

BLK  
391

# 28<sup>TH</sup> BOARD OF REPRESENTATIVES CITY OF STAMFORD

President  
RANDALL M. SKIGEN  
Clerk of the Board  
ANNIE M. SUMMERVILLE

Majority Leader  
ELAINE MITCHELL  
Minority Leader  
ROBERT "GABE" DELUCA

INST # 2013000574 VOL 10632 PG 26 RECD 01/10/2013 12:35:01 PM  
DONNA M LOGLISCI CITY & TOWN CLERK STAMFORD CT  
BLDCK 391

**RESOLUTION NO. 3540  
APPROVING AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY  
BY AND BETWEEN THE CITY OF STAMFORD, CAROLINE GAGLIO,  
AND GAGLIO REALTY, LLC  
CONVEYING TO THE CITY OF STAMFORD PROPERTY LOCATED  
ADJACENT TO 74 SPINNING WHEEL LANE, STAMFORD, CONNECTICUT  
AND CONVEYING TO CAROLINE GAGLIO AND GAGLIO REALTY, LLC PROPERTY  
LOCATED ADJACENT TO SCOFIELDTOWN ROAD, STAMFORD, CONNECTICUT**

**NOW THEREFORE BE IT RESOLVED BY THE 28<sup>TH</sup> BOARD OF  
REPRESENTATIVES THAT:**

Pursuant to Section C1-50-3 of the Stamford Charter and Sections 9-6 and 9-7.3 of the Stamford Code of Ordinances, the Agreement for Exchange of Real Property ("Exchange Agreement") between the City of Stamford ("City") and Caroline Gaglio and Gaglio Realty, LLC (collectively "Gaglio") conveying to the City property located adjacent to 74 Spinning Wheel Lane, Stamford, Connecticut (referred to as "Area Z" and more particularly described on Exhibit A to the Exchange Agreement) and conveying to Gaglio property located adjacent to Scofieldtown Road, Stamford, Connecticut (referred to as "Area X" and more particularly described on Exhibit A to the Exchange Agreement), each consisting of 7312 square feet, in accordance with the terms and conditions set forth in the Exchange Agreement which is incorporated herein, is hereby approved; and

The Mayor is hereby authorized to execute such Exchange Agreement and to execute any instrument he deems necessary or desirable in connection with the execution of such Exchange Agreement.

This Resolution shall be effective as of the date of approval.

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 28<sup>th</sup> Board of Representatives held on Monday, December 3, 2012.

Randall M. Skigen, President

Annie M. Summerville, Clerk

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December 3, 2012  
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cc: Mayor Michael Pavia  
Donna Loglisci, Town & City Clerk  
Ernie Orgera, Director of Operations  
Peter Privitera, Acting Dir. of Admin.  
J. Capalbo, Esq., Law Department

**AGREEMENT FOR EXCHANGE OF REAL PROPERTY**

AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the **CITY OF STAMFORD**, a municipal corporation in the County of Fairfield and State of Connecticut, whose address is 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by its Mayor, Michael A. Pavia, duly authorized ('City') and **CAROLINE GAGLIO**, 75 Haviland Road, Stamford, Connecticut and **GAGLIO REALTY, LLC** a Connecticut Limited Liability Company with a principal place of business at 75 Haviland Road, Stamford, Connecticut (collectively "Gaglio").

Witnesseth, that the parties agree as follows:

1. **PROPERTY TO BE CONVEYED TO THE CITY.** Gaglio agrees to convey to City and the City agrees to accept, in accordance with the further provisions of this Agreement and for the consideration set forth herein, seventy three hundred twelve (7312) square feet of property located adjacent to 74 Spinning Wheel Lane, Stamford, Connecticut, hereinafter referred to as "**AREA Z**", more particularly described in Schedule A which is attached hereto and made a part hereof.
  
2. **PROPERTY TO BE CONVEYED TO GAGLIO.** The City agrees to convey and Gaglio agrees to accept and purchase, in accordance with the further provisions of this Agreement and for the consideration of Ten Thousand Dollars (\$10,000.00), delivered at Closing, and other valuable consideration, and other valuable consideration as set forth herein, seventy three hundred twelve (7312) square feet of property located adjacent to Scofieldtown Road, Stamford, Connecticut, hereinafter referred to as "**AREA X**", more particularly described in Schedule B which is attached hereto and made a part hereof. The parties agree that **AREA X** shall be sold on a "as-Is" basis. In amplification of this "as-Is" sale of said property, the City makes no warranties, representations, promises, agreements or covenants about the

merchantability, marketability, quality, quantity or condition of said property. **AREA X** and **AREA Z** are further depicted on a survey entitled preliminary map depicting revision of property lines or properties formerly of Caroline Gaglio, Gaglio Realty LLC, and the City of Stamford revised April 7, 2011.

3. **CLOSING.** As used in this Agreement, "Closing" means the exchange, purchase and sale of **AREA Z** and **AREA X** (hereinafter collectively referred to as "the Parcels"), as described in paragraphs numbered one and two above, as contemplated by this Agreement and the settlement of the parties' other obligations under this Agreement. Subject to fulfillment of the preconditions described in this Agreement, the Closing shall take place on a date and at a time designated by the City on at least ten days' prior written notice to Gaglio, which date shall not be later than December 31, 2012. The parties may authorize their respective representatives to agree to changes in the time, date and place of closing.

4. **CONDITIONS PRECEDENT TO CLOSING.** The City's and Gaglio's respective obligations to convey and purchase the Properties in the manner set forth herein shall be subject to the satisfaction of the following conditions precedent:

a. **TITLE.** Gaglio, at his sole cost and expense, shall order title searches and a final survey of the Parcels in recordable form. Not later than thirty (30) days following the date on which Gaglio executes this Agreement (as conclusively established by the date inserted on the signature page below), the Gaglio shall deliver to City's Attorney, Thomas M. Cassone, a copy of the title searches for the Parcels and any of the surveys for the parcels, together with a written statement (the "Title Notice") of any defects, encumbrances or objections to the title, claimed to exist with respect to all or any part(s) of the Parcels which cause title to the Parcels or any portion thereof to be unmarketable or objectionable.

If any defects, encumbrances or objections to title exist, the parties shall then have an additional period of ten (10) business days to make such arrangements or take such steps as they shall mutually agree to satisfy such defects, encumbrances and objections; provided, however, that neither party shall have any obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any title of survey defects, encumbrances or objections, and neither party shall not be deemed to have any obligation to cure. Each party's sole right with respect to any title or survey matter to which it objects in a Title Notice given in a timely manner shall be to elect, not later than thirty (30) calendar days following the date upon which the title search is provided to that party, to terminate this Agreement, by written notice to the other party. If a party elects to terminate pursuant to this Section, the parties shall have no further rights, remedies, obligations or liabilities to each other with respect to this Agreement. For purposes of this Agreement, the marketability of title shall be determined in accordance with the Standards of Title of the Connecticut Bar Association as currently in effect.

b. **CONDITION OF THE PROPERTIES.** The Properties shall be in the same condition at the Closing, in all material respects, as it is on the date of this Agreement, ordinary wear and tear, and such modifications as may be approved by the parties in writing, excepted. All real estate taxes for Parcel A shall be paid, through the date of Closing by Gaglio.

c. **POSSESSION OF PROPERTIES.** Gaglio and the City shall deliver sole and exclusive possession of **AREA Z** and **AREA X**, respectively, at the Closing, subject to such matters of Title that have not been objected to by the respective parties.

d. **THE CITY'S AUTHORIZATIONS.** The City's obligations to close title under this Agreement shall be subject to the receipt by the City of any and all approvals, with respect to

this Agreement, as may be required under its Charter or applicable law, including, without limitation, the approvals of its Planning Board, Board of Finance, and Board of Representatives.

The Closing shall be conclusive evidence that all of the above conditions have been satisfied. In the event that any of the foregoing conditions are not satisfied by December 31, 2012 (whether or not extended pursuant to the provisions hereof), and, as a result of same, the parties do not exchange the Parcels, then Gaglio and City shall have no further rights, remedies, obligations or liabilities to each other with respect to this Agreement. In the event that any of the above conditions precedent are not satisfied by December 31, 2012, the Closing may be extended to March 31, 2013, or to a later date, upon the mutual, written agreement of the Gaglio and the City, in order to attempt to cause such conditions precedent to be so satisfied.

5. OBLIGATIONS OF GAGLIO SUBSEQUENT TO CLOSING.

a. Gaglio shall obtain, at his sole cost and expense, all required building permits, zoning permits, and inland wetland permits relating to the garage and the shed adjacent to the premises at 75 Haviland Road which were constructed on City property, acquired by Gaglio as a result of the exchange of Parcels by the parties. Gaglio shall be required to pay all required fees.

b. Gaglio shall make application to the Planning Board to amend the Master Plan Map based upon the exchange of Parcels by the parties.

c. Gaglio shall prepare and file in the City and Town Clerk's office, at his sole cost and expense, survey maps showing lot lines revisions, involving the Parcels as well as 75 Haviland Road. Thereafter, Gaglio shall prepare and file in the City and Town Clerk's office, property maps for the Parcels and 75 Haviland Road as reconfigured by the exchange of Parcels by the parties.

6. ADJUSTMENTS.
  - a. Adjustments for properties taxes on **AREA Z** shall be made as of the time of Closing and in accordance with the custom of the Stamford/Norwalk Regional Bar Association.
  - b. Gaglio shall pay the cost of any title examination, title insurance or assurance or survey required by the City. Gaglio shall also pay the costs of recording the Deed and all other fees which may be due to the City, the State, and the federal government.
7. CLOSING DELIVERIES. At Closing, the parties shall deliver to each other:
  - a. Quitclaim deed conveying the premises;
  - b. The required conveyance tax forms;
  - c. Any documents required to be filed with the Internal Revenue Service regarding this transaction.
8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.
9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Connecticut.
10. VENUE. It is agreed that if, during the term of this Agreement or any time after its termination, either party commences suit, action, or other legal proceeding against the other arising out of this Agreement or this transaction, the forum shall be the Superior Court for the Judicial District of Stamford/Norwalk at Stamford.
11. CUMULATIVE RIGHTS. All rights exercisable by and remedies of the City hereunder shall be cumulative. The exercise by the City of any of its rights or remedies

hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

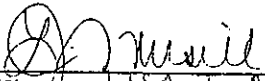
CITY OF STAMFORD

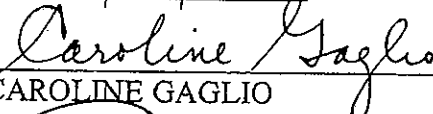
\_\_\_\_\_  
Witness


By \_\_\_\_\_

Michael A. Pavia  
Mayor

Date: 6/29/2012

  
\_\_\_\_\_  
Witness LISA J. MUSTILLI

  
\_\_\_\_\_  
CAROLINE GAGLIO

  
\_\_\_\_\_  
Witness MARIO P. MUSTILLI

\_\_\_\_\_  
Gaglio Realty LLC  
BY Anthony Gaglio, Member

Approved as to form:

\_\_\_\_\_  
Asst. Corporation Counsel



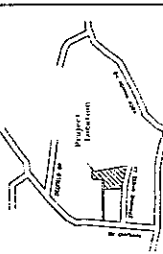
LEGEND

Soil Elevation	1' = 1'
Center	1' = 1'
Water	1' = 1'
Proposed	1' = 1'
Existing	1' = 1'
Boundary	1' = 1'
...	...

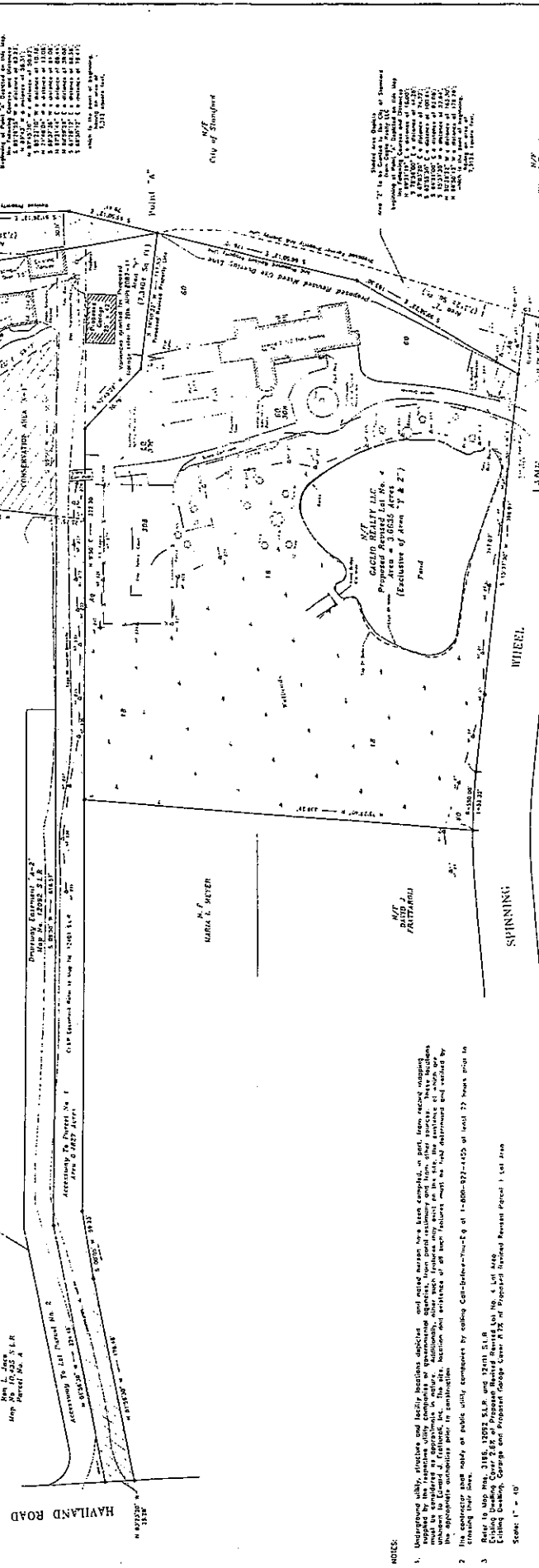
Soil Survey Conducted By Soil Science and Environmental Services, Inc. On May 21, 2010  
RELAND, INC.  
175 - 1750 - 17500  
570 - 5700 - 57000  
...

RA-1 ZONE BUILDING SETBACK REQUIREMENTS  
From Street Line, Setback... 40'  
From Side Property Line, Setback... 10'  
From Rear Property Line, Setback... 10'  
From Building Eave Line, Setback... 10'

RA-2 ZONE BUILDING SETBACK REQUIREMENTS  
From Street Line, Setback... 40'  
From Side Property Line, Setback... 10'  
From Rear Property Line, Setback... 10'  
From Building Eave Line, Setback... 10'



Notes:  
1. The City of Stamford, Connecticut, is a member of the National Association of Building Officials (NABO).  
2. The City of Stamford, Connecticut, is a member of the International Brotherhood of Building Officials (IBBO).  
3. The City of Stamford, Connecticut, is a member of the International Association of Building Officials (IABO).  
4. The City of Stamford, Connecticut, is a member of the International Association of Building Officials (IABO).



NOTICE:  
1. Underground utility, structure and facility locations depicted and noted herein have been compiled, in part, from records supplied by the respective utility companies or governmental agencies, from ground surveys and from other sources. These facilities are shown as they appear on the records and are not necessarily shown to scale. The City of Stamford is not responsible for the accuracy or completeness of the information shown on this plan.  
2. The appropriate conditions apply in construction.  
3. Refer to Map Nos. 3188, 1005, SLP, and 12701, SLP.  
4. Existing Building Cover (EBC) or Proposed Building Coverage (PBC) is shown in accordance with Section 161-13 of the Stamford Zoning Ordinance.  
5. Existing Building Coverage (EBC) or Proposed Building Coverage (PBC) is shown in accordance with Section 161-13 of the Stamford Zoning Ordinance.  
Scale: 1" = 10'

### PRELIMINARY REVISION OF PROPERTY LINES OF PROPERTIES NOW OR FORMERLY OF CAROLINE GAGLIO, GAGLIO REALTY LLC AND THE CITY OF STAMFORD STAMFORD, CONNECTICUT

APPROVED BY THE PLANNING COMMISSION  
DATE: \_\_\_\_\_  
APPROVED BY THE CITY OF STAMFORD  
DATE: \_\_\_\_\_

REVISION: APRIL 7, 2011