) 20% of the amount of the assessed value that is less than or equal to $80,000,000 or (ii) 50% of the total assessed value

7  The greater of (i) 10% of the amount of the assessed value that is less than or equal to $80,000,000 or (ii) 50% of the total assessed value

The Improvements shall be aggregated for purposes of determining the overall tax assessment.

The Redeveloper hereby waives its rights to challenge the tax deferrals referenced above and/or request property tax deferrals in excess of those referenced above. For the avoidance of doubt, the intent of this Section 13 is to ensure that the Redeveloper receives a tax incentive of paying fifty (50%) of the property taxes otherwise due for the first seven (7) years following the Improvements Completion Date. Furthermore, in consideration of the City agreeing to the aforementioned Tax Incentives, the Redeveloper, its successors and/or assigns, hereby agree that for real property assessment purposes, they shall not dispute the City’s (or any of its agents) classification of the Project as a Class A Mall (as that term is defined in Section 16 below) for a period of ten (10) years following the Improvements Completion Date. The aforementioned acknowledgement by the Redeveloper shall be a binding admission in any real property assessment appeal taken within ten (10) years of the obtaining a final certificate of occupancy by the Redeveloper and its successors and/or assigns. Furthermore, the Redeveloper shall give the Common Council and the Agency at least thirty (30) days prior written notice prior to seeking any “sales tax” tax incentive financing for the Project.

14. **CIRCULATOR.** The Redeveloper shall participate in the community circulator program that is being proposed as a result of the Project and surrounding projects by making a one time lump sum contribution. The Redeveloper’s required up-front contribution to the circulator program shall be limited to a single up-front payment in the amount of $550,000.00 to be applied only toward transportation improvements in the area of the Project and shall be held in the Project Operating Account. The contribution shall be made by the Redeveloper upon
receipt of Final Zoning Approvals. The community connectivity plan for the Project is attached hereto as Attachment Four to this Amendment #4.

15. **PERMITTED PROJECT USES.** Notwithstanding anything to the contrary set forth in the LDA, an aggregate of no more than six percent (6%) of the Gross Leasable Area of the Project may be operated as one or more restaurants during the period beginning on the Effective Date and ending on the date that is ten (10) years following the Improvements Completion Date. For purposes of this provision, “Gross Leasable Area” shall mean the total floor area designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors, but does not include common space, seasonable outdoor space or the hotel. For the purposes of this provision, “restaurant” shall be defined as any tenant within the Project that sells, as its primary business, any type of food and beverage to be consumed within the Project and which has a liquor permit or otherwise serves liquor, wine and beer to customers, excluding, however, the hotel.

16. **MALL CLASSIFICATION.** It is the understanding of the parties that the Redeveloper shall maintain anchors of high quality (i.e., Bloomingdales, Nordstrom’s, Saks Fifth Avenue, Neiman Marcus, Lord & Taylor, Macy’s and Von Maur) for a minimum of fifteen (15) years. The Redeveloper agrees that for a period of ten (10) years after issuance of a final certificate of occupancy, it shall not dispute the City tax assessor from considering the Project at a minimum as a Class A Mall for assessment purposes. A “Class A Mall” shall be defined as the dominant retail property in a metropolitan market, with two or more major anchors, and at least $425 per square foot in retail sales.

17. **REDEVELOPER ACQUISITION OF PROPERTY.** The following amendments are made to the LDA in recognition of the fact that the Redeveloper has acquired all of the real property that was identified in the LDA as in effect prior to the Effective Date as “Acquisition Property”:

17.1 The definition of “Acquisition Expenses” set forth in Section 1.1 of the LDA is hereby deleted and replaced with the following:

“Acquisition Expenses shall mean all direct expenses reasonably incurred by the City and/or Agency after [November 20, 2013] in connection with the Project including, but not limited to, the following costs: costs and fees for environmental assessments, studies, reports and tests; costs and fees for appraisals and review of appraisals; costs and fees for surveys; fees for architectural and engineering services and review; costs of judicial awards, court costs, sheriff’s fees, and legal fees of outside counsel (but not legal fees for in-house counsel) made or incurred in connection with the Project; costs of outside consultants reasonably retained to oversee the implementation of the Project who shall be overseen by the City and/or Agency staff, such as a project manager to oversee the Improvements and report back to the City’s building department staff.”

17.2 The definition of “Acquisition Property” set forth in Section 1.3 of the LDA is hereby deleted and replaced with the following:
“Acquisition Property shall mean all real property within the Project Site, if any, which is not Redeveloper Property and is not owned by the Agency or the City. Between the date that the LDA was originally executed and the date of Amendment #4, the Redeveloper acquired all of the real property described on Exhibit C, and thus the real property described on Exhibit C is no longer considered Acquisition Property.”

17.3 The definition of “Redeveloper Property” set forth in Section 1.87 of the LDA is hereby deleted and replaced with the following:

“Redeveloper Property shall mean all of the real property in the Project Site owned by the Redeveloper, or by Affiliates of Redeveloper, on the date of this Agreement, as shown on Revised Exhibit B.”

17.4 The final sentence of Section 8.1 of the LDA is hereby deleted and replaced with the following, to acknowledge that the Redeveloper is still responsible for certain Acquisition Expenses through the entitlement period, despite the fact that the Redeveloper has acquired all of the real property now described on Revised Exhibit B:

“In no event shall Redeveloper be responsible for, or be obligated to indemnify or reimburse the City and/or the Agency for, cost related to any real property which is not described on Revised Exhibit B.”

18. ENVIRONMENTAL MATTERS. Notwithstanding any provision of the LDA as presently in effect to the contrary, including but not limited to any provision of Article VI of the LDA, the City and the Agency shall have no obligations with respect to the matters described in Article VI of the LDA or any other provision of the LDA addressing environmental matters, and the performance of any actions or the incurrence of any costs relating to environmental matters relating to the Project shall be the sole responsibility of the Redeveloper. Redeveloper shall investigate and remediate the Project Site such that an LEP can render a written opinion (i.e., “Verification”) that such work has been performed in accordance with the Connecticut Transfer Act (Sections 22a-134 through 22a-134e of the Regulations of Connecticut Agencies) and the Remediation Standards Regulations (Sections 22a-133k-1 through 22a-133k-3 of the Regulations of Connecticut State Agencies). As provided in the Transfer Act, the LEP’s Verification will be based on the risk-based numerical standards for Hazardous Substances specified in the Remediation Standards Regulations used to determine whether remediation of polluted soil, surface water or groundwater is necessary to protect human health and the environment, and as the technical criteria (i.e., “clean-up targets”) for any resulting remediation.

19. LIENS AND ENCUMBRANCES. Notwithstanding any provision of the LDA to the contrary, including without limitation any provision of Article XII or Article XV of the LDA, the Redeveloper shall not engage in any financing or any other transaction creating any mortgage or
other encumbrance or lien on the Project Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Project Property, except in connection with construction financing exclusively for this Project, until such time as a permanent certificate of occupancy has been issued for the Project. The intent of this provision is to ensure that the Project Property is not being mortgaged or otherwise encumbered as security for any financing except the construction financing, if any, associated with the development of the Project Property pursuant to this LDA. Thereafter, the Redeveloper may engage in financing or other transactions which create a mortgage or other encumbrance or lien on the Project Property without the consent of the City or the Agency.

20. MODIFICATION OF INFEASIBILITY PROVISION. Except in the event of a substantial and material finance crisis, the City, the Agency and the Redeveloper hereby agree that notwithstanding the provisions of Article XVI of the LDA, the Redeveloper may not be relieved of any obligation to perform under the LDA due to the retail portion of the Project becoming Infeasible. In the event the Redeveloper determines on or before twenty (20) months after the Improvements Commencement Date that the hotel portion of the Project is Infeasible, it may seek to amend the CMSP to substitute one or more of the other permitted uses for the hotel, provided, however, that the Project shall at all times remain a mixed use project. The provisions of this Section 20 shall be subject to Section 18.13 (Force Majeure) of the LDA.

21. LOCAL BUSINESS ENTERPRISES. Article XXIV of the LDA is hereby amended to further provide that the Redeveloper will prioritize Norwalk-based and other lower Fairfield County based DBEs for bidding on and performing work during the construction of the Project and will use best efforts to have at least ten (10) percent of the total value of the cost of the Project performed by Norwalk-based businesses. For purposes of this provision only, the term “best efforts” shall include, but not be limited to, providing employment opportunities to DBEs during the construction of the Project which employ Socially and Economically Disadvantaged Individuals in the following priorities: A) those who reside in the three highest poverty rate index zip codes in the City, B) those who reside in the City in general; C) those who reside in Fairfield County and C) those who reside in the State of Connecticut. Further, job opportunities shall be publicized through established minority-related outreach websites and organizations.

22. ADDITIONAL AMENDMENTS.

22.1 The parties acknowledge and agree that as of the date of this Amendment #4, the balance of the Project Operating Account is $[ ] and the balance of the Security Account is $0.00.

22.2 The definition of “LEP” or “Licensed Environmental Professional” set forth in Section 1.53 of the LDA is hereby deleted and replaced with the following, to specify the name of the LEP has been selected by the parties:

“LEP or Licensed Environmental Professional shall mean Mitchell A. Wiest, LEP #409 or any other person who is approved by the parties hereto and is licensed by the State Board of Examiners of
Environmental Professionals pursuant to Section 22a-133v of the Statues, as same may be amended from time to time.”

22.3 The progress report that is referenced in Section 11.3 of the LDA shall be provided in the form attached hereto as Attachment Three.

23. **PUBLIC REALM.** The Redeveloper shall incorporate no less than five percent (5%) of the total Project as depicted on the CMSP, as revised, (excluding however, for purposes of computing the square footage of the total Project, areas devoted to parking) or approximately 51,499 square feet, as “Public Realm” as that term is defined in the attached Attachment Five. It is agreed and acknowledged by the City, the Redevelopment Agency and the Redeveloper that all areas of the Public Realm are and will be privately owned by and under the exclusive dominion and control of the Redeveloper; use of the Public Realm shall be subject to rules and regulations promulgated by the Redeveloper, which rules and regulations may be amended from time to time by the Redeveloper but which shall at all times generally conform to the standards and provisions contained in Attachment Five. If the Redeveloper alters any of its proposed Public Realm uses, it shall be required to report such alteration to the City and the Agency to ensure compliance with this provision.

24. **CAREER TRAINING COMPONENT.** The Redeveloper shall implement a career training program consistent with the proposal attached hereto as Attachment Six. Furthermore, to the extent permitted by applicable law, the Redeveloper shall use good faith efforts to make tenants aware of those individuals who complete the career training program and are available for employment within the Project.

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

25.1 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 reestablish 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.

25.2 Each party hereto by its execution of this document represents to the other that there are, as 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.

25.3 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.

25.4 Section 23.3 of the LDA is hereby amended with respect to Notices to Redeveloper as
follows:

(i) To delete therefrom the following:

95/7 Ventures LLC
c/o Spinnaker Real Estate Partners
20 Marshall Street, Suite 106
South Norwalk, CT 06854
Attention: Clayton H. Fowler
Telex No.: (203)354-1551

95/7 Ventures LLC
c/o Greenfield Partners, LLC
50 North Water Street
South Norwalk, CT 06854
Attention: Eugene A. Gorab & Barry P. Marcus
Telex No.: (203)354-5060

and to insert in place and stead thereof the following:

Norwalk Land Development, LLC
c/o General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, IL 60606
Attention: Chief Legal Officer
Facsimile: (312) 960-5993

(ii) And to delete therefrom the following:

With copies to:
Andrew A. Glickson, Esq.
One Marshall Street
South Norwalk, CT 06854
Telex No.: (203)831-8250

With copies to:
and to insert in place and stead thereof the following:

With copies to:
William J. Hennessey, Jr., Esq.
Carmody Torrance Sandak & Hennessey LLP
707 Summer Street
Stamford, CT 06901
Facsimile: (203)325-8608

25.5 Each party executing this Amendment #4 does represent to the other that the parties executing on behalf of the City, the Agency and/or the Redeveloper is duly authorized to enter into and execute this Amendment #4.

25.6 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 hereto.

25.7 The Project shall always be required to be in conformity with the recommended Scale and Density of Development (2015) and the Recommended Approved Land Uses and Volumes (2015) for Parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan consistent with Attachment Seven hereto.

[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

NORWALK REDEVELOPMENT AGENCY

By ________________________
Felix Serrano, Its Chairperson

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

By: ________________________
Authorized Signatory
On this the ___ day of ______, 2015, 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

On this the ___ day of ______, 2015, 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 ______________. )

COUNTY OF ______________. )

On this the __ day of __________, 2015, 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.

______________________________
Notary Public
My Commission Expires:
LDA Amendment #4

Revised Exhibit B
Property Lists and Description
### Revised Exhibit B

**(Former Exhibit B)**

**Redeveloper Property**

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<th>Street Address</th>
<th>Tax Map Block &amp; Lot</th>
<th>Part of Development Parcel</th>
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<td>125 West Avenue</td>
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### Revised Exhibit C

**(Former Exhibit C)**

**Acquisition Property List**

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<th>Tax Map Block &amp; Lot</th>
<th>Part of Development Parcel</th>
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</tr>
<tr>
<td>51 West Avenue</td>
<td>21/21</td>
<td>4</td>
</tr>
</tbody>
</table>

¹ To be acquired by City, at City’s sole expense, for purposes of Reed Street Extension and Underpass Project, except if acquired by Redeveloper simultaneously with 51 West Lot (Block 21, Lot 21) in accordance with Section 5.4.6.
Property Description

All that certain piece or parcel of land situated in the City of Norwalk, County of Fairfield and State of Connecticut as shown on "Compilation Map and Original Survey Depicting Perimeter Property Lines Prepared for 95/7 VENTURES LLC REED PUTNAM PROJECT, Norwalk, Connecticut", dated February 7, 2013, prepared by William W. Seymour & Associates, P.C. on file in the Office of the Norwalk Town Clerk as Map No. 13508 (the Perimeter Map), plus the Remnant Parcels, as set forth more particularly as follows:

North Parcel
1 Putnam Avenue Parcel 2-18-3-0

South Parcel
63 West Avenue Parcel 2-21-8-0

Remnant Parcels
Consisting of Parcel Nos. 3, 4, 5, 6, 7, 8 and 9 shown on the Puts and Takes Map.
LDA Amendment #4

Revised Exhibit L
Successor Redeveloper
Revised Exhibit I.

Norwalk Land Development, LLC is a Delaware limited liability company owned and controlled by GGP Limited Partnership.
LDA Amendment #4

Revised Exhibit I
CMSP
Based on the review of the materials provided by the proponent, the Common Council of the City of Norwalk approves the SoNo Collection CMSP, subject to the following conditions.

**Land Use Conditions**

- **Improve internal connections to ground level retail** – The proponent will enhance pedestrian access by including terraces, plazas, convenient elevators, escalators, stairways and pedestrian corridors to better serve the majority of the ground level retail along the northern portions of the project facing West Avenue.

- **Slip ramp** – The slip ramp is not approved as part of the CMSP as it does not meet the LDA criteria for CMSP Review. It is noted, however, that this will be a significant concern during project design review.

- **Ground level frontage of the hotel** – The hotel will have frontage on West Avenue.

- **Provide adequate and qualifying public realm uses meeting the associated design guidelines and principles** – The proponent will provide and design public realm areas that meet or exceed the minimum standards to replace those areas which are insufficient in the CMSP submittal. It is also noted that the proponent is responsible for preparing a public realm plan that is subject to the approval of the Redevelopment Agency and the Common Council.

- **Provide special pedestrian enhancements at the West Avenue crosswalks** – The project streetscape improvements will include enhanced crosswalk treatments, with particular emphasis on the North Water Street / West Avenue Crossing.

- **Provide and design an exterior perimeter pedestrian route connecting sidewalks along the southern perimeter of the project** – The proponent will provide a continuous pedestrian-friendly connection along Pine Street Extension linking it to the sidewalk at the North Water Street underpass below the Metro-North rail line.

- **Landscape the median island in West Avenue** – The proponent will design and provide an attractively landscaped median created by the parking garage access tunnel in West Avenue.

- **Landscape** – The proponent will further include in the CMSP additional green landscaping and specific special elements such as the green wall, water features and art along the West Avenue frontage.

**Bulk, Height and Massing Conditions**

- **Reduce the massing above North Water Street** – The proponent will remove all parking from the easement area and reduce the building area above North Water Street in order to shorten the length of the covered pedestrian area at grade. Minimal travel lanes to
the intended parking resources to the north and south of the site will be accommodated in the public easement area.

- **Enclose the parking garage along North Water Street** – The proponent will enclose the parking areas to protect the North Water Street alignment from garage noise and fumes.

- **Retain the large window areas and other elements depicted in the CMSP that diminish the apparent mass of the retail mall components** – The proponent will design the storefronts so that they are prominent visual elements at the ground level and pedestrian areas.

- **Provide architectural features and massing changes to reduce the apparent bulk and scale of the parking structure** – The proponent will diminish the uninterrupted mass of the parking levels and ramps and will give design significance to the eastern entry to the project via North Water Street.

- **Strengthen the contextual orientation of project components towards West Avenue** – The proponent will adjust the massing of the project components along the southern portions of the West Avenue frontage to provide greater visual interest at this apex.

**Subsequent Project Design and Reviews**

As these conditions are not currently reflective in the proponent’s CMSP, such must be made evident to the public parties. Notice of acceptance of the revised CMSP will not unreasonably be withheld by the parties and will be noticed to the proponent within fifteen business days of the plan being filed with the Redevelopment Agency. The proponent is further advised of subsequent reviews and approvals as the project moves from the CMSP stage through more detailed design. The proponent will benefit from early consideration of these topics so that the requirements can be effectively incorporated into the project.

- **Sustainability** – The Norwalk Redevelopment Agency has adopted and is responsible for implementing sustainability guidelines for projects within redevelopment areas. There are numerous opportunities in the design of the public realm, circulation, parking and in the architectural treatment of building masses to achieve the sustainability goals.

- **Design Guidelines** – The Design Guidelines for this site provide an important basis for the next phases of design review and should serve to inform the next steps in the design process.

- **Parking, Circulation and Traffic** – The City will undertake an independent review of the parking, circulation, traffic design and impacts that this project will have on the impacted area. As a result of this process, some of the planned elements and configurations approved at this early stage of design may require subsequent change, modification or mitigation.
North Water Street
Pedestrian Experience

A pedestrian bridge over the slip ramp provides a safe and continuous pedestrian connection on the southern sidewalk of North Water Street from the pedestrian plaza on West Avenue to the Riverfront Esplanade on the other side of the Danbury Branch Railroad.

The slip ramp on the south side of North Water Street eliminates congestion concerns by allowing 25% of arriving retail vehicular traffic first gaining access to the upper parking levels without queuing for left turns.

Pedestrian Circulation at North Water Street | Alt 2
Traffic Mitigation Measures

The construction of traffic improvements alleviate congestion on the public realm network by eliminating external queues and providing direct access to the West Avenue dedicated driveway easement enables the development of a grade separated entry point to the lowest parking levels. This access point will accommodate an estimated 30% of arriving retail traffic and mitigate congestion concerns on West Avenue by eliminating vehicles queuing for left turns to North Water Street.

The slip ramp on North Water Street enables the development of a grade separated entry point to the upper parking levels. This access point will accommodate an estimated 25% of arriving retail traffic and mitigate congestion concerns by eliminating the majority of vehicles queuing for left turns.

A mid block parking exit and the introduction of an additional right turn lane will allow an estimated 30% of departing retail traffic to access 1-65 E Round without impacting existing travel lanes on West Avenue.

Traffic Clarifications
Public Realm
Exterior Spaces

CONCEPTS FOR PUBLIC REALM PROGRAMMING
LDA Amendment #4

Attachment One
URP Amendment
LDA Amendment #4

Attachment Two
Required Zoning Approvals
APPLICATION INFORMATION (11 COPIES REQUIRED)

1. Fee: $560.00 application fee - Payment of this application fee must be made by credit or debit card only; cash and checks are not accepted. (Fee includes $60 for State of Connecticut land use processing fee).

2. Applicant's name and address

3. Street address of applicant's property affected by proposed amendment and district, block and lot number. Applications for amendments which are accompanied by a site plan, special permit or zone change shall list all adjoining property owners and all property owners directly across the street from the subject property.

4. Provide the text of the proposed amendment, including appropriate article, section and paragraph references, and a written narrative with reasons for the requested change in the zoning regulations and the effect upon other similarly zoned areas of the city, if such change were approved.

5. Provide a zoning history of the property and its adjacent area, beginning in 1929, and the current Plan of Development category for the property.

6. Provide dates of any previous zoning amendments or map changes, special exceptions, and/or variances requested for same property or portion thereof, including the file name and number and a copy of any variance(s) requested and granted.

7. Provide maps of area in the vicinity of applicant's property and all other properties within 500' radius (1" = 100') showing (5 copies required):
   a. Current zoning of all property
   b. All other property within 500' radius owned by applicant
   c. All properties that will become non-conforming uses as a result of requested change.

8. Provide a map of the city showing all zones affected by the zoning amendment including a calculation of the areas involved.

9. PUBLIC ACT NO. 95-320 requires that approval of building applications be withheld when taxes are delinquent for a property. Please stop at the Tax Collector's Office (Room 105) to get written confirmation of your tax status before submitting an application for zoning approval. Copies of the form are available in the Planning & Zoning and Tax Collector's Office.

10. Notice Requirements:
    If the amendment is accompanied by a site plan or special permit application, the applicant shall notify by certified mail, return receipt requested at least ten (10) days prior to the public
hearing, the owners of land which abut or are directly across the street from the area affected by the amendment or site plan. The names of the owners shall be taken from the latest Tax Assessor records. When a condominium is located within, across the street, or abuts the subject proposal notification may be sent to the condominium association in lieu of the individual unit owners. Evidence of certified mailings shall be submitted by the applicant on or before the public hearing date. (See attached sample notification form)

11. **Traffic & Drainage Reports**: Applications which will have a significant impact upon drainage or traffic conditions shall include the following information, computed on the basis of any of the uses the zoning would allow, calculated on the maximum development potential of the site, and upon the contemplated development, if any: (Eleven copies required)

A. **Drainage**: (prepared by registered professional engineer)
   a. Presence of watercourses, water bodies and wetlands
   b. Existing and proposed storm drainage facilities
      i. water-runoff from upland properties
      ii. effect upon downstream properties
   c. Storm drainage computations
   d. Flood hazard zone information, if applicable

B. **Traffic**: (prepared by professional traffic engineer)
   a. i. road classification
      ii. road widths
      iii. roadway capacity (level of service)
   b. Existing Traffic conditions
      i. average daily traffic
      ii. peak hour traffic volumes
   c. Impact of the proposal upon traffic flow and safety
      i. projected trip generation
      ii. effect upon peak hour traffic and level of service
      iii. Improvements in road conditions or signalization

When, in the opinion of the Zoning Committee, a proposed zoning amendment/site plan will have little or no significant impact on drainage or traffic conditions, the requirement for such information may be waived upon written request by the applicant.
12. **Deadline for Application Submittals:** The applicant must submit all documentary evidence in support of the application to the Commission no fewer than ten (10) days prior to the day of the hearing or any reconvening thereof.

13. **Expert Testimony at Public Hearings:**

   It shall be the applicant's responsibility to furnish the resumes, ten (10) days in advance of a public hearing, of those person(s) who will provide expert testimony to the Zoning Commission.

14. **Payment for Legal Notice Publication**

   Applicants shall be responsible for payment of three legal notices in the HOUR newspaper. Two notices will advertise the application's public hearing date and one will advertise the Commission's action on the application.

   The Planning & Zoning staff will provide the required legal notices to the HOUR. Applicants must contact the HOUR at the address given below to arrange for payment in advance of the publication date.

   Jocelyn Battista, Classified Advertising Manager
   The HOUR
   1 Selleck Street
   Norwalk, CT 06855
   Phone: (203) 354-1100 or 846-3281
   Fax: (203) 846-9897

As revised to May 1989.
Amended October 27, 1995
As revised effective March 24, 2006 with new application fee.
As revised effective May 29, 2009 to add 10 day hearing deadline.
As revised effective Oct 1, 2009 with new state land use fee.
As revised March 30, 2015 to revise payment options.
NOTIFICATION FORM

Dear ______________________,

Be advised that ______________________ has applied for a Zoning Amendment application for property located at the following address: ________________

__________________________ (Street name and number and District, Block and Lot numbers)

The proposal is for ______________________ (Description of Proposal)

The Norwalk Zoning Commission will conduct a public hearing on this proposal at ______________________ (Day, Date, Time, and Location)

You are being notified because your property abuts the property or is located directly across the street from the subject parcel. The application is on file in the Zoning Commission Office, 125 East Avenue, P. O. Box 5125, Norwalk, Connecticut 06856-5125.

(THESE FORM IS TO BE COMPLETED BY APPLICANT)
C.A.M. SITE PLAN REVIEW APPLICATION

A. APPLICATION INFORMATION (11 copies of all documents required)

1. FILING FEE: Payment of this application fee must be made by credit or debit card only; cash and checks are not accepted. (Fee includes $60 for State of Connecticut land use processing fee).
   - Residential: 1-6 dwelling units 160.00
   - Over 6 dwelling units 260.00
   - Commercial 460.00
   - Industrial 460.00

2. Owner of record and owner's address: All applications must include the signature of the applicant and, if the applicant is not the owner, the signature of the owner(s) of record. If the applicant is unable to obtain the signature of the owner(s) on the application form, a letter of authorization signed by the property owner(s) may be submitted instead.

3. Applicant's name and address

4. Address of property

5. Assessor's Map No.

6. District, Block & Lot No.

7. Names of adjoining property owners abutting and across the street from the property

8. Zoning of property (including land within 100')

9. Designation of property on Plan of Development

10. Plot Plan certified by Licensed Land Surveyor (substantially correct Class A-2 Survey)

11. Existing conditions map

12. Proposed construction plan

13. Grading plan (existing and proposed contours at 2' intervals)

14. Utility Plan (existing & proposed: water, drainage, sanitary sewers, electric & gas lines)

15. Planting Plan (street trees & screening)

16. Easements (utility, sight preservation, conservation, pedestrian)

17. Location on aerial photo (Request prints for most current year available from D.P.W.; one copy required)

18. Location of buildings on adjoining properties

19. Zoning Officer's comments (parking calculations, square footage of buildings, proposed use, building setback lines, area of parcel, flood hazard zone (first floor elevation))
20. R.O.W. width
21. Paved road width
22. Sidewalks
23. Curbs
24. Corner radii (sight line easements at corners)
25. Erosion/sedimentation controls
26. Schedule of project
27. Drainage calculations (11 copies and a PDF file copy required)
28. Refuse collection areas; include a description of how compliance with the state recycling law will be accomplished.
29. Resource Inventory & analysis (natural & manufactured) (11 copies and a PDF file copy required)
30. Three-dimensional, architectural block model of proposed building(s) and site, at same scale as site plans, if requested by Commission. For large scale developments, a digital media presentation is required for public hearings, with one printed copy to be submitted for the file, if requested by Commission.
31. **Public Act No. 95-320** requires that approval of building applications be withheld when taxes are delinquent for a property. Please stop at the Tax Collector's Office (Room 105) to get written confirmation of your tax status before submitting an application for zoning approval. Copies of the form are available in the Planning & Zoning and Tax Collector's Office.
32. **State Traffic Commission application**: Where required by the CT. General Statutes, a copy of the State Traffic Commission (STC) application must be submitted as part of this application.
33. **Notification of Neighbors**: On any application for a single family residence use, notification to neighbors that abut or are directly across the street from the subject parcel must be made by certified mail, return receipt requested, within ten (10) days of submitting an application to the Zoning Commission. The name of the owners shall be taken from the latest Tax Assessor records. Evidence of mailing and green cards must be submitted to the Planning & Zoning staff immediately following mailing.

On any application for which a public hearing is required, the applicant shall notify by certified mail, return receipt requested at least ten (10) days prior to the public hearing, the owners of land that abut or are directly across the street from the subject parcel. The name of the owners shall be taken from the latest Tax Assessor records.

When a condominium is located across the street, or abuts the subject proposal notification may be sent to the condominium association in lieu of the individual unit owners. Evidence of certified mailings shall be submitted by the applicant on or before the public hearing date. *Notification form is attached.*

34. **Payment for Legal Notice Publication**: 

-2-
When a public hearing is required, applicants shall be responsible for payment of three legal notices in the HOUR newspaper. Two notices will advertise the application's public hearing date and one will advertise the Commission's action on the application.

The Planning & Zoning staff will provide the required legal notices to the HOUR. Applicants must contact the HOUR at the address given below to arrange for payment in advance of the publication date.

Classified Advertising Manager
The HOUR
1 Selleck Street
Norwalk, CT 06855
Phone: (203) 354-1100 or 846-3281
Fax: (203) 846-9897

35. **Expert Testimony at Public Hearings:** It shall be the applicant's responsibility to furnish the resumes, ten (10) days in advance of a public hearing (if required), of those person(s) who will provide expert testimony to the Zoning Commission.

**N.B. 1.** The Commission reserves the right to require any further place or documentation which in its judgment may be necessary for the proper exercise of its responsibilities under the terms of Section 118-110 of the Building Zone Regulations of the City.

**N.B. 2.** No application will be accepted by the Commission until it is complete and documented as specified above. The applicant is encouraged to review his application with the Planning and Zoning Staff prior to the date of submission to facilitate expeditious administration of the application, and to ensure that all necessary information and documentation is included.

**N.B. 3.** Upon written request, the Commission may waive any of the requirements of a Coastal Site Plan Review application where such requirements are inappropriate or do not apply.

**N.B. 4.** Applicant shall submit four complete copies of plans accompanying a Coastal Site Plan Review application.

---

As revised to January 9, 2004 with new state land use fee.
As revised to August 5, 2004 with new state land use fee.
As revised to September 21, 2005 to request architectural model - Effective September 30, 2005.
As revised effective March 24, 2006 to increase filing fees.
As revised effective May 29, 2006 to add STC requirement and 10 day hearing deadline.
As revised effective May 29, 2009 to add expert testimony requirement.
As revised effective Oct 1, 2009 with new State land use fee.
As revised effective September 30, 2011 to add digital media requirements for large developments.
As revised effective March 20, 2012 to add notification form for single family residences.
NOTIFICATION FORM
For Application Notification  For Single Family Residences Only
Revised March 20, 2015

NOTE: This form letter is to be completed by applicant and mailed by certified mail to owners of land that abut or are directly across the street from the subject parcel within ten (10) days of submitting an application to the Zoning Commission. Evidence of mailing and green cards must be submitted to staff immediately following mailing.

Dear ____________________________,

Be advised that ____________________________ has applied for a Coastal Site Plan application for property located at the following address: ____________________________

______________________________
(Street name and number and District, Block and Lot numbers)

The proposal is for ____________________________

(Description of Proposal)

______________________________
(Day, Date, Time, and Location of Plan Review Committee Meeting)

You are being notified because your property abuts the property or is located directly across the street from the subject parcel. If you have any questions regarding this application please call the Planning & Zoning Office at (203) 854-7780. The application is on file in the Planning & Zoning Office located at City Hall, 125 East Avenue, Room 223, P. O. Box 5125, Norwalk, Connecticut 06856-5125.

(THE FORM IS TO BE COMPLETED BY APPLICANT)
NOTIFICATION FORM
For Public Hearings

Revised March 20, 2015

Dear ____________________,

Be advised that ________________________________ has applied for a Coastal Site Plan application for property located at the following address: ________________________________

______________________________
(Street name and number and District, Block and Lot numbers)

The proposal is for ________________________________

(Description of Proposal)

______________________________
(Day, Date, Time, and Location of Public Hearing)

You are being notified because your property abuts the property or is located directly across the street from the subject parcel. If you have any questions regarding this application please call the Planning & Zoning Office at (203) 854-7780. The application is on file in the Planning & Zoning Office located at City Hall, 125 East Avenue, Room 223, P. O. Box 5125, Norwalk, Connecticut 06855-5125.

(This form is to be completed by Applicant)
COASTAL AREA MANAGEMENT APPLICATION
(SHORT FORM)

Date: ____________________________
Type of Request: ____________________

Name of Applicant: _______________________________________________________

Address of Applicant: _____________________________________________________

Address of Project: ________________________________________________________

All applications must include the signature of the applicant and, if the applicant is not the owner, the signature of the owner(s) of record.

Owner's Name: ___________________________________________________________

Owner's Address: _________________________________________________________

Name and address of builder: _______________________________________________

Phone number: ___________________________________________________________

Tax Map: _______ Dist. _______ Block _______ Lot _______ Zone _______ Flood zone: ______

Identification of coastal resources and description affected by the project (see Coastal Resource Map and Publication #30, check those that apply).

_____ A. General Resource  ____ H. Coastal Hazard Areas

_____ B. Bluffs & Escarpments  ____ I. Developed Shorefront
______ C. Rocky Shorefronts  ____ J. Islands
______ D. Beaches & Dunes  ____ K. Shorelands

_____ E. Intertidal Flats  ____ L. Shellfish Concentration
______ F. Tidal Wetlands  ____ M. Coastal Waters & Embayments

-6-
Description of proposed project with relation to coastal resources identified above.
2. Identification of significant natural features:

3. Identification of significant historical and cultural resources:

4. Identification of applicable coastal policies affected by the project (see Coastal Resource (Check those that apply).

   _____ A. General Development
   _____   I. Sewer & Water Lines
   _____ B. Water Dependent Use
   _____ C. Ports & Harbors
   _____   J. Energy Facilities
   _____ K. Fuels, Chemicals & Hazardous Material
D. Coastal Structures & Filling
E. Dredging & Navigation
F. Boating
G. Fisheries
H. Coastal Recreation & Access
L. Transportation
M. Solid Waste
N. Dams, Dikes & Reservoirs
O. Cultural Resources
P. Open Space & Agricultural

Description of proposed project with relation to policies identified above.

5. Identification and description of Potential Adverse Impacts and Potential Beneficial Impacts of the Project (as defined in Section 3 (15) of Public Act 79-535):

<table>
<thead>
<tr>
<th>Adverse</th>
<th>Beneficial</th>
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<tbody>
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6. Other comments relating to project's relationship to Coastal Area Management Act:

<p>| |</p>
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</table>

Applicant (Signature)  (Print name)

If agent signs, a letter of authorization from the owner(s) of the property must accompany this application.
SECTION 118-1451 SITE PLAN REVIEW APPLICATION INSTRUCTION

A. APPLICATION INFORMATION (11 copies of all documents required)

1. Owner of record and owner's address: All applications must include the signature of the applicant and, if the applicant is not the owner, the signature of the owner(s) of record. If the applicant is unable to obtain the signature of the owner(s) on the application form, a letter of authorization signed by the property owner(s) may be submitted instead.

2. Applicant's name and address

3. Address of property


5. District, Block & Lot No.

6. Zoning District

7. Master Plan Designation

8. Land Record Map No.

9. List all adjoining property owners and all property owners directly across the street from the subject property.

10. Existing Use(s)

11. Proposed Use(s) - include written description of proposed uses

12. Written legal description of subject property

13. **PUBLIC ACT NO. 95-320** requires that approval of building applications be withheld when taxes are delinquent for a property. Please stop at the Tax Collector's Office (Room 105) to get written confirmation of your tax status before submitting an application for zoning approval. Copies of the form are available in the Planning & Zoning and Tax Collector's Office.

14. **FEE: Four Hundred and ten dollars ($410.00) application fee** - Payment of this application fee must be made by credit or debit card only; cash and checks are not accepted. (Fee includes $60 for State of Connecticut land use processing fee).

B. SITE PLAN REVIEW INFORMATION (4 copies required)
1. **Aerial Photograph/Photogrammetry** (1" = 100' or 1" = 200' for very large sites) of neighborhood including area within 500' of project site boundaries, showing boundaries of site, title, scale, date photo was taken, north arrow, and all street names. (Request prints for most current year available from D.P.W., one copy required).

2. **Site Survey** (1" = 30' or 1" = 20') Class A-2 prepared and sealed by Licensed Land Surveyor showing following existing data or facilities (4 copies required):
   a. Dimensions and data indicating area of plot
   b. Names of adjoining property owners
   c. Watercourses, waterbodies and wetlands
   d. Off-street parking and loading spaces, interior traffic circulation, and driveways
   e. Width of adjacent streets, location of driveways adjacent to or across the street from project site
   f. Existing buildings and structures
   g. Sidewalks and pedestrian ways
   h. Storm drainage and sewer R.O.W.'s or easements
   i. Water and electric line R.O.W.'s or easements
   j. Existing utilities in street
   k. All existing trees greater than 8" caliper; where conditions warrant, the Commission may require trees less than 8" caliper to be shown.

3. **Project Site & Utility Plans** (1" = 30' or 1" = 20') prepared and sealed by a Registered Architect, Landscape Architect, Registered Professional Engineer, and/or Licensed Land Surveyor as appropriate showing following proposals (4 copies required):
   a. All features indicated on Site Survey (above) which are intended to remain
   b. Existing contours (5' Intervals) and proposed contours (2' intervals)
   c. Parking areas, access drives and loading spaces, include dimensions and radii of driveways
   d. Sidewalk and curbs, indicate material
   e. Setback lines
f. Proposed building with dimensions, area with distances to property lines (include existing buildings to remain).

g. Existing and proposed storm drainage facilities

h. Existing and proposed sewerage/septic tank facilities

i. Fire hydrants

j. Existing and proposed water and electric lines or facilities

k. Refuse collection areas; include a description of how compliance with the state recycling law will be accomplished. Proposed commercial and residential projects must include location and description of the following required containers:
   1. garbage dumpster
   2. cardboard & office paper container
   3. can/bottle/plastic container

Proposals must be reviewed by the Waste Programs Manager for compliance with local and state recycling laws.

l. Existing and proposed landscaping, including foundation, ornamental and buffer planting; indicate the name, size and quantity of the plant materials.

m. Existing and proposed outdoor lighting; location design and specs

4. Building Plans, Elevations & Sections (Scale 1/8" = 1' 0" or larger) prepared and sealed by a Registered Architect or Professional Engineer showing the following proposals (new & existing buildings to remain) (4 copies required):

   a. Use and occupancy
   b. Schematic delineation of floor space, lobbies, elevators and stairs, mechanical equipment spaces etc.
   c. Height of proposed building (by cross-section) showing elevations from mean sea level and number of stories
   d. Roof structures, if any
   e. Exterior materials, showing window areas
   f. Future buildings or additions, if any.

5. Additional Information Required:

   a. Lot coverage and parking space computations
   b. Detailed soil erosion and sediment control plan per Article 112
c. Gross building area computations by floor (and unit, if applicable)

d. Storm drainage computations (11 copies and a PDF file copy required)

e. Three-dimensional, architectural block model of proposed building(s) and site, at same scale as site plans, if requested by Commission. For large scale developments, a digital media presentation is required for public hearings, with one printed copy to be submitted for the file, if requested by Commission.

f. Traffic Report (11 copies and a PDF file copy required)
   1. road classification
   2. road widths
   3. traffic signals
   4. roadway capacity (level of services)

Traffic Conditions
   1. average daily traffic
   2. peak hour traffic volumes

Impact of the proposed development upon traffic flow and safety
   1. trip generation
   2. effect upon peak hour traffic and level of service
   3. Improvements in road conditions or signalization made necessary by the proposed development.

State Traffic Commission application: Where required by the CT. General Statutes, a copy of the State Traffic Commission (STC) application must be submitted as part of this application.

6. Deadline for application submittals: The applicant must submit all documentary evidence in support of the application to the Commission no fewer than ten (10) days prior to the day of the hearing or any reconvening thereof.

7. Signs
   Location, design, size, color, height and lighting of all proposed signs including free standing as well as those affixed to buildings. (Per Article 121)

8. Notification of Neighbors
   Applications for which a public hearing is required shall comply with the following notice requirements:

   The applicant shall notify by certified mail, return receipt requested at least ten (10) days prior to the public hearing, the owners of land which abut or are directly across the street from the subject parcel. The names of the owners shall be taken from the latest Tax Assessor records.
When a condominium is located across the street, or abuts the subject proposal notification may be sent to the condominium association in lieu of the individual unit owners.

Evidence of certified mailings shall be submitted by the applicant on or before the public hearing date. *Notification form is attached

9. **Payment for Legal Notice Publication**

Applicants shall be responsible for payment for the publication of three legal notices in the HOUR newspaper. Two notices will advertise the application's public hearing date and one will advertise the Commission's action on the application.

The Planning & Zoning staff will provide the required legal notices to The Hour. Applicants must contact The Hour at the address given below to arrange for payment of the required notices in advance of their publication date.

   Jocelyn Battista, Classified Advertising Manager
   The HOUR
   1 Selleck Street
   Norwalk, CT 06855
   Phone: (203) 354-1100 or 846 - 3281
   Fax: (203) 846 - 8897

10. **Expert Testimony at Public Hearings** : It shall be the applicant's responsibility to furnish the resumes, ten (10) days in advance of a public hearing (if required), of those person(s) who will provide expert testimony to the Zoning Commission.

   The Commission reserves the right to require any further plans or documentation which in its judgment may be necessary for the proper exercise of its responsibilities under the terms of Section 118-1451 of the Building Zoning Regulations of the City.

   NO APPLICATION WILL BE ACCEPTED BY THE COMMISSION UNTIL IT IS COMPLETE AND DOCUMENTED AS SPECIFIED ABOVE. The applicant is encouraged to review his application with the Planning and Zoning Staff prior to the date of submission to facilitate expeditious administration of the application, and to insure that all necessary information and documentation is included.

   Upon written request, the Commission may waive any of the requirements of a Site Plan Review application where such requirements are inappropriate or do not apply.

   **Applicant shall submit four complete copies of plans** accompanying Site Plan Review application.

---

Revised August 28, 1988 - Effective Sept. 3, 1988
Revised May 17, 1989 - Effective May 25, 1989
Revised Oct. 24, 1989
Revised May 2, 1990
Revised Oct. 27, 1995
Revised March 23, 2002 - Effective March 29, 2002
Revised August 20, 2003 - Effective August 24, 2003
As revised to January 9, 2004 with new state land use fee.
As revised to August 9, 2004 with new site plan fee.
As revised to September 21, 2005 to request architectural model - Effective September 30, 2005
As revised effective March 24, 2006 with new application fee.
As revised effective May 25, 2006 to add STC requirement and 10 day hearing deadline.

-5-
As revised effective May 29, 2009 to add expert testimony requirement.
As revised effective Oct 1, 2009 to add new state land use fee.
As revised effective April 25, 2011 to revise reference from recycling coordinator to Waste Program Manager
As revised effective September 30, 2011 to add digital media requirement for large developments.
As revised March 30, 2015 to revise payment options.
NOTIFICATION FORM

Dear ____________________________________________,

Be advised that _____________________________ has applied for a Site Plan Review application for property located at the following address:

______________________________________________________________

(Street name and number and District, Block and Lot numbers)

The proposal is for ____________________________________________

(Description of Proposal)

The Norwalk Zoning Commission will conduct a public hearing on this proposal on

______________________________________________________________

(Day, Date, Time, and Location)

You are being notified because your property abuts the property or is located directly across the street from the subject parcel. The application is on file in the Zoning Commission Office, 125 East Avenue, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

(THESE FORM IS TO BE COMPLETED BY APPLICANT)
LDA Amendment #4

Attachment Three
Progress Report
### Monthly Design Progress Report

**Date:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Percent Complete</th>
</tr>
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<tbody>
<tr>
<td>Architectural CD's</td>
<td></td>
</tr>
<tr>
<td>Structural</td>
<td></td>
</tr>
<tr>
<td>MEP / FP</td>
<td></td>
</tr>
<tr>
<td>Landscape</td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**

### Monthly Construction Progress Report

**Date:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Percent Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td></td>
</tr>
<tr>
<td>Underground Utilities</td>
<td></td>
</tr>
<tr>
<td>Site Work</td>
<td></td>
</tr>
<tr>
<td>Foundations</td>
<td></td>
</tr>
<tr>
<td>Parking Structure</td>
<td></td>
</tr>
<tr>
<td>Steel Structure</td>
<td></td>
</tr>
<tr>
<td>Building Envelope</td>
<td></td>
</tr>
<tr>
<td>Interior Construction</td>
<td></td>
</tr>
<tr>
<td>Landscape</td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**
LDA Amendment #4

Attachment Four
Connectivity Plan
LDA Amendment #4

Attachment Five
Public Realm
Code of Conduct
The public realm includes all public places, linkages and building elements that are physically and/or visually accessible regardless of ownership. These places and elements can include, but are not limited to, streets, pedestrian ways, bikeways, bridges, plazas, nodes, squares, transportation hubs, gateways, parks, waterfronts, natural features, view corridors, landscapes and building facades.

The public realm is organized into four categories: parks, streetscapes, coastal areas and public places (interior & exterior). Definitions for these categories are as follows:

Parks - Public open spaces within a community for recreational use.

Streetscapes - The visual elements of a street including the road, sidewalk, street furniture, trees and open spaces that combine to form the street's character.

Coastal Areas - All land areas along the water's edge.

Public Places - All areas interior or exterior within a community visible to the public or for public gathering or assembly but not specifically used for or directly related to a business purpose. Examples could include a library, public authority, community function space.

Furthering this definition, nine principles expand on how the public realm addresses the following key themes:

- Usability
- Durability
- Access
- Connectivity
- Placemaking & Design Excellence
- Environmental Stewardship
- Indigibility
- Activation
- Shared Ownership & Implementation

The public realm principles will support the City's decision-making process in defining uses of public realm improvements. These principles will ensure that the public realm development is reflective of an established vision which could be expressed in the following manner:

The public realm enhances the City's public realm with a sense of place, identity and character.
The public realm in Norwalk preserves its traditional New England culture while serving a diverse, multicultural population. It is a fully accessible and engaging experience that includes diverse public parks and civic spaces; an interconnected system of public walkways, bicycle trails and public transit; a vibrant and active waterfront; and active mixed use areas that are all enhanced through high-quality architecture, streetscape design and public art. It is safe, comfortable and responds effectively to the regional climate and surrounding environment.

The Public Realm uses these improvements as noted such improvements or enhancements are above and beyond any requirements by any local, state or federal statutes, or any additional improvements required for local, state or federal approvals.
# CODE OF CONDUCT

This mall is committed to providing an enjoyable shopping experience for our guests.

While visiting this mall, the following general activities will not be accepted:

<table>
<thead>
<tr>
<th>Violations of the law</th>
<th>Any activity inconsistent with the general purpose of the property, which is shopping, dining, visiting theaters or offices for business purposes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any activity that threatens the safety of our guests, tenants and/or employees</td>
<td>Any activity that would disrupt the legitimate business of the property and its tenants</td>
</tr>
<tr>
<td>Any activity that threatens the well-being of the property</td>
<td></td>
</tr>
<tr>
<td>Any activity that disrupts our pleasant, family-oriented shopping environment</td>
<td></td>
</tr>
</tbody>
</table>

Examples of specific activities that are prohibited include, but are not limited to:

<table>
<thead>
<tr>
<th>Disruptive profanity, vulgar or threatening language</th>
<th>Excessive loitering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unnecessarily blocking walkways, roadways or storefronts</td>
<td>Operating unauthorized recreational and/or personal transportation devices in the shopping center</td>
</tr>
<tr>
<td>Running, horseplay or disorderly conduct of any nature</td>
<td>No firearms or illegal weapons</td>
</tr>
</tbody>
</table>

The mall is a privately owned property. Guests who do not act responsibly may be asked to leave. If they refuse to leave the property, they may be arrested and prosecuted for criminal trespass.
LDA Amendment #4

Attachment Six
Career Training
NORWALK CAREER TRAINING

Through a five year commitment GGP will provide career training for residents of Norwalk and surrounding communities.

The Program is specifically designed to prepare students for entry-level and advancement in retail sales and customer service related positions. The curriculum builds literacy in math, computers, verbal skills, active listening, writing, and workplace readiness. This classroom based, instructor-led program consists of 30 hours of instruction.

Program Design

Curriculum for this Program is designed by the National Retail Foundation (NRF). The NRF develops education and workforce development programs promoting retail careers.

The curriculum incorporates sales and literacy standards into a comprehensive program designed to prepare students for entry-level and advancement in retail sales and customer service related positions. The NRF’s curriculum focuses on building critical functional literacy skills in math, computers, verbal ability, active listening, writing, and workplace readiness. This classroom-based, instructor-led training includes:

- traditional lecture-based courses
- interactive self-assessment, development planning and portfolio building
- collaborative projects that teach decision-making, Interpersonal skills and appreciation for diversity
- specialized skill development for retention and career advancement
- job attainment/business preparation training


The students will understand customer service techniques and the importance of knowing the features of what they sell. They will know where to look to learn about product features and understand why it is important to match the products to the customer. They will understand customer benefits in terms of product features and know how to help customers make an informed choice. They will also demonstrate commitment to on-going learning and career development.
LDA AMENDMENT #4

Attachment Seven
Permitted Uses
PARCELS 1, 2 AND 4 OF THE REED PUTNAM URBAN RENEWAL PLAN

Recommended Scale and Density of Development (2015)

<table>
<thead>
<tr>
<th>Site Area Calculations</th>
<th>FAR</th>
<th>Land Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 1&amp;2</td>
<td>2.0</td>
<td>448,394 SF</td>
</tr>
<tr>
<td>Parcel 4</td>
<td>2.0</td>
<td>123,883 SF</td>
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<tr>
<td>TOTAL</td>
<td>2.0</td>
<td>572,227</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minimum Allowable Development 700,000 SF Plus Parking</th>
<th>Maximum Allowable Development 1,144,454 SF Plus Parking</th>
<th>Maximum Height 200 FT Minimum Height 60 FT</th>
</tr>
</thead>
</table>

Currently Approved CMSP

<table>
<thead>
<tr>
<th>Overall Project</th>
<th>Units</th>
<th>Area</th>
<th>Parking</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td>125,000</td>
<td>601,000</td>
<td>2,474</td>
<td>475,000 - 625,000 SF</td>
</tr>
<tr>
<td>Office</td>
<td></td>
<td>601,000</td>
<td></td>
<td>85,000 - 625,000 SF of Class A Office</td>
</tr>
<tr>
<td>Residential</td>
<td>250</td>
<td>317,000</td>
<td></td>
<td>75,000 - 125,000 SF</td>
</tr>
<tr>
<td>Hotel</td>
<td>145</td>
<td>101,000</td>
<td></td>
<td>250 - 350 Units</td>
</tr>
<tr>
<td>Parking Spaces</td>
<td></td>
<td></td>
<td>2,474</td>
<td>2-4%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>395</td>
<td>1,144,000</td>
<td></td>
<td>2,474</td>
</tr>
</tbody>
</table>

Currently Approved Land Uses and Volumes (2007)

| Office          | 475,000 - 625,000 SF |
| Retail          | 75,000 - 125,000 SF  |
| Residential     | 250 - 350 Units      |
| Hotel           | 80,000 - 110,000 SF  |
| Affordable Housing | 15% of Residential Units |
| Public Cultural | 2-4%                  |

Recommended Approved Land Uses and Volumes (2015)

<p>| Office          | 85,000 - 175,000 SF |
| Retail          | 75,000 - 750,000 GLA (Definition Attached) 10% Maximum Allocation to Restaurant Uses, Anchors of High Quality |
| Residential     | 60 - 350 Units 15% Affordable |
| Hotel           | 85,000 - 175,000 SF Minimum 150 Rooms |</p>
<table>
<thead>
<tr>
<th>Required</th>
<th>With Upscale Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Realm (Definition Attached)</td>
<td>5% of Total Development Square Footage, City / Redevelopment Agency Approval Of The Specific Improvements</td>
</tr>
<tr>
<td>Institutional (Optional not one of mixes of uses on the site)</td>
<td>5,000 - 25,000 SF</td>
</tr>
<tr>
<td>Parking (Not A Use)</td>
<td>As Required by Zoning</td>
</tr>
<tr>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>Mixed Use</td>
<td>A Minimum of Two Land Uses In Addition to Public Realm Are Required In Any Development</td>
</tr>
</tbody>
</table>