(14-5) RTM RESOLUTION OF THE TOWN OF DARIEN APPROVING A WRITTEN CONTRACT AND AUTHORIZING THE EXECUTION OF SAID CONTRACT TO ALLOW THE PARTICIPATION OF THE TOWN OF DARIEN IN THE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY ("C-PACE") PROGRAM

Primary – F&B

Secondary - PZ&H

WHEREAS, Connecticut General Statutes §16a-40g established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) Program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

WHEREAS, the Act authorizes the Clean Energy Finance and Investment Authority (the "Authority"), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

WHEREAS, ultimately, the C-PACE agreement requires the approval of the Representative Town Meeting as the legislative body of the Town of Darien to sign the C-PACE Agreement;

NOW THEREFORE BE IT RESOLVED, that the RTM of the Town of Darien approves and authorizes the first selectman of the Town of Darien to execute and deliver the C-PACE Agreement, substantially in the form attached to this resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.

COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY ("C-PACE") AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2013, by and between the City of _____, **CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

RECITALS

WHEREAS, Commercial Property Assessed Clean Energy ("C-PACE") is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

WHEREAS, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a C-PACE program in Connecticut.

WHEREAS, Section 157 of the Act directed the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

WHEREAS, to secure financing for the program, the Authority and the Municipality are authorized to enter into a written agreement, as approved by the municipality's legislative body, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

WHEREAS, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1 - Definitions.

(a) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property.

(b) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.

(c) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.

(d) "Benefitted property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.

(e) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.

(f) "Benefit assessment" means the assessment authorized by the Act.

Section 2 - Obligations of the Authority.

(a) **Program Requirements.** Pursuant to the Act, the Authority:

(1) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act,

(2) shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Authority,

(3) shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and

iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
    A. the date of the financing agreement,
    B. the outstanding amount of the financing,
    C. the total principal balance and accrued interest outstanding, and
    D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements.** If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

(3) require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to the Act.

(c) **Financing Agreement for Project.** The Authority may enter into a financing agreement with the property owner of qualifying commercial real property. The financing agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property upon completion of the energy improvements. The Authority shall disclose to the property owner the costs and risks associated with participating in

the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the financing agreement. The Authority shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Authority shall notify the property owner that such owner may rescind any financing agreement entered into not later than three business days after such financing agreement is executed by the property owner and delivered to the Authority. The financing agreement shall provide for the consent of existing mortgage holders for the benefit assessment lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) **Determination of Estimated and Final Benefit Assessments and Payments.**

(1) In connection with the completion and execution of the financing agreement, the Authority shall determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality.

(2) Upon completion of the energy improvements to the qualifying commercial property, the Authority shall determine the final benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Authority shall provide written notice of the final benefit assessment and interest rate to the Municipality.

(3) It is anticipated that the Authority will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Authority will change its practices to the extent possible to correspond with the Municipality's practices.

Section 3 - Obligations of the Municipality.

(a) **Placing of Caveat on Land Records.** Upon receiving written notice from the Authority of the estimated benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly place a caveat on the land records (on a form provided by the Authority after consultation with the municipality) indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for the qualifying commercial real property. The Authority will reimburse the municipality the cost charged by the Town Clerk for recordation of the caveat.

(b) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the final benefit assessment as provided in Section 2(d)(2) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property especially

benefitted by the energy improvements financed by the Authority, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment. As provided in the Act, the benefit assessments levied (on a form provided by the Authority after consultation with the municipality) pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the municipality the cost charged by the Town Clerk for recording the lien. Such lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(c) **Continuation, Recording and Release of Lien.** As provided in the Act, each benefit assessment lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such benefit assessment lien. The Authority shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(d) **Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority, the Municipality shall assign to the Authority any and all liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all liens received from the Municipality. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Authority may sell or assign any and all liens received from the Municipality under Section 3(d) of this Agreement to a trustee for the benefit of the holders of the Authority's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Authority's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Authority. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(e) **Billing and Collection; Payment to the Authority.**

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Authority and identifying the Authority as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Authority or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide monthly collection reports to the Authority, and the Authority, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Authority and Municipality agree to provide each other with such reasonable information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

(f) **Collection of Delinquent Payments.**

(1) If (i) the benefit assessment liens have not been assigned to the Authority pursuant to Section 3(d) of this Agreement, or (ii) the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the lien securing delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(2) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide

written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

(g) **Promotion of Program; Assistance for Authority Financing; Payment to Municipality.**

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Authority to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Authority agrees to pay the Municipality annually a fee of $500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Authority shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

Section 4 - Indemnification.

The Authority agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees, to the extent of available proceeds derived from the benefit assessments, from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Authority's officers, employees and agents under this Agreement.

Section 5 - Term.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding. The Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to the Authority, provided that the provisions of this Agreement shall continue with regard to benefit assessments assessed prior to such termination date until those benefit assessments have been paid in full or are no longer outstanding.

Section 6 -Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 5 of this Agreement.

Section 7 - Miscellaneous Provisions.

(a) **Assignment or Transfer.** Except as provided in Section 3(d) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(b) **Amendment and Termination.** After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

_____

_____

_____

_____

If to the Authority:

Clean Energy Finance and Investment Authority
865 Brook Street
Rocky Hill, Connecticut 06067
Attention: General Counsel

(g) **Amendment and Waivers.** Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Authority and the Municipality.

(h) **Applicable Law and Venue.** This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.

(i) **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) **Headings.** The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(k) **Affirmation of Applicable Executive Orders.** To the extent applicable to this Agreement, Municipality acknowledges that it will be required to comply with the provisions of any applicable existing Governor Executive Orders related to this Agreement.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Municipality and the Authority have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

CITY OF _____

_____ By: _____

Its: _____

CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

By: _____
Bryan T. Garcia, President

(14-6) RESOLUTION OF THE RTM OF DARIEN ACCEPTING LAND DEEDED FROM THE WESTMERE GROUP, INC.

Primary – PZ&H
Secondary – PW

WHEREAS, a cause of action was instituted by Westmere Group, Inc., against the Town of Darien and the Darien Sewer Authority; and

WHEREAS, the case was brought to trial and appeals subsequently filed; and

WHEREAS, a settlement has been reached between the parties; and

WHEREAS, part of the settlement calls for approximately 4,164 sq. feet of real estate, together with all improvements thereon, being deeded to the Town; and

WHEREAS the Town Charter provides that the RTM has the responsibility of approving the acquisition of real property by the town;

NOW THEREFORE BE IT RESOLVED that the RTM of the Town of Darien hereby approves the acquisition of said property as more particularly set forth in the Quit Claim Deed attached hereto and made part hereof.

Record & Return
Curtis, Brinckerhoff & Barrett, P.C.
666 Summer Street
Stamford, CT 06901

QUITCLAIM DEED

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

Know Ye, That **WESTMERE GROUP, INC.,** a Connecticut corporation, **as Grantor,** for the consideration of One Dollar and No/100 Dollars ($1.00), grants unto the **TOWN OF DARIEN,** a municipal corporation of the State of Connecticut, located in the County of Fairfield and State of Connecticut, **as Grantee,** and does convey, assign, remise, release, and forever QUITCLAIM unto the said **TOWN OF DARIEN** and its assigns forever, all the right, title, interest, claim and demand whatsoever the said Grantor has or ought to have in or to the following described premises with QUITCLAIM COVENANTS:

All that certain property as more particularly described on SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF, being Parcel 5-X, consisting of approximately 4,167 sq. ft., together with all improvements located thereon.

Together with all of the Grantor's right, title, and interest in and to the sanitary sewer system and pump station constructed by the Grantor in accordance with a Developer's Agreement by and between Grantor and the Darien Sewer Commission ("Sewer Commission") dated December 9, 1999, as recorded in Volume 929 at Page 413 of the Darien Land Records ("Developer's Agreement"), to service the subdivision referenced in the Developer's Agreement of which Parcel 5-X is a part, and all easements, rights, equipment, and installations appurtenant thereto, except for any sanitary sewer laterals serving individual residential lots (collectively, the "Sanitary Sewer"); and

Subject to any and all rights and obligations of Grantee and/or the Sewer Commission to operate, maintain, repair and replace the Sanitary Sewer pursuant to and in accordance with the Developer's Agreement; and

Reserving to the Grantor herein, its successors and assigns the right to use for all lawful purposes and connect to the Sanitary Sewer located within the sanitary and utility easement area located on Parcel 5-X as more particularly shown on Schedule A

{SIGNATURE APPEARS ON FOLLOWING PAGE}

In Witness Whereof, it has hereunto set its hand and seal this _____ day of _____, 2014.

Signed, Sealed and Delivered
in presence of:

WESTMERE GROUP, INC.

_____

By:_____
Amy Bergner, President
Duly Authorized

_____

State of Connecticut :
: ss.
County of Fairfield :

On this the ____ day of _____, 2014, before me, the undersigned officer, personally appeared Amy Bergner known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to be the President of Westmere Group, Inc., a Connecticut corporation, and that she, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as president.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

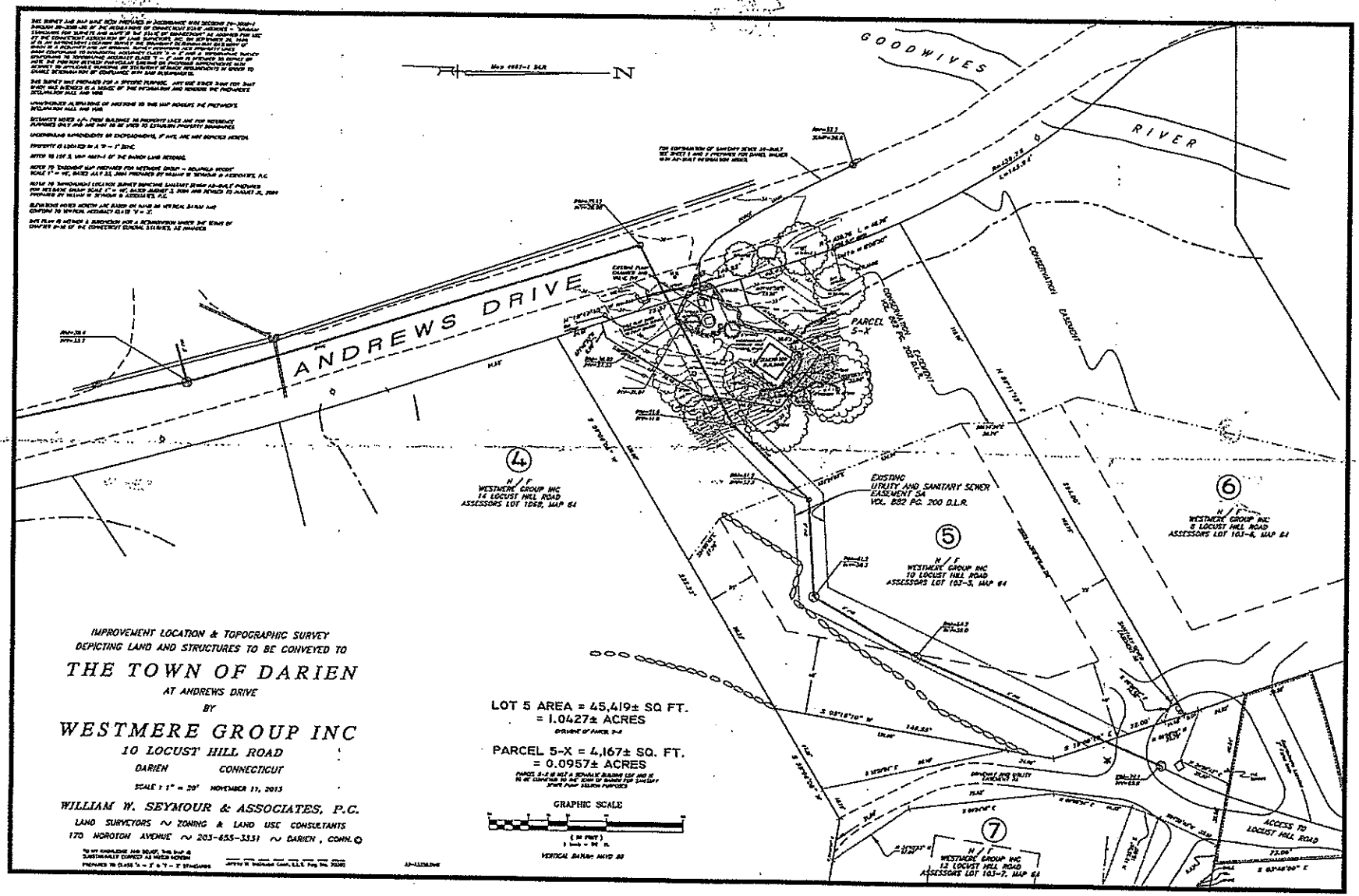
_____
Notary Public
Commissioner of the Superior Court

SCHEDULE A

PROPERTY DESCRIPTION

All that certain real property situated in the Town of Darien, County of Fairfield, State of Connecticut, shown and designated as Parcel 5-X on a certain map entitled "Improvement Location & Topographic Survey Depicting Land And Structures To Be Conveyed to the Town of Darien At Andrews Drive By Westmere Group Inc., 10 Locust Hill Road, Darien, Connecticut," prepared by William Seymour & Associates, P.C., which map is on file in the Darien Town Clerk's Office as Map No. _____ .

Together with all such rights-of-way and easements as shall be necessary and appropriate for the operation, maintenance, and improvement of the Sanitary Sewer.


GOODWIVES
RIVER
ANDREWS DRIVE
N
PARCEL 5-X
CONSERVATION EASEMENT
EXISTING UTILITY AND SANITARY SEWER EASEMENT 5A VOL. 882 PG. 200 D.L.R.
4
H / F
WESTMERE GROUP INC
14 LOCUST HILL ROAD
ASSESSORS LOT 105B, MAP 64
5
H / F
WESTMERE GROUP INC
10 LOCUST HILL ROAD
ASSESSORS LOT 103-5, MAP 64
6
H / F
WESTMERE GROUP INC
6 LOCUST HILL ROAD
ASSESSORS LOT 103-6, MAP 64
7
H / F
WESTMERE GROUP INC
12 LOCUST HILL ROAD
ASSESSORS LOT 103-7, MAP 64
ACCESS TO LOCUST HILL ROAD
IMPROVEMENT LOCATION & TOPOGRAPHIC SURVEY
DEPICTING LAND AND STRUCTURES TO BE CONVEYED TO
THE TOWN OF DARIEN
AT ANDREWS DRIVE
BY
WESTMERE GROUP INC
10 LOCUST HILL ROAD
DARIEN CONNECTICUT
SCALE : 1" = 20' NOVEMBER 17, 2013
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS ~ ZONING & LAND USE CONSULTANTS
170 NORTON AVENUE ~ 203-655-3331 ~ DARIEN, CONN.
LOT 5 AREA = 45,419± SQ. FT.
= 1.0427± ACRES
PARCEL 5-X = 4,167± SQ. FT.
= 0.0957± ACRES
GRAPHIC SCALE
VERTICAL DATUM: NAVD 88

(14-7) RTM RESOLUTION OF THE TOWN OF DARIEN CONVEYING A RIGHT- OF-WAY EASEMENT OVER TOWN OWNED LAND FOR ACCESS TO AN EXISTING HOME LOCATED AT 50 HOYT STREET

Primary – PZ&H

WHEREAS, the Town of Darien acquired a 20 foot wide track of land by a Certificate of Taking dated May 25, 1978; and

WHEREAS, the 20 foot wide track of land includes a portion of Hoyt Court; and

WHEREAS, this road has long provided six homes on Hoyt Court with access to Hoyt Street; and

WHEREAS, the new owners of 50 Hoyt Street have recently realized that, unlike the other owners of surrounding properties, it had no legal access over Hoyt Court in order to have access to Hoyt Street; and

WHEREAS, the owners of 50 Hoyt Street have requested that the Town of Darien provide it with a right-of-way easement to confirm a means of access to the existing garage on its property;

NOW THEREFORE BE IT RESOLVED, that the RTM of the Town of Darien hereby approves the Right-of-Way Easement as more particularly set out in the document attached hereto and made part hereof as well as identified in the map attached hereto and made part hereof.

RIGHT-OF-WAY EASEMENT

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

KNOW YE, that the TOWN OF DARIEN, a municipal corporation in the County of Fairfield and State of Connecticut, acting herein by First Selectman Jamie Stevenson, hereunto duly authorized, for the consideration of ONE (1) DOLLAR, received to its full satisfaction of PEARSON CAIN PROPERTIES, LLC, a Connecticut Limited Liability Company, with an office at 81 Locust Hill Road, in the Town of Darien, County of Fairfield and State of Connecticut, does grant and confirm unto the said PEARSON CAIN PROPERTIES, LLC a Right-Of-Way Easement over and across that certain piece, parcel or tract of land, situated in the Town of Darien which was acquired by the Town of Darien pursuant to a Certificate of Title dated May 25, 1978 and recorded in Book 417 at Page 141 of the Darien Land Records.

Said Right-of-Way is in common with others, as the same now exists, which is 10 feet in width running East to West along Leeds Cemetery. Said Right-of Way shall also include a new 10 foot wide and long extension of the Right-of-Way, running north and south over land owned by Grantor, for the purpose of providing Grantee with access to their existing garage.

TO HAVE AND TO HOLD the above granted and bargained Right-of-Way Easement unto said grantee, its successors and assigns forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument this day of February, 2014.

Signed, Sealed and delivered in the

Presence of or Attested by:

_____ _____

_____ Jamie Stevenson, First Selectman

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this _____day of February, 2014, before me the undersigned officer, personally appeared Jamie Stevenson, First Selectman of the Town of Darien, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, as her free act and deed on behalf of the Town of Darien, before me.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

_____

Right of Way

Schedule A

Beginning at a point on the westerly side of Hoyt Street being the South Easterly corner of the right of way thence running the following courses: South 82° 27′ 00″ East 22.97 feet along land now of formerly of Pearson Cain Properties, LLC; thence South 78° 14′ 35″ East 40.19 feet along land of the Town of Darien, thence North 74° 19′ 25″ East 3.25 feet along land of the Town of Darien, thence South 78° 30′ 00″ East 15.98 feet along land now of formerly of Pearson Cain Properties, LLC, thence, south 57° 15′ 10″ East 2.89 feet along land of the Town of Darien, thence, South 79° 26′ 25″ East 24.53 feet along land of the Town of Darien, thence South 83° 41′ 06″ East 7.18 feet along land of the Town of Darien, thence South 78° 30′ 00″ East 63.40 feet along land now of formerly of Pearson Cain Properties, LLC, thence, South 09° 46′ 50″ West 15.13 feet along land of the Town of Darien, thence North 76° 54′ 30″ West 115.87 feet along land of the Town of Darien, thence North 79° 12′ 29″ West 58.85 feet along land of the Town of Darien, thence North 89° 39′ 43″ West 8.43 feet along land of the Town of Darien, thence South 11° 25′ 20″ West 11.29 feet along Hoyt Street to the point of beginning.

Said Property is also known as RIGHT OF WAY AREA 2,248 SF / 0.0516 AC. On a map entitled RIGHT OF WAY SURVEY DEPICTING RIGHT OF WAY TO BE GRANTED TO PEARSON CAIL PROPERTIES, LLC FROM THE TOWN OF DARIEN, #50 Hoyt Street, Darien, Connecticut, Scale: 1″ = 20′ Date: Jan. 23, 2014 Prepared by Arcamone Land Surveyors, LLC to recorded on the Darien Land Records as Map No. _____.

RIGHT OF WAY SURVEY

DEPICTING RIGHT OF WAY TO BE GRANTED TO

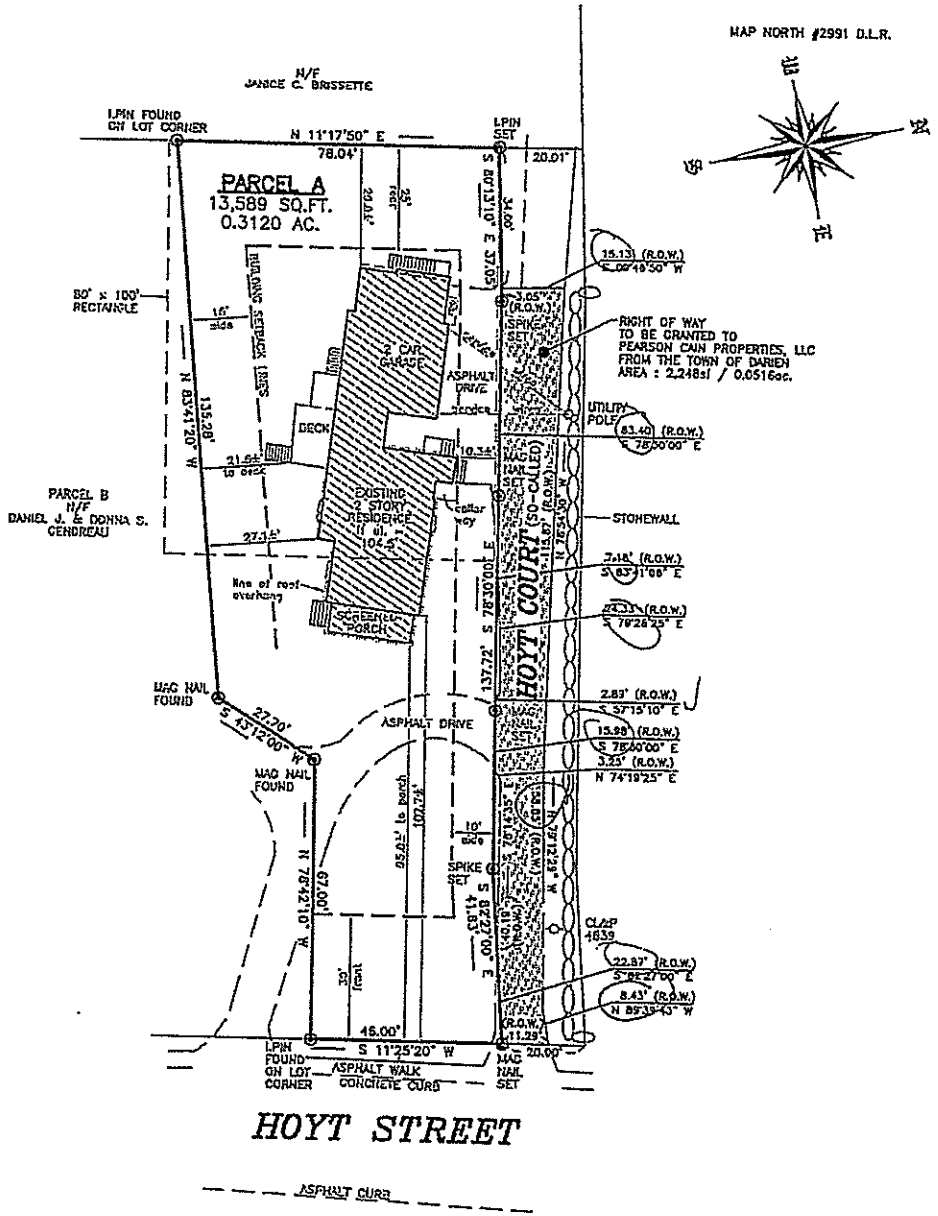
PEARSON CAIN PROPERTIES, LLC from THE TOWN OF DARIEN

#50 HOYT STREET, DARIEN, CONNECTICUT

SCALE: 1" = 20' DATE: JAN. 23, 2014

BY "ARCAMONE LAND SURVEYORS, LLC"

4 TAFT STREET, UNIT A-2B
S. NORWALK, CT. 06854
PHONE : 203-866-2058
FAX : 203-838-1217
www.ArcamoneSurveyors.com



THIS MAP DOES NOT CONSTITUTE EITHER A SUBDIVISION OR A RE SUBDIVISION. UNDER THE TERMS OF SECTION 8-18 OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED.

AVERAGE GRADE AROUND HOUSE = 100.5'

X 102.1 DENOTES EXISTING SPOT ELEVATION – DATUM IS ASSUMED

THIS SURVEY MEETS THE STANDARD OF A CLASS "A-2" SURVEY, "V-2" VERTICAL ACCURACY.

SURVEY TYPE : ZONING LOCATION SURVEY
BOUNDARY DETERMINATION : RESURVEY

THIS SURVEY AND MAP WERE PREPARED IN ACCORDANCE WITH THE "RECOMMENDED STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT", SEC. 20-300b-1 to 20-300b-20. EFFECTIVE: JUNE 21,1996 AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS INC., SEPTEMBER 26, 1996

THE CERTIFICATION SHOWN ABOVE RUNS TO THE PERSON(S) FOR WHOM THE SURVEY WAS PREPARED AND ANY GOVERNMENTAL AGENCY, TITLE INSURANCE CO., OR LENDING INSTITUTION WHOSE NAME APPEARS ABOVE. CERTIFICATION IS NOT TRANSFERABLE & ANY UNAUTHORIZED USE IN WHOLE OR IN PART IS STRICTLY PROHIBITED.

UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS IF ANY, ARE NOT SHOWN.

THIS MAP IS INVALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.

REFERENCES TO THE ABOVE PROPERTY ARE MADE TO MAP(S) No. 2991 D.L.R.

TAX MAP 30 & TAX LOT 23

PROPERTY IS LOCATED IN ZONE : "R-1/3"

DISTANCES SHOWN +/- FROM BUILDINGS TO PROPERTY LINES ARE NOT TO BE USED TO ESTABLISH BOUNDARIES.

"TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON"

_____ CONNECTICUT REG # 15773
WAYNE J. ARCAMONE, LAND SURVEYOR, NORWALK, CONN.

MAP 4

Stearns & Wheler, LLC
ENVIRONMENTAL ENGINEERS & SCIENTISTS
DARIEN, CT.