

26

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WENDY L. WENNERS

May 19, 2005

HAND DELIVERED

JIMMETTA SAMAHA, ASSISTANT CITY CLERK
CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

Re: Norma Smigowski

Dear Jimmetta:

This office represents Norma Smigowski, the owner of premises known as 4 Hylo Drive, Danbury, Connecticut. It has come to my client's attention that a small portion of the house and all of the septic system encroached upon the City of Danbury road right of way. At the suggestion of the Mayor and Corporation Counsel's office, my client would like to request the Common Council to grant an easement to her permitting her to maintain these encroachments.

Enclosed please find an "Encroachment Easement" which has been reviewed and approved by the Corporation Counsel's office and the Engineering Department. If the same meets with the approval of the Common Council, please have the Mayor execute same and return to this office.

Please place this matter on the next agenda of the Common Council.

Very truly yours,



A. Peter Damia

APD/wp

Encl.

cc: Mayor Mark D. Boughton
cc: Eric L. Gottschalk, Esq., Deputy Corporation Counsel
cc: Norma Smigowski

ENCROACHMENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the **CITY OF DANBURY**, a municipal corporation organized and existing under the laws of the State of Connecticut, having an office at 155 Deer Hill Avenue, Danbury, CT 06810 for valuable consideration received to its full satisfaction of **NORMA SMIGOWSKI**, of 4 Hylo Drive, Danbury, Connecticut 06810, does hereby give, grant, bargain, sell, confirm, convey and quitclaim unto the said **NORMA SMIGOWSKI** and to her heirs, executors, administrators, successors and assigns forever, the full and perpetual right, privilege, authority and easement to lay, construct, repair and maintain the septic tank and fields, together with the necessary appurtenances therefore, now servicing the premises known as 4 Hylo Drive and to lay, construct, alter and repair, replace and maintain that portion of the wood porch and roof overhang encroaching upon the roadway, in under and along property of the Grantor known as "Hylo Drive", which property ("Hylo Drive") is more particularly shown and designated on a certain map of Pleasant Acres Section "B" on file in the office of the Town Clerk of the City of Danbury as Map No. 1302.

Said Easement Area encompassing said septic tank and fields and the wood porch and roof overhang (the "Encroachments") is shown on a certain map entitled "Property Survey Prepared for Norma A. Smigowski 4 Hylo Drive & 1-7 Wondy Way City of Danbury Fairfield County, Ct. Feb. 11, 2005 Scale: 1" = 20' Revised Apr. 7, 2005", prepared by the office of Paul A. Hiro, P.C. 35 Danbury Road, New Milford, CT, which map is to be filed contemporaneously herewith and which Easement Area is more particularly bounded and described as follows:

Commencing at a point, which point marks the southeasterly corner of property of the Grantee herein, at the intersection of Acre Drive and Hylo Drive, as shown on said map; thence running S 02° 14' 56" E 14.80 feet to a point; thence turning and running S 60° 26' 56" W 41.34 feet to a point; thence turning and running N 29° 33' 04" W 17.11 feet to a point; thence turning and running S 86° 50' 24" W 20.52 feet to a point; thence turning and running N 29° 26' 22" W 9.37 feet to a point on the southerly boundary of land of the Grantee; thence turning and running N 79° 06' 15" E 70.18 feet to the point or place of beginning.

By acceptance of this deed, Grantee agrees, for herself, her heirs, executors, administrators, successors and assigns, that:

- Prior to exercising the rights granted under this easement, the Grantee shall obtain approval from the City of Danbury and a permit from the Danbury Highway Department.
- In the event that the Grantee is required to enter upon Hylo Drive to exercise her rights under this grant of easement, that, upon completion, the Grantee shall restore the disturbed portion of Hylo Drive to substantially the same condition as existed at the time of the execution of this easement.
- In the event the septic system fails and must be replaced/expanded, said replacement/expansion shall be done on Grantee's property.
- In the event all or part of the Encroachments are abandoned or relocated on property of the Grantee, then Grantee shall remove the abandoned encroachments and this easement, as to those encroachments, shall terminate and be of no further force or effect.
- That the Grantee shall assume any and all liability concerning the use and/or control of the

