

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

The National Post Office Collaborate,	:	Case No. 3:13CV1406 (JBA)
Center for Art and Mindfulness, Inc.,	:	
Formerly known as the Lower	:	
Fairfield Art Center, Inc., and	:	
Kaysay H. Abrha, an Individual,	:	
<i>Plaintiffs</i>	:	
v.	:	
	:	
Patrick R. Donahoe, Postmaster	:	
General of the United States Postal	:	
Service, and The United States	:	
Postal Service	:	
<i>Defendants</i>	:	

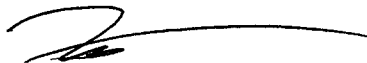
Declaration of Margaret E. Harper

I, Margaret E. Harper, pursuant to 28 U.S.C. § 1746 declare as follows:

1. I am an attorney with the United States Postal Service. I have held my current position for 26 years. For the last 12 years, I have worked specifically on matters related to the acquisition, sale and lease of postal facilities.
2. I worked on the project to sell the Atlantic Street Station in Stamford, Connecticut. I prepared a Statutory Form Quitclaim Deed (the "Deed"), that was executed by a Contracting Officer for the United States Postal Service on September 23, 2013. A copy of the Deed is attached hereto as EXHIBIT 1.
3. Included at the sixth and seventh pages of the Deed is a Preservation Covenant with which the Connecticut State Historic Preservation Office officially concurred on June 22, 2011.
 - a. The Preservation Covenant references "EXHIBIT A: LEGAL DESCRIPTION," that is the legal description contained at the third, fourth and fifth pages of the Deed.

- b. The Preservation Covenant also references "EXHIBIT B: PERMITTED ALTERATIONS," that are stated below that heading on the seventh page of the Deed.

Dated: 10/9/2013



Margaret E. Harper

STATUTORY FORM QUITCLAIM DEED

The UNITED STATES POSTAL SERVICE, (the "Grantor") an independent establishment of the executive branch of the Government of the United States, with an office at 475 L'Enfant Plaza, SW, Washington DC 20260-1862, for consideration paid in the amount of Four Million Three Hundred Thousand and 00/100 (\$4,300,000.00) Dollars, grants to Louis R. Cappelli Family Limited Partnership II, a New York limited partnership with an office in White Plains, New York with QUITCLAIM COVENANTS all that certain real property known as

421 Atlantic Street and 0 Federal Street, Stamford, Connecticut 06901

being more particularly described in Exhibit A attached hereto and made a part hereof:

Said premises are conveyed subject to the following:

The Preservation Covenant attached hereto as Exhibit B.

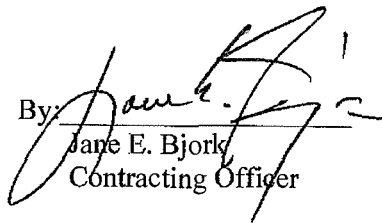
Said premises were transferred to the United States Postal Service by the United States Government as of June 30, 1971 as part of the Transfer of Properties of the United States Postal Service, as set forth in the Federal Register, Volume 36, Number 17.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on this the ____ day of September, 2013.

Signed, sealed and delivered in the presence of or attested by:

United States Postal Service

Witness

By: 
Jane E. Bjork
Contracting Officer

Witness
STATE OF)

September 23, 2013

COUNTY OF

District of Columbia

Personally appeared JANE E. BJORK, Signer and Sealer of the foregoing Instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity on behalf of which he/she acted, executed the instrument for the purposes therein contained in the capacity therein stated, before me, on the 23 day of September, 2013.

Shirley A. Hsia

Notary Public

My Commission Expires:

District of Columbia: SS

Subscribed and Sworn to before me

this 23 day of September, 2013

Shirley A. Hsia

Shirley A. Hsia, Notary Public, D.C.

My commission expires February 14, 2016

EXHIBIT A PROPERTY DESCRIPTION

ALL THAT CERTAIN lot or tract of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows, to wit:

BEGINNING at the northeasterly corner of said tract at a point in the westerly side of Atlantic Street adjoining land of The Young Men's Christian Association of Stamford, thence running southerly along said westerly side of Atlantic Street one hundred and forty (140) feet to the northerly side of Federal Street, thence deflecting to the right at an angle of $90^{\circ} 39'$ and running westerly along said Federal Street one hundred and fifty (150) feet to land of said The Morewood Realty Company, thence deflecting to the right at an angle of $89^{\circ} 21'$ and running northerly one hundred and forty (140) feet along land of The Morewood Realty Company to the said land of The Young Men's Christian Association of Stamford, thence deflecting to the right at an angle of $90^{\circ} 39'$ and running easterly one hundred and fifty (150) feet along the said land of The Young Men's Christian Association of Stamford to the point or place of beginning, said northeasterly corner of said tract is distant southerly from the curb line of the south sidewalk of Willow Street two hundred and twenty five and $85/100$ (225.85) feet and the northwesterly corner is distant eleven and $5/10$ (11.5) feet on a prolongation of the westerly line of the tract conveyed from the southerly wall of the building of said Young Men's Christian Association.

SAID TRACT is bounded northerly by land of said The Young Men's Christian Association of Stamford, easterly by Atlantic Street, southerly by Federal Street and west by land of the Grantor, The Morewood Realty Company, and the same is laid out and delineated upon a certain map or plat thereof on file in the office of Supervising Architect of the Treasury Department of the United States, reference thereto being had.

PLUS:

ALL THAT CERTAIN piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, and known and designated as Lot Numbered Nine (9) on a certain map entitled "Map of Property of The Morewood Realty Company, Stamford, Connecticut", now on file as Map No. 911 in the office of the Town Clerk of said City of Stamford, reference thereto being had for a more particular description of said premises.

TOGETHER WITH a right of way over a strip of land fifteen feet in width from said Lot Number Nine to Chermsey Street as laid out on said above described map, said tract aforesaid being thirty (30) feet wide on Federal Street and one hundred forty (140) feet in depth and adjoining other land of the United States of America.

PLUS:

ALL THAT CERTAIN tract or parcel of land, together with the buildings and improvements thereon, lying and being in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows:

BEGINNING at a point in the northerly side of Federal Street, said point being the southwesterly corner of the United States Post Office site; running thence in a northwesterly direction along the westerly side of the Post Office site a distance of 140 feet to a point in the northerly side of land now or formerly of the Young Men's Christian Association; thence in a westerly direction along the southerly side of land of said Young Men's Christian Association a distance of 25 feet to a point being the northeasterly corner of land now or formerly of Homer S. Cummings; thence in a southwardly direction along the easterly side of land of said Homer S. Cummings a distance of 140 feet to a point in the northerly side of Federal Street; thence in an easterly direction along the northerly side of Federal Street a distance of 25 feet to the point or place of beginning, as shown on plat made September 9th, 1938, by L. Bromfield, Jr. Engineer & Surveyor, attached to the proposal of said grantor of July 28th, 1938, which plat is also on file in the Office of the Town Clerk of said City of Stamford.

TOGETHER WITH a right of way to pass and repass over a strip of land 15 feet in width, and extending from the westerly line of the land hereinafore described in a westerly direction across the northerly 15 feet of the land now or formerly of Hener S. Cummings and land now or formerly of Onax Building Association, Inc., to the easterly side of Quernsey Avenue as now laid out.

PLUS:

ALL THAT CERTAIN tract or parcel of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, bounded on the north by land of Y.M.C.A., on the south by the northerly line of Federal Street as presently laid out, on the east by land now or formerly of Charles F. Maguire and on the west by land now or formerly of The Onax Building Association, Inc., and particularly described as follows:

BEGINNING at a point in the northerly side of Federal Street distant 205.00 feet westerly from a point where the northerly line of Federal Street intersects the westerly line of Atlantic Street as now laid out, and which beginning point is at the southwesterly corner of land now or formerly of Charles F. Maguire which bounds the land herein conveyed on the east, thence running along the westerly line of land now or formerly of Charles F. Maguire, North $3^{\circ} 28'$ East, 140.00 feet to a point in the northerly side of a stone wall standing at the southerly boundary line of the land of Y.M.C.A.; thence running along the northerly side of said stone wall along the southerly line of the land of Y.M.C.A., North $85^{\circ} 53'$ West, 130.15 feet to a point where the said southerly line of land of Y.M.C.A. intersects the easterly line of land now or formerly of The Onax Building Association, Inc.; thence running along the easterly line of land now or formerly of The Onax Building Association, Inc., South $4^{\circ} 07'$ West, 139.99 feet to a point in the northerly line of said Federal Street; thence running along the northerly line of said Federal Street, South $85^{\circ} 53'$ East, 131.78 feet to the point or place of beginning.

TOGETHER WITH a right of way to pass and repass over a strip of land 15 feet in width, and extending from the westerly line of the land hereinafore described in a westerly direction across the northerly 15 feet of the land now or formerly of The Onax Building Association, Inc., to the easterly side of Quernsey Avenue as now laid out.

Properties are known as 421 Atlantic Street, Stamford, Connecticut &
9 Federal Street, Stamford, Connecticut

The above Premises are also described as all that central tract or parcel of land together with the buildings and improvements thereon, located in the City of Stamford, County of Fairfield and State of Connecticut.

**POST OFFICE PARCEL
SURVEY DESCRIPTION**

Beginning at a point on the westerly side of Atlantic Street at its intersection with the northerly side of Federal Street:
running thence along said Federal Street N 86° 26' 50" W a distance of 336.768 feet to the westerly side of land now or formerly of UBS AG;
running thence along said UBS AG N 3° 33' 10" E a distance of 139.99 feet to the southerly side of land now or formerly of Louis R. Cappelli Family Limited Partnership II said land also known as the Rich-Cappelli Unit as depicted on Map 14569 of the Stamford Land Records;
running thence along said Rich-Cappelli Unit S 86° 26' 50" E a distance of 335.17 feet to the aforesaid westerly side of Atlantic Street;
running thence along said Atlantic Street S 2° 54' 10" East a distance of 140.00 feet to the Point of Beginning.

‘EXHIBIT B’
PRESERVATION COVENANT
U.S. Post Office
421 Atlantic Street
Stamford, CT 06901

This Covenant is in consideration of the conveyance of certain real property located at 421 Atlantic Street, in the City of Stamford, in the County of Fairfield, State of Connecticut and legally defined as in the attached Exhibit A. The subject property is listed on the National Register of Historic Places.

- (1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all time to maintain and preserve the exterior of the subject property in accordance with the recommended approaches of the “Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” (National Park Service, 1989)., in order to preserve those qualities that make this property eligible for listing on the National Register of Historic Places.
- (2) Subject to Paragraph 9 below, no exterior construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without consultation with and the express permission of the Connecticut Historic Preservation and Museum Division (CT SHPO) or a fully authorized representative thereof.
- (3) The CT SHPO shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met. CT SHPO shall provide advance written notification of its intent to inspect the property.
- (4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the CT SHPO may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.
- (5) This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.
- (6) The failure of the CT SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.
- (7) This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.
- (8) The CT SHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.
- (9) Notwithstanding the provisions of Paragraph No.2 above, this Covenant would expressly permit the Grantor to make the alterations (listed in attached Exhibit B) to the subject property at the Grantor’s sole option and cost. CT SHPO concurrence with the terms contained herein (a) does not obligate the Grantor to make these

expressed alterations; (b) does not limit the Grantor from requesting other additional alterations, said additional alterations subject to CT SHPO review and approval.

EXHIBIT A: LEGAL DESCRIPTION

EXHIBIT B: PERMITTED ALTERATIONS

The United States Postal Service and the Connecticut Historic Preservation and Museum Division concur on the following reuse adaptations:

- 1) Demolition of the 1939 addition and loading dock in order to allow for additional parking and / or redevelopment of the site.