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*OF COUNSEL
**ALSO ADMITTED IN NEW YORK

October 23, 2012
HAND DELIVERY

Mr. Joseph M. Cavo
President - City Council
Attn: Legislative Assistant
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Petersons Farm - transfer of roads/easements to the City of Danbury

Dear Mr. Cavo:

Please be advised I represent First Nine Corporation, developer of property known as Petersons Farm. The roads located within the subdivision have been completed and the owner hereby requests that the same be transferred to the City of Danbury, together with any drainage easements and other appurtenances which are required to be transferred in connection with the road transfer. Please accept this letter as our request to transfer the roads to the City of Danbury.

Enclosed please find the proposed Warranty Deed to the City of Danbury, Easement to the City of Danbury and a copy of the subdivision map. Please inform me of any Committee meetings.

Yours very truly,


Paul N. Jaber

PNJ:emb

Enclosures

cc: Jeanne L. Williamson-Iapaluccio
Farid Khouri, P.E. City of Danbury - Engineering Dept.
Planning Department

Record & Return to:
City of Danbury
Corporation Counsel
155 Deer Hill Ave.
Danbury, CT 06810

WARRANTY DEED

KNOW YE, THAT **FIRST NINE CORPORATION**, a Connecticut corporation with an address of 6 Meadow Ridge Drive, New Fairfield, Connecticut 06812 (hereinafter referred to as the "Grantor") for the No Consideration received to the full satisfaction of the **CITY OF DANBURY**, a municipality with offices at 155 Deer Hill Avenue, Danbury, Connecticut 06810 (hereinafter referred to as the "Grantee") does give, grant, bargain, sell and confirm unto the said Grantee, WITH WARRANTY COVENANTS, the following described premises:

ALL THAT CERTAIN piece or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut shown as "**PETERSONS LANE**" and, "**LOUIS ALLEN DRIVE**" including "**TEMPORARY ACCESSWAY PARCEL 'A'**" and "**TEMPORARY ACCESSWAY PARCEL 'B'**" and "**PARCEL 'X' 0.144 ACRES (6,270 S.F.)**" on a certain map entitled, "**SUBDIVISION MAP SHOWING 'PETERSONS FARM' PROPERTY OF ROSAMOND E. BASSETT, TRUSTEE OF THE ROSAMOND E. BASSETT REVOCABLE TRUST OF 1993 AND SOLVEIG COX DANBURY, CONNECTICUT**" Scale" 1" = 100' Total Area = 69.852 Acres Zone: RA-80 Date: February 25, 2003; Revisions: May 21, 2003, June 30, 2003 and July 7, 2003, said map prepared by Paul M. Fagan, L.S. 7756, Surveying Associates, P.C. filed with the office of the Town Clerk of the City of Danbury as Map No. 11513.

TOGETHER WITH an easement to pass and repass over that parcel shown as "**PROPOSED TEMPORARY TURN AROUND EASEMENT TO REVERT TO LOT 5 UPON FUTURE EXTENSION OF LOUIS ALLEN DRIVE**" as shown on said Map No. 11513 until such time as Louis Allen Drive is extended and then this easement will terminate.

Intending also to convey title to all improvements located within the rights of ways above mentioned including but not limited to road, curbing, drainage systems, bridge, bridge guide rails and all other appurtenances attached thereto within the roadway right of ways being conveyed.

The Grantee's responsibility for the upkeep and maintenance of drainage at discharge locations ends at the outlet of the catch basins within the roadway right of way.

Signed this _____ day of _____, 2012.

Signed, sealed and delivered
in the presence of:

FIRST NINE CORPORATION

By: _____
Jeanne L. Williamson-Iapaluccio
Its President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss: Danbury

On this the _____ day of _____, 2012, before me, the undersigned officer, personally appeared Jeanne L. Williamson-Iapaluccio, President of First Nine Corporation, a Connecticut corporation, signers and sealers of the foregoing instrument and acknowledged the same to be her free act and deed and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

Grantees' Address:
155 Deer Hill Avenue
Danbury, CT 06810

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That I, FIRST NINE CORPORATION, a Connecticut Corporation with an office at 6 Meadow Ridge Drive, New Fairfield, CT 06812 (hereafter referred to as "Grantor"), for ONE DOLLAR (\$1.00) and other valuable consideration received to his full satisfaction from the CITY OF DANBURY, a municipal corporation with a principal place of business at 155 Deer Hill Avenue, Danbury, CT 06810 (hereafter collectively referred to as "Grantee"), does hereby give, grant, bargain, sell and confirm unto the CITY OF DANBURY, its successors and assigns:

The perpetual right, privilege, authority and easement to drain through certain numerous easements (excepting the Proposed Drainage Easement located within Parcel A) all shown and designated as **"PROPOSED DRAINAGE EASEMENT" as shown on a certain map entitled, "SUBDIVISION MAP SHOWING 'PETERSONS FARM' PROPERTY OF ROSAMOND E. BASSETT, TRUSTEE of the ROSAMOND E. BASSETT REVOCABLE TRUST OF 1993 AND SOLVEIG COX DANBURY, CONNECTICUT" Scale" 1" = 100' Total Area = 69.852 Acres Zone: RA-80 Date: February 25, 2003; Revisions: May 21, 2003, June 30, 2003 and July 7, 2003, said map prepared by Paul M. Fagan, L.S. 7756, Surveying Associates, P.C. filed with the office of the Town Clerk of the City of Danbury as Map No. 11513.**

Excepting therefrom that area shown as "Portion of Drainage Easement shown on Town Clerk Map 11513 to be relocated as shown on a certain map entitled, **"MAP SHOWING PROPOSED RELOCATED DRAINAGE EASEMENTS LOTS 7, 8 and 9 and ACCESSWAY LOT 7 AT PETERSONS FARM SUBDIVISION DANBURY, CONNECTICUT Scale" 1" = 40' Date: Sept. 5, 2012"**, said map prepared by Paul M. Fagan, L.S. 7756, Surveying Associates, P.C. to be filed with the office of the Town Clerk of the City of Danbury.

The perpetual right, privilege, authority and easement to drain through a certain easement shown and designated as **"PROPOSED RELOCATED DRAINAGE EASEMENT" over Lot 7 and Lot 8, and Accessway - Lot 7 as shown on a certain map entitled, "MAP SHOWING PROPOSED RELOCATED DRAINAGE EASEMENTS LOTS 7, 8 and 9 and ACCESSWAY LOT 7 AT PETERSONS FARM SUBDIVISION DANBURY, CONNECTICUT Scale" 1" = 40' Date: Sept. 5, 2012"**, said map prepared by Paul M. Fagan, L.S. 7756, Surveying Associates, P.C. to be filed with the office of the Town Clerk of the City of Danbury.

The perpetual right, privilege, authority and easement to drain through a certain drainage easement shown and designated as **"PROPOSED REVISED LOCATION OF DRAINAGE EASEMENT OVER OPEN SPACE "C" 683 S.F." and "PROPOSED REVISED LOCATION OF DRAINAGE EASEMENT OVER PARCEL "A" 335 S.F." on a certain map entitled "IMPROVEMENT LOCATION SURVEY SHOWING PROPOSED DRAINAGE EASEMENT OVER PARCEL "A" TO BE RELOCATED OVER PARCEL "A" and OPEN SPACE "C" AT PETERSONS FARM SUBDIVISION LOUIS ALLEN DRIVE DANBURY, CONNECTICUT" Scale: 1" = 40' Date: December 29, 2010, prepared by Paul M. Fagan, L.S. 7756, Surveying Associates, P.C., 432 Main St., Danbury, CT 06810, which map is to be filed with the Office of the Town Clerk of Danbury simultaneously herewith.**

TOGETHER WITH the perpetual easement for purposes of maintenance and repair of a bridge in the area shown and designated as "PROPOSED WING WALL AND BRIDGE MAINTENANCE EASEMENT TO BE GRANTED CITY OF DANBURY" as shown on said Map No. 11513. It being understood that there are two (2) easement areas one on each side of the road/bridge.

TOGETHER WITH two (2) sight line easements shown as "Proposed Sight Line Easements" on Lots 6 and 20 as shown on the above referenced Map No. 11513.

The Grantor hereby grants to the Grantee the right to enter the property within the easement area for purposes of performing maintenance, repairing or replacing any improvements located within said easement. Notwithstanding the previous sentence, the City of Danbury's responsibility for the upkeep and maintenance of drainage at discharge locations ends at the outlet of the catch basin within the roadway right of way.

It is hereby agreed that the Grantee, its successors and assigns, shall, subsequent to any repair, replacement or maintenance, restore any land to substantially the same condition as existing immediately prior to such work, provided, however, that said restoration shall not include any structures, other improvements (except for said bituminous surfaces) or plantings (except ground sod) made by the Grantors, their heirs, successors or assigns.

TO HAVE AND TO HOLD the above granted rights, privileges, reservations, authority, and easement unto the said Grantee, its respective successors and assigns forever, to their own property use and behoof.

[signatures on following page]

