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

June 18, 2014

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

Re: Estate of Molari to City of Danbury
Subdivision at 145-149 Brushy Hill Road – 4 parcels

Dear Mayor and Council:

A condition of approval of the City Planning Commission for this private subdivision is to convey four small parcels of land to Danbury for roadway maintenance and improvements. This office as well as the Planning and Zoning Departments and the Engineering staff have reviewed the submitted paperwork toward this conveyance and have affirmed necessary compliance with conditions.

Inasmuch as the subdivider would like to sell their lots in the near future, please consider the approval, on your Consent Calendar, of these conveyances subject to any final review of completed documents of conveyance. We do not expect that any other requirements or referrals are necessary.

Please contact us with any questions.

Sincerely,

Laszlo L. Pinter
Deputy Corporation Counsel

cc: Sean Hearty, ZEO
Farid Khouri, P.E., City Engineer
Atty. Ward Mazzucco

"Molari"

Robert J. Yamin
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r.yamin@danbury-ct.gov
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Assistant Corporation Counsel
d.rosemark@danbury-ct.gov
(203) 796-8004

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CHIPMAN, MAZZUCCO,
LAND & PENNAROLA, LLC
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TIMOTHY M. HERRING

DEBBIE R. BING-ZAREMBA
KASEY SCARBROUGH GALNER

DAVID R. CHIPMAN
retired

MATRIX CORPORATE CENTER
39 OLD RIDGEBURY ROAD, SUITE D-2
DANBURY, CT 06810-5103

PHONE (203) 744-1929
GENERAL FAX (203) 790-5954
REAL ESTATE FAX (203) 744-5371
DANBURLAW.COM

June 18, 2014

VIA FEDEX

Danbury City Council
Attention: Legislative Assistant
155 Deer Hill Avenue
Danbury, CT 06810

RE: **145-149 Brushy Hill Road**

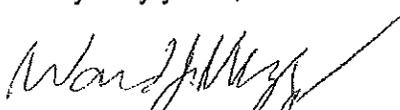
Dear Council Members:

Enclosed are the following documents with respect to the proposed transfer of four parcels of land to the City pursuant to the Planning Commission approval letter for the subdivision of 145-149 Brushy Hill Road:

1. Preliminary Certificate of Title;
2. Proposed Executor's Deed;
3. Owner's Affidavit;
4. Waivers of Mechanics' Liens; and
5. Proposed Real Estate Conveyance Tax Return.

If the Council sees fit to accept the parcels and the above documents meet with the Corporation Counsel's approval, we will furnish the original deed, executed documents and a Final Certificate of Title.

Very truly yours,


Ward J. Mazucco

WJM/dlg
Enclosures

cc: Laszlo L. Pinter, Esq. – Office of the Corporation Counsel

Return to:
Laszlo L. Pinter, Esq.
Office of the Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

PRELIMINARY CERTIFICATE OF TITLE

Danbury, Connecticut
May 30, 2014

TO: CITY OF DANBURY, CONNECTICUT

This is to certify that as of the date set forth and as disclosed by the land records of the City of Danbury, Connecticut, title to Parcels "W," "X," "Y" and "Z" as shown on the map entitled "Final Subdivision Plan of 145-149 Brushy Hill Road Danbury, Connecticut, Scale: 1" = 50' January 24, 2014," as revised by the addition of Notes 7 & 8 on 3/10/14, and recorded as Map No. 13149 on the Danbury Land Records, is vested in Michela Molari a/k/a Margaret Molari, Deceased (Russell E. Molari, Executor), free and clear of all encumbrances except:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Installments of real property taxes to municipal authorities which are not yet due and payable.
3. Effect, if any, of the notes, facts, conditions, encroachments and building setback lines as set forth on Map Nos. 12976, 13066 and 13149 all on file in the Danbury Town Clerk's Office.

Counsel for the Grantor has reviewed the above-mentioned exceptions to title and based upon such review, hereby represents that each such easement/agreement/encumbrance/lien does not adversely impact, impair, conflict with or limit any of the rights, title or interest to be granted by Grantor to the City of Danbury.

Chipman, Mazzucco, Land & Pennarola, LLC
By: Ward J. Mazzucco

Record and Return to:
Laszlo L. Pinter, Esq.
Office of the Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

EXECUTOR'S DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know Ye, That **RUSSELL E. MOLARI**, the duly qualified and authorized **EXECUTOR OF THE ESTATE OF MICHELA MOLARI AKA MARGARET MOLARI, DECEASED**, of Woodside, California (the **"Grantor"**), for the consideration of **ONE DOLLAR (\$1.00)** received to the Grantor's full satisfaction does give, grant, bargain, sell and confirm unto **CITY OF DANBURY**, a municipal corporation, of 155 Deer Hill Avenue, Danbury, Connecticut 06810, **WITH EXECUTOR'S COVENANTS**, the real property described as follows:

ALL THOSE CERTAIN pieces or parcels of land, situated in the City of Danbury, County of Fairfield and State of Connecticut, being more particularly shown as "PARCEL 'W'", "PARCEL 'X'", "PARCEL 'Y'" and "PARCEL 'Z'" on a map entitled "Final Subdivision Plan of 145-149 Brushy Hill Road Danbury, Connecticut, Scale: 1" = 50' January 24, 2014," as revised by the addition of Notes 7 & 8 on 3/10/14, and recorded as Map No. 13149 on the Danbury Land Records.

Said premises are conveyed subject to:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Installments of real property taxes to municipal authorities which are not yet due and payable.
3. Effect, if any, of the notes, facts, conditions, encroachments and building setback lines as set forth on Map Nos. 12976, 13066 and 13149 all on file in the Danbury Town Clerk's Office.

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OWNER'S AFFIDAVIT

Parcels W, X, Y and Z on Map #13149

The undersigned, owner(s) of real property known as filed on the Danbury Land Records ("Property") swear to the truth of the following statements:

(A) **MECHANICS' LIENS:** Within the last 90 days, including today, no one has furnished any labor, service or materials in connection with the construction or repair of any buildings or improvements or site work on the Property. No labor, service or materials have been contracted for future construction, repair, materials or site work on the Property and no contractor, surveyor, engineer or architect has been hired to provide any such service or materials.

Note: If materials or services were provided within the last 90 days, and/or if there are materials or services to be provided pursuant to a partially performed contract, and/or if materials are to be furnished or services are to be provided between now and the delivery of the mortgage or deed to be insured by CATIC, cross out Paragraph (A) and provide properly completed mechanics' lien waivers (1-4 family residential owner policy) or lien subordinations (loan policy). A Full Payment and Completion Form is required for mechanics' lien coverage on an owner policy for all property other than 1-4 family residential.

(B) **SURVEY MATTERS:** The undersigned has been in peaceful and undisturbed possession of the Property. There is no dispute or disagreement as to the location of any boundary lines. The undersigned is not aware of any encroachments of any structures or other improvements onto the Property, onto any adjoining land or onto any easement area, has not allowed any easement or right of way across the Property and no one has attempted to assert such right. The Property does not bound on a lake, stream, river, tidal waterway or pond nor does such water body flow through the Property.

(C) **POSSESSION:** There are no tenants, lessees or other persons who are in possession or have a right to possession of the Property.

(D) **ACCESS:** The undersigned is not aware of any dispute or disagreement regarding the use or location of any driveway or road serving the Property.

(E) **BUILDING PERMITS AND RESTRICTIONS:** The undersigned has no knowledge of the construction of any building or structural modification or improvement on the Property that was performed without obtaining a building permit and, if applicable, a certificate of occupancy. Further, the undersigned has no knowledge of any present violation of any zoning or subdivision regulation or any private restriction.

(F) **TAXES, ASSESSMENTS AND COMMON CHARGES:** All real estate taxes, common charges, association dues, common interest community assessments, special taxing district charges, water and sewer charges and municipal charges and assessments are current and the next installment or payment is not yet due and payable.

(G) **RIGHT OF FIRST REFUSAL OR OPTION TO PURCHASE:** The undersigned has fully complied with requirements of any Right of First Refusal or Option to Purchase provisions which may affect the Property. Any such applicable rights have been waived or released.

The undersigned understands that **CONNECTICUT ATTORNEYS TITLE INSURANCE COMPANY** will rely upon the truth of the statements made in this affidavit when it issues its policy or policies of title insurance insuring the title to the Property and that the undersigned may be liable for damages for misrepresentations made in completing this form.
Estate of Michela Molari aka Margaret Molari, Deceased

Owner: Russell E. Molari, Executor

Owner:

Subscribed and sworn to, before me

Commissioner of the Superior Court
Notary Public
Commission Expires: _____

To Issuing Agent: If portions of any of the above paragraphs are stricken or altered, or an affiant is unable to swear to the truth of any of the above representations, please add the appropriate Exception to the Schedule B of the Policy you are issuing, or contact your local CATIC office for underwriting assistance. If Paragraph (A) is altered or deleted and you receive the proper documentation, please forward the documentation with the Policy.

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Connecticut Attorneys Title Insurance Company

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WAIVER OF MECHANICS' LIENS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, have commenced or are about to commence to render services, to perform work, or to furnish materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site development or subdivision of a plot of land, on certain real property owned by Michela Molari a/k/a Margaret Molari, deceased, Russell E. Molari, Executor known as 145-149 Brushy Hill Road, in the City of Danbury, Connecticut.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration received by each of us to our full satisfaction, we, the undersigned, do hereby severally waive and release all of the several liens and claims of lien which we may have, or may hereafter have, on the above-mentioned lot, land, buildings and appurtenances pursuant to the laws of the State of Connecticut, by virtue of said services rendered, work performed or materials furnished, heretofore and hereafter, upon said lot, land, building and appurtenances, whether completed or still in the process of construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names.

(Note: If a provider of labor or materials uses a CATIC Form A-110.1 instead, please attach it to this form and print "See Form 110.1 Attached" in the place where the provider would have signed below.)

DATE
SIGNED

Engineer

6/2/14

Architect
Frank Shook
Contractor - Wall Removal

FRANK SHOOK, BETHEL, CT.

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Connecticut Attorneys Title Insurance Company

WAIVER OF MECHANICS' LIENS

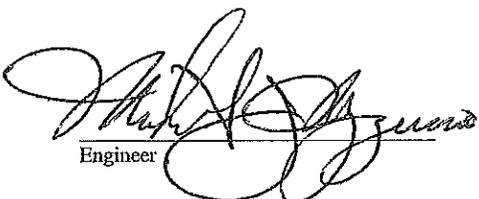
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, have commenced or are about to commence to render services, to perform work, or to furnish materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site development or subdivision of a plot of land, on certain real property owned by Michela Molari a/k/a Margaret Molari, deceased, Russell E. Molari, Executor known as 145-149 Brushy Hill Road, in the City of Danbury, Connecticut.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration received by each of us to our full satisfaction, we, the undersigned, do hereby severally waive and release all of the several liens and claims of lien which we may have, or may hereafter have, on the above-mentioned lot, land, buildings and appurtenances pursuant to the laws of the State of Connecticut, by virtue of said services rendered, work performed or materials furnished, heretofore and hereafter, upon said lot, land, building and appurtenances, whether completed or still in the process of construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names.

(Note: If a provider of labor or materials uses a CATIC Form A-110.1 instead, please attach it to this form and print "See Form 110.1 Attached" in the place where the provider would have signed below.)

DATE
SIGNED
6/4/14



Engineer

Architect

Contractor - Wall Removal

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Connecticut Attorneys Title Insurance Company

WAIVER OF MECHANICS' LIENS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, have commenced or are about to commence to render services, to perform work, or to furnish materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site development or subdivision of a plot of land, on certain real property owned by Michela Molari a/k/a Margaret Molari, deceased, Russell E. Molari, Executor known as 145-149 Brushy Hill Road, in the City of Danbury, Connecticut.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration received by each of us to our full satisfaction, we, the undersigned, do hereby severally waive and release all of the several liens and claims of lien which we may have, or may hereafter have, on the above-mentioned lot, land, buildings and appurtenances pursuant to the laws of the State of Connecticut, by virtue of said services rendered, work performed or materials furnished, heretofore and hereafter, upon said lot, land, building and appurtenances, whether completed or still in the process of construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names.

(Note: If a provider of labor or materials uses a CATIC Form A-110.1 instead, please attach it to this form and print "See Form 110.1 Attached" in the place where the provider would have signed below.)

DATE
SIGNED

6/10/14

Charles C. Townsend
~~Engineer~~ SURVEYOR

Architect

Contractor - Wall Removal

OP-236
Real Estate Conveyance Tax Return

3-9

(Rev. 07/13)

For Town Clerk Use Only			
Town Code	Land Record	Vol.	Page
▶	▶		

Complete Form OP-236 in blue or black ink only.

Check here if this is an amended return.

1. Town ▶ Danbury		2. Location of property conveyed (number and street) ▶ Parcels W, X, Y & Z on Map #13149		3. If more than two grantors/sellers, check here. ▶ <input type="checkbox"/> Attach OP-236 Schedule A to provide required information.	
4. Grantor/seller #1 (last name, first name, middle initial) ▶ Molari, Russell E., Executor of the Estate of Michela Molari aka Margaret Molari, Deceased			5. Taxpayer identification number ▶ 02-6180151		
6. Grantor/seller address after conveyance ▶ 75 Roan Place			7. City or town ▶ Woodside, CA		State ZIP code 94062
8. Grantor/seller #2 (last name, first name, middle initial) ▶			9. Taxpayer identification number ▶		
10. Grantor/seller address after conveyance ▶			11. City or town ▶		State ZIP code
12. Is grantor a partnership, S corporation, LLC, estate, or trust? See instructions. ▶ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		13. Is this conveyance between spouses? ▶ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		14. If this conveyance is for no consideration or less than adequate consideration, will federal and state gift tax returns be filed? ▶ <input type="checkbox"/> Federal only <input type="checkbox"/> State only <input type="checkbox"/> Both <input checked="" type="checkbox"/> Not applicable	
15. Grantee/buyer (last name, first name, middle initial) If more than one grantee/buyer, see instructions. ▶ City of Danbury			16. Taxpayer identification number ▶		
17. Grantee/buyer address after conveyance ▶ 155 Deer Hill Avenue			18. City or town ▶ Danbury, CT		State ZIP code 06810
19. Date conveyed ▶		20. Date recorded ▶		21. Type of instrument ▶ Warranty <input type="checkbox"/> Quitclaim <input type="checkbox"/> Easement <input checked="" type="checkbox"/> Other <u>Executor's Deed</u>	
22. The grantor claims no tax is due because: (If applicable, check one.) See instructions.					
▶ 22a. <input checked="" type="checkbox"/> Conveyance was for no consideration or consideration was less than \$2,000.					
▶ 22b. <input type="checkbox"/> Conveyance is exempt under Conn. Gen. Stat. §12-498. See list of all exemption codes on reverse and enter exemption code here. _____					
▶ 22c. If 22b exemption code is 01 or 09, enter citation or docket number. _____					

Computation of Tax Enter consideration for conveyance on the appropriate line.

▶ 23. Consideration for unimproved land: See Line Instructions.	\$ _____	x0.0075 = \$ _____
▶ 24. Total consideration for residential dwelling: See Line Instructions.	\$ _____	
▶ 24a. Portion of Line 24 that is \$800,000 or less: See Line Instructions.	\$ _____	x0.0075 = \$ _____
▶ 24b. Portion of Line 24 that exceeds \$800,000: See Line Instructions.	\$ _____	x0.0125 = \$ _____
▶ 25. Residential property other than residential dwelling	\$ _____	x0.0075 = \$ _____
▶ 26. Nonresidential property other than unimproved land	\$ _____	x0.0125 = \$ _____
▶ 27. Property conveyed by a delinquent mortgagor: See Instructions.	\$ _____	x0.0075 = \$ _____
▶ 28. Total State of Connecticut tax due: Add Lines 23, 24a through 27.		= \$ <u>-0-</u>

Declaration: I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return to the Department of Revenue Services (DRS) is a fine of not more than \$5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Indicate by checking a box who is signing this return: Grantor Grantor's attorney Grantor's authorized agent

Ward J. Mazzucco		
Name of person signing the return (type or print)	Signature	Date
Chipman, Mazzucco, Land & Pennarola, LLC	410654	203-744-1929
Name of grantor's representative (type or print)	▶ Provide Connecticut juris number if applicable	Telephone number