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JULIUS J. BIELIZNA (1914-1988)
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November 29, 2005
HAND DELIVERED

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

**RE: POPLAR PARK, LLC
40 DIVISION STREET, DANBURY, CONNECTICUT
WATERLINE EASMENT and SEWER EASEMENT**

Ladies and Gentlemen:

I have enclosed copies of a Waterline Easement and Sewer Easement to be granted by Poplar Park, LLC in favor of the City of Danbury for utility service to the condominiums at Division Street and Park Avenue in Danbury. These Easements were a requirement of the City Engineering Department.

The actual water and sewer lines have been installed, tested and approved by the Engineering Department. The Easement Agreements have been submitted to both the Engineering Department and the Corporation Counsel's Office for review, along with copies of the referenced maps.

This letter constitutes a request that the Common Council accept the Easements. Please place this request on the December Common Council Agenda.

Thank you.

Very truly yours,



Steven M. Olivo

SMO/mh
Enclosures
cc/enc:Atty Robin Edwards, Corporation Counsel's Office

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **POPLAR PARK, LLC**, a Connecticut limited liability company with an office and principal place of business located at 288 Main Street, Danbury, Connecticut, for ONE (\$1.00) DOLLAR & OTHER VALUABLE CONSIDERATION received to its full satisfaction of the **CITY OF DANBURY**, a municipal corporation organized and existing by virtue of the laws of the State of Connecticut, with an office and principal place of business located at 155 Deer Hill Avenue, Danbury, Connecticut, does hereby give, grant, bargain, sell and confirm unto the said **CITY OF DANBURY**, its successors and assigns:

The perpetual right, privilege, authority and easement for the purposes of installing, constructing, repairing and maintaining sewer lines and other public utilities over, under and across that certain piece or parcel of land of the Grantor, being more particularly shown and delineated as "**Proposed Sanitary Sewer Easement 932 S.F. ~ 0.021 AC.**" on a certain map entitled "**Sanitary Sewer Easement to be Granted to The City of Danbury Across the Property of Poplar Park, LLC Poplar Park Condominium Danbury, Connecticut** Scale: 1"=20' Area: 0.021 Ac. Zone: RMF-4 Date: Nov. 14, 2005 and declared substantially correct by New England Land Surveying, P.C., Robert M. Bennison, L.S. #12964, which map is recorded in the office of the Danbury Town Clerk.

Together also with the right of the Grantee, its successors and assigns to pass and repass over said easement area for the purposes contemplated herein and to pass and repass over all driveways and parking areas on the Grantor's property to reach the easement area.

Together with the right to enter upon the land within said easement at any reasonable time and from time to time, for the purpose of constructing, servicing, repairing, maintaining, or replacing said utilities, provided that there is no change in grade of the property.

The Grantor herein reserves the right to continue to use the land within which the aforesaid easement has been granted for any uses or purposes which do not in any way interfere with the use thereof by the Grantee in fulfilling the purposes for which this easement is granted.

The Grantor agrees that the Grantee is not responsible for installing, constructing, repairing or maintaining any sewer service lines to buildings to be constructed on the Grantor's property.

The Grantee herein agrees that all construction within the easement shall be conducted in accordance with reasonable standards and in accordance with local building and construction codes and shall not unreasonably interfere with the Grantor's use of the premises. The Grantee shall ensure that any and all construction equipment and any debris shall be removed from the easement area immediately after completion of any work and shall restore any area disturbed by any construction or maintenance work.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **POPLAR PARK, LLC**, a Connecticut limited liability company with an office and principal place of business located at 288 Main Street, Danbury, Connecticut, for ONE (\$1.00) DOLLAR & OTHER VALUABLE CONSIDERATION received to its full satisfaction of the **CITY OF DANBURY**, a municipal corporation organized and existing by virtue of the laws of the State of Connecticut, with an office and principal place of business located at 155 Deer Hill Avenue, Danbury, Connecticut, does hereby give, grant, bargain, sell and confirm unto the said **CITY OF DANBURY**, its successors and assigns:

The perpetual right, privilege, authority and easement for the purposes of installing, constructing, repairing and maintaining water lines and other public utilities over, under and across that certain piece or parcel of land of the Grantor, being more particularly shown and delineated as "**Proposed Waterline Easement 1,635 S.F. ~ 0.038 AC.**" on a certain map entitled "**Waterline Easement to be Granted to The City of Danbury Across the Property of Poplar Park, LLC Poplar Park Condominium Danbury, Connecticut** Scale: 1"=20' Area: 0.038 Ac. Zone: RMF-4 Date: Nov. 14, 2005 and declared substantially correct by New England Land Surveying, P.C., Robert M. Bennison, L.S. #12964, which map is recorded in the office of the Danbury Town Clerk.

Together also with the right of the Grantee, its successors and assigns to pass and repass over said easement area for the purposes contemplated herein and to pass and repass over all driveways and parking areas on the Grantor's property to reach the easement area.

Together with the right to enter upon the land within said easement at any reasonable time and from time to time, for the purpose of constructing, servicing, repairing, maintaining, or replacing said utilities, provided that there is no change in grade of the property.

The Grantor herein reserves the right to continue to use the land within which the aforesaid easement has been granted for any uses or purposes which do not in any way interfere with the use thereof by the Grantee in fulfilling the purposes for which this easement is granted.

The Grantor agrees that the Grantee is not responsible for installing, constructing, repairing or maintaining any water service lines to buildings to be constructed on the Grantor's property.

The Grantee herein agrees that all construction within the easement shall be conducted in accordance with reasonable standards and in accordance with local building and construction codes and shall not unreasonably interfere with the Grantor's use of the premises. The Grantee shall ensure that any and all construction equipment and any debris shall be removed from the easement area immediately after completion of any work and shall restore any area disturbed by any construction or maintenance work.

TO HAVE AND TO HOLD the above granted rights, privileges, reservations, authority and

