

**(20-6) RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN
OF DARIEN TO ACCEPT A TEMPORARY EASEMENT
OVER PROPERTY LOCATED AT
187 NOROTON AVENUE, DARIEN, CONNECTICUT**

**Primary – PW
Secondary – PH&S
PZ&H
F&B**

WHEREAS, a state grant has been obtained by the Town for intersection improvements on the Noroton Avenue/West Avenue intersection;

WHEREAS, under the state grant, the Town of Darien pays for the design costs and the grant pays for the right of way acquisition costs and construction costs;

WHEREAS, the purpose of the project is to create additional left turn lanes to reduce queuing and traffic congestion at the Noroton Avenue/West Avenue intersection;

WHEREAS, the intersection of the two Town collector roads has been a longtime congested intersection with long queues;

WHEREAS, the Town recognizes the importance of reducing these problems and make for a safe intersection;

WHEREAS, this project will affect property owners near the intersection as the Town needs easements over certain properties.

WHEREAS, the Town is not acquiring a fee title to the property but a necessary easement;

WHEREAS, the property located at 187 Noroton Avenue is owned by Anthony B. Morro Revocable Trust 2016 and Erika B. Morro Revocable Trust 2016;

WHEREAS, the Town has had discussions and negotiations with the owners of the property in question;

WHEREAS, a settlement has been reached with the owners and said owners will grant a temporary construction and sidewalk easement to the Town;

WHEREAS, this easement is more fully described in the document called Construction and Sidewalk Easement attached hereto and made a part hereof;

WHEREAS, this easement is also shown on the Map prepared by Fuss & O'Neill attached hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED that the Representative Town Meeting of the Town of Darien authorizes the acceptance and approval of said easement.

CONSTRUCTION & SIDEWALK EASEMENT

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

KNOW YE, that the undersigned, ANTHONY C. MORRO and ERIKA B. MORRO, in their capacities as co-trustees of the ANTHONY C. MORRO REVOCABLE TRUST 2016, dated February 19, 2016, and in their capacities as co-trustees of the ERIKA B. MORRO REVOCABLE TRUST 2016, dated February 19, 2016, (hereinafter collectively referred to as the "Grantors"), as the record owner(s) of a certain parcel of land located at and known as 187 Noroton Avenue, Darien, CT 06820, and more particularly described in a certain Quitclaim Deed from Anthony C. Morro and Erika Morro a/k/a Erika B. Morro to the Anthony C. Morro Revocable Trust and Erika B. Morro Revocable Trust 2016, respectively, which Quitclaim Deed was recorded on the Darien Land Records in Volume 1578 at Page 697 (hereinafter the parcel is referred to as the "Subject Property"), for good and valuable consideration received to their full satisfaction of the TOWN OF DARIEN, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as the "Grantee"), does hereby give, grant, bargain, sell and confirm unto the Grantee, its successors and assigns, this certain easement over, under, through and upon the portion of said Subject Property depicted and designated on a certain map entitled, "Easement to be Acquired by the Town of Darien from Anthony & Erika Morro", dated September 30, 2019, prepared by Fuss & O'Neill, P.C., which map is to be filed and recorded in the office of the Town Clerk of the town of Darien as map no. _____ D.L.R., and further described as follows:

A temporary construction easement over the portion of the Subject Property within the area labelled as "Proposed temporary easement to be acquired from Anthony & Erika Morro 97 S.F" on map no. _____ of the Darien Land Records (the "Temporary Easement Area"), together with the privilege and right to enter upon the Temporary Easement Area at all reasonable times and to bring in and use upon said premises such machinery and equipment, to be operated by the Grantee, its agents, employs or servants, as may be proper and necessary, to lay out, construct, alter, repair, maintain and inspect certain proposed sidewalk extensions, driveways, curbs, signage and fencing, and related installation materials, appurtenances and connections, through and within the Temporary Easement Area. The temporary construction easement described under this paragraph will be extinguished by the completion of construction and the removal of all temporary appurtenances, construction machinery, and upon the Grantors' receipt of Grantee's written notice of extinguishment.

The Grantee, its successors and assigns, further covenants and agrees to repair any and all damage to the Subject Property directly attributable to the construction, maintenance or repair of the premises by the Grantee, its duly authorized agents, servants and employees, and to hold harmless the grantors, their heirs and assigns, from any damages or claims resulting from the Grantee's construction, maintenance or repair of or within the Temporary Easement Area.

The Grantors reserve the right to themselves, their heirs, successors and assigns, to use the Subject Property for any lawful purpose and in any lawful manner; provided, however, that no permanent buildings or structures shall be constructed within the Temporary Easement Area,

and the Grantors shall convey no interest, right or easement, nor grant any privilege related to the Temporary Easement Area, nor use or enter upon such area in any way that would adversely affect or impair Grantee's full use and enjoyment of the rights and interests in this easement, or that may in any way injure or damage Grantee's materials, before Grantor's receipt of written notice of extinguishment from the Grantee,

TO HAVE AND TO HOLD, the above-granted temporary easement, with the privileges and appurtenances thereof unto it, which shall run with the land in perpetuity and be binding upon the said Grantor(s) and Grantee, and their respective successors and assigns forever.

This easement has been authorized by the Board of Selectmen of the Town of Darien, pursuant to resolution adopted on the ____ day of February, 2020, and have been authorized by the Representative Town Meeting of the Town of Darien, pursuant to resolution adopted on the ____ day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2020.

WITNESSES:

GRANTOR AUTHORIZED SIGNER(S):

PRINT NAME:

ANTHONY C. MORRO
TITLE:

PRINT NAME:

ERIKA B. MORRO
TITLE:

STATE OF CONNECTICUT)

: ss.: Darien

COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared ANTHONY C. MORRO, in his capacity as the trustee of the ANTHONY C. MORRO REVOCABLE TRUST 2016, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public

My Commission expires _____.

STATE OF CONNECTICUT)

: ss.: Darien

COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared ERIKA B. MORRO, in her capacity as the trustee of the ERIKA B. MORRO REVOCABLE TRUST 2016 known to me (or satisfactorily proven) to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public

My Commission expires _____.

WITNESSES:

TOWN OF DARIEN

PRINT NAME:

By: _____
JAYME STEVENSON
Its First Selectman
Duly Authorized

PRINT NAME:

STATE OF CONNECTICUT)

: ss.: Darien

COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Jayme Stevenson, the First Selectman of the Town of Darien, a Connecticut municipal corporation, and acknowledged that she, as such First Selectman, being authorized so to do, executed the foregoing instrument as her free act and deed, for the purposes therein contained, by signing the name of the Town of Darien by herself as First Selectman.

In witness whereof I hereunto set my hand.

Commissioner of Superior Court
Notary Public
My Commission expires _____.



- TEMPORARY SCHEDULE OF RIGHTS AND EASEMENTS**
- 1. TEMPORARY RIGHT TO GRADE ACQUIRED
 - 2. TEMPORARY RIGHT TO CONSTRUCT SIDEWALK ACQUIRED
 - 3. TEMPORARY RIGHT TO CONSTRUCT DRIVEWAY ACQUIRED
 - 4. TEMPORARY RIGHT TO INSTALL FENCE ACQUIRED
 - 5. TEMPORARY RIGHT TO INSTALL CLUB ACQUIRED
 - 6. TEMPORARY RIGHT TO INSTALL SEDIMENTATION CONTROL SYSTEM ACQUIRED
 - 7. TEMPORARY RIGHT TO REMOVE AND RELOCATE PRIVATE SIGN ACQUIRED
 - 8. TEMPORARY RIGHT TO INSTALL LANDSCAPING ACQUIRED
 - 9. TEMPORARY EASEMENT TO INSTALL AND MAINTAIN TRAFFIC DEVICES AND APPOINTMENTS THEREON ACQUIRED
 - 10. TEMPORARY RIGHT TO INSTALL MAILBOX
 - 11. TEMPORARY RIGHT TO RELOCATE UTILITY POLE OVERWIRE

SURVEY NOTES

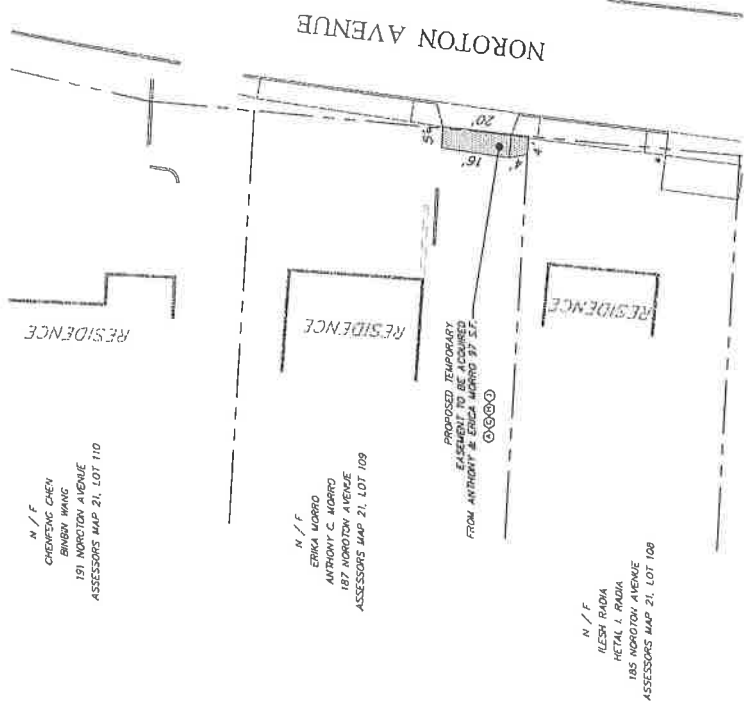
1. THE TYPE OF SURVEY PERFORMED IS A COMPILATION PLAN, AND IS INTENDED TO DEPICT THE POSITION OF THE EASEMENT'S WITH AN ACCURACY CLASS 0.

THIS PLAN WAS DERIVED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT A FIELD SURVEY, AND AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY, AND IS SUBJECT TO SUCH CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP SHOULD NOT BE CONSIDERED AN ORIGINAL DRAWING AND SHOULD BE REPRODUCED WITH CARE. THE EMBOSSED SEAL OR THE DIGITALLY ENCRYPTED ELECTRONIC SIGNATURE & SEAL OF THE LAND SURVEYOR BELOW.

[Signature]

WILLIAM J. NAGLE, JR., L.S. LICENSE # 70269



COMPILATION PLAN
 EASEMENT TO BE ACQUIRED BY THE
 TOWN OF DARLEN FROM
 ANTHONY & ERIKA MORRO
 #187 NOROTON AVENUE
 MAP 21 - LOT 109
 DARLEN, CONNECTICUT

FUSS & O'NEILL
 10 HARTFORD ROAD
 HARTFORD, CONNECTICUT 06111
 www.fussandoneill.com

DATE: _____
 SCALE: _____

NO.	DATE	DESCRIPTION	DESCRIPTION