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CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 797-4518 (203)796-8043 FAX

December 24, 2008

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

Re: Sidewalk Easement – Old Ridgebury Road & Larsen Road

Dear Mayor and Council:

The petitioner in this matter is the Midwestern Connecticut Council of Alcoholism, Inc. Based upon the requirements contained in a 2006 approved site plan for this facility at the above location, the petitioner is required to grant the City of Danbury an easement for sidewalk purposes.

We have reviewed correspondence and documentation related to this request from the petitioner and find the documents in order and ready for completion. A copy of the easement is attached.

Accordingly and based on the foregoing, please approve the easement and accept the proposed conveyance, subject to required Planning approval. We will then work with the petitioner to consummate the transaction. In the event you have any questions, please contact us.

Very truly yours,

Laszlo L. Pinter
Deputy Corporation Counsel

Attachment

cc: Farid Khouri, P.E., City Engineer
Fran Collins, Esquire

Llp/MCCA sidewalk easement

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EASEMENT

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COPY

KNOW ALL MEN BY THESE PRESENTS:

That MID-WESTERN CONNECTICUT COUNCIL OF ALCOHOLISM, INC., a corporation, with an office at 38 Old Ridgebury Road, Danbury, Connecticut 06810, for One Dollar and No/100 (\$1.00) and other valuable consideration received to its full satisfaction of the CITY OF DANBURY, County of Fairfield and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said CITY OF DANBURY, its successors, heirs and assigns:

The perpetual right, privilege, authority and easement for the following purposes:

1. As a sidewalk for passing and repassing by the general public;

The easement area is over and across that certain piece or parcel of land of the Grantor being more particularly shown and delineated as follows:

"PROPOSED SIDEWALK EASEMENT 1,653 S.F. 0.038 AC." on a certain map entitled **"Zoning Location Map Showing Sunrise Terrace Prepared for Mid-Western Connecticut Council of Alcoholism, Inc. Danbury, Connecticut"**, Scale 1" = 40' Area: 3.845 Ac. Zone: CA-80 Date: Dec. 21, 2007 Revisions Feb. 5, 2008, Oct. 6, 2008, Oct. 21, 2008, Oct. 30, 2008, Dec. 4, 2008, certified substantially correct and prepared by New England Land Surveying, P.C., Robert M. Bennison, L.S. #12964, said map to be filed with the Office of the Town Clerk of Danbury; and

Together with the right to enter upon the land within said easement area at any reasonable time and from time to time for the purpose of constructing, grading, repairing or maintaining the easement area. In no event, however, shall the Grantee be obligated to repair or maintain any improvements installed by Grantor.

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Together with the right to enter upon the land within said easement area at any reasonable time and from time to time for the purpose of constructing, replacing or maintaining any material or equipment in the easement area.

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

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 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 agrees to indemnify Grantor from any and all claims that may be made against Grantor, its members and employees from bodily injury or damage to property occasioned by the negligent acts or omissions or willful misconduct of the Grantee or its employees or agents in connection with this easement.

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

[Signature on next page]

