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CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
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January 24, 2011

Honorable Mark D. Boughton, Mayor
Members of the City Council
155 Deer Hill Avenue
Danbury, CT 06810

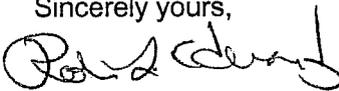
Re: November 2010 Agenda Item # 12 - Plumtrees Road
Grant of Easement by the City of Danbury to Plumtrees Plaza, LLC

Dear Mayor Boughton and City Council Members:

As you are aware, the petitioner, Plumtrees Plaza, LLC, is requesting that the City extend the easement it previously acquired from the City in 1993. The petitioner has offered to pay the City the sum of \$23,700.00 for the easement, the appraised value. The Director of Finance and the Tax Assessor have reviewed the appraisal provided by petitioner and both find the value acceptable; also the easement has been approved by an ad hoc committee. At the November 4, 2010, City Council meeting, the above mentioned easement was referred to a public hearing under the provisions of Connecticut General Statutes Section 7-163(e) and the public hearing was held on December 13, 2010. Since the required public hearing has transpired, you may now place this matter on the February agenda for consideration.

The proposed easement, copy attached, has previously been submitted to the City for review by Attorney Paul N. Jaber on behalf of the Petitioner. The proposed easement has been reviewed and revised by our office. Our office is satisfied with the form of the easement. Additionally, the petitioner may also need to obtain related approvals and permits from other City departments.

Accordingly, if you find the terms of this easement acceptable and wish to grant this easement, our office will continue to work with the Petitioner to see the grant of this easement through to conclusion. Please do not hesitate to contact our office if you have any questions concerning this matter.

Sincerely yours,

Robin L. Edwards
Assistant Corporation Counsel

Attachment

cc: David St. Hilaire, Director of Finance
Antonio Iadarola, P.E., Director of Public Works
Farid Khouri, P.E., City Engineer
Laszlo L. Pinter, Deputy Corporation Counsel
Colleen LaHood, Tax Assessor
Paul N. Jaber, Esq.

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GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That CITY OF DANBURY, ("Grantor") a municipal corporation with a principal office and place of business located at 155 Deer Hill Avenue in the City of Danbury, County of Fairfield and State of Connecticut, for TWENTY-THREE THOUSAND SEVEN HUNDRED AND 00/00 DOLLARS (\$23,700.00) and other valuable consideration received to its satisfaction of PLUMTREES PLAZA, LLC, ("Grantee") a Connecticut limited liability company, with a principal office and place of business at 30 Germantown Road, Danbury, Connecticut 06810, does hereby give grant, bargain, sell and confirm unto the said PLUMTREES PLAZA, LLC, its successors and assigns:

The perpetual right, privilege, authority and non-exclusive easement for the purposes of passing and re-passing, including the right to improve said parcel by way of blacktopping said easement area, together also with the right to park on said easement area, but not to construct or place any buildings or structure(s), with the exception of drainage structures approved by the City within the easement area. Said easement area is located off Plumtrees Road in the City of Danbury, County of Fairfield and State of Connecticut and is more particularly shown and delineated as "PROPOSED EASEMENT B 23,030 S.F. 0.529 AC. (CROSS-HATCHED)" on a certain map entitled "Composite Map Prepared For Plumtrees Plaza, LLC Danbury, Connecticut SEPT. 16, 2010", which map will be filed in the Danbury Town Clerk's Office simultaneously herewith. Said easement is conveyed subject to easements of record and subject to the terms and conditions hereinafter set forth.

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, except the placement or erection of any buildings on said easement, 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 Grantee further agrees, prior to, during, or after, any construction, to provide the Grantor's Director of the Department of Public Works or his designee with a Mechanics' Lien Waiver properly executed by suppliers of any material or providers of labor in any improvement to or work on said easement.

The Grantee further agrees, as consideration for this easement, to maintain liability insurance on said premises, which insurance shall be in an amount determined by the City of Danbury, current amounts required are: one million dollars (\$1,000,000.00, general liability coverage, combined each occurrence and five million dollars (\$5,000,000.00) excess liability coverage, which amounts be modified or amended from time to time, naming the Grantor as additional insured and providing Grantor with a copy of such insurance certificate for approval. All policies relating to this easement shall be written so that the Grantor shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change. Renewal certificates shall be filed with the grantor not less than ten (10) days before the expiration of such policy.

The Grantee shall have the right to allow any of its tenants or agents in any property that it owns adjoining said easement the right to use said easement as herein described.

