MINUTES
REPRESENTATIVE TOWN MEETING
APRIL 27, 2020

CALL TO ORDER

A Regular Meeting of the Representative Town Meeting was called to order at 8:08 p.m. by Kate Buch, Town Administrator. The meeting was held on Webinar.

Upon Roll Call, the following members were present:

From District I, there were 15 members present, 1 absent.
From District II, there were 16 members present, 1 absent.
From District III, there were 16 members present, 0 absent.
From District IV, there were 17 members present, 0 ansent.
From District V, there were 17 members present, 0 absent.
From District VI, there were 14 members present, 2 absent.

The absentee from District I was: Haverstick.
The absentee from District II was: Thorne.
The absentees from District VI were: Cantavero, Poli.

The Moderator, Seth Morton, Assumed the Chair.

ACCEPTAMCE OF THE AGENDA

** **THE AGENDA WAS ACCEPTED BY UNIVERSAL CONSENT.**

APPROVAL OF THE MINUTES OF THE JANUARY 27, 2020 MEETING

** **THE MINUTES WERE ACCEPTED BY UNIVERSAL CONSENT.**

ANNOUNCEMENTS

The Moderator said that, unless there were objections, votes would be taken on "no" votes or abstentions, which would make this virtual meeting go faster. There were no objections. In addition, Items 20-2 through 20-9 would be combined in terms of reports, one motion and one vote. There were also no objections.

CONSIDERATION AND ACTION ON ACCEPTANCE OF A TEMPORARY AND PERMANENT EASEMENT OVER PROPERTY LOCATED AT:

20-2 – 173 NOROTON AVENUE
20-3 – 179 NOROTON AVENUE
20-4 180 NOROTON AVENUE
20-5 – 185 NOROTON AVENUE
20-6 – 187 NOROTON AVENUE
20-7 - 1 ALLEN O'NEILL DRIVE
20-8 - 242 WEST AVENUE
20-9 - CONSIDERATION AND ACTION ON ACCEPTANCE OF GRANT FROM THE STATE OF CT FOR CAPITAL IMPROVEMENT AT INTERSECTION OF NOROTON AND WEST AVENUES IN THE AMOUNT OF $1,174,000

** **MONICA MCNALLY, DISTRICT II, CHAIRMAN OF THE PUBLIC WORKS COMMITTEE, MOVED:**

(20-2) RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN OF DARIEN TO ACCEPT A TEMPORARY AND PERMANENT EASEMENT OVER PROPERTY LOCATED AT

173 NOROTON AVENUE, DARIEN, CONNECTICUT

Primary — PW
Secondary - PH&S
PZ&H

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 necessary easements;
WHEREAS, the property located at 173 Noroton Avenue is owned by Noroton Avenue Inc.;
WHEREAS, the Town has had discussions and negotiations with the owner of the property in question;
WHEREAS, a settlement has been reached with the owner and said owner will grant temporary and permanent construction and sidewalk easements to the Town;
WHEREAS, these easements are more fully described in the document called Construction and Sidewalk Easement attached hereto and made a part hereof;
WHEREAS, these easements are 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 easements.

CONSTRUCTION & SIDEWALK EASEMENT

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

KNOW YE, that the undersigned, NOROTON AVENUE, INC., a Connecticut corporation duly registered to conduct business in the state of Connecticut (hereinafter referred to as the "Grantor"), as the record owner(s) of a certain parcel of land located at and known as 173 Noroton Avenue, Darien, CT 06820, and more particularly described in a certain Quitclaim Deed from Noroton Avenue, Inc. to Noroton Avenue, Inc., which Quitclaim Deed was recorded on the Darien Land Records in Volume 728 at Page 453 (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, these two certain easements over, under, through and upon the portion of said Subject Property depicted and designated on a certain map entitled, "Easements to be Acquired by the Towm of Darien from Noroton Avenue Incorporated", 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:

1. A temporary construction easement over the portion of the Subject Property within the area labelled as "Proposed temporary easement to be acquired from Noroton Avenue Inc. 210 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 Grantor's receipt of Grantee's written notice of extinguishment.

2. A full and perpetual easement over the portion of the Subject Property as described in Schedule A (the "Permanent Easement Area") attached hereto and made a part hereof, together with the right to the Grantee, its officers, agents, employees, contractors, subcontractors, successors and assigns, to enter upon the Permanent Easement Area at all reasonable times and to bring in and use upon the Permanent Easement Area such machinery and equipment, to be operated by the agents, employees and servants of the Grantee, its successors and assigns, as may be proper and necessary to effectuate the purposes of the grant of this perpetual easement, and to pass and repass over such areas belonging to Grantor as may be reasonably necessary for the purpose of repairing, inspecting, maintaining, altering, removing or replacing the, driveway and landscaping, and related installation materials, appurtenances and connections, through and within the Permanent Easement Area, in such manner and at such times as the Grantee may determine.

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 and Permanent Easement Area(s).

The Grantor reserves 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 Permanent Easement Area, and the Grantors shall convey no interest, right or easement, nor grant any privilege related to the Permanent 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.

TO HAVE AND TO HOLD, the above-granted temporary and perpetual Easement, privilege and right, 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.

These two certain easements have 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 07ifiÜTown of Darien, pursuant to resolution adopted on the day of March, 2020.

IN WITNESS WHEREOF, 1 have hereunto set my hand and seal thisday of March, 2020.

WITNESSES:

GRANTOR AUTHORIZED SIGNER:

PRINT NAME:

PRINT NAME:

TITLE:

PRINT NAME:

STATE OF CONNECTICUT :ss.: Darien

COUNTY OF FAIRFIELD

On this the day of March, 2020, before me, the undersigned officer, personally appeared 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

By:

_____

JAYME STEVENSON

PRINT NAME:

Its First Selectman
Duly Authorized

_____

PRINT NAME:

STATE OF CONNECTICUT

:ss.: Darien

COUNTY OF FAIRFIELD

On this the day of February, 2020, before me, the undersigned officer, personally appeared Jayme Stevenson, the First Selectman of the Town of Darien, a Comecticut 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

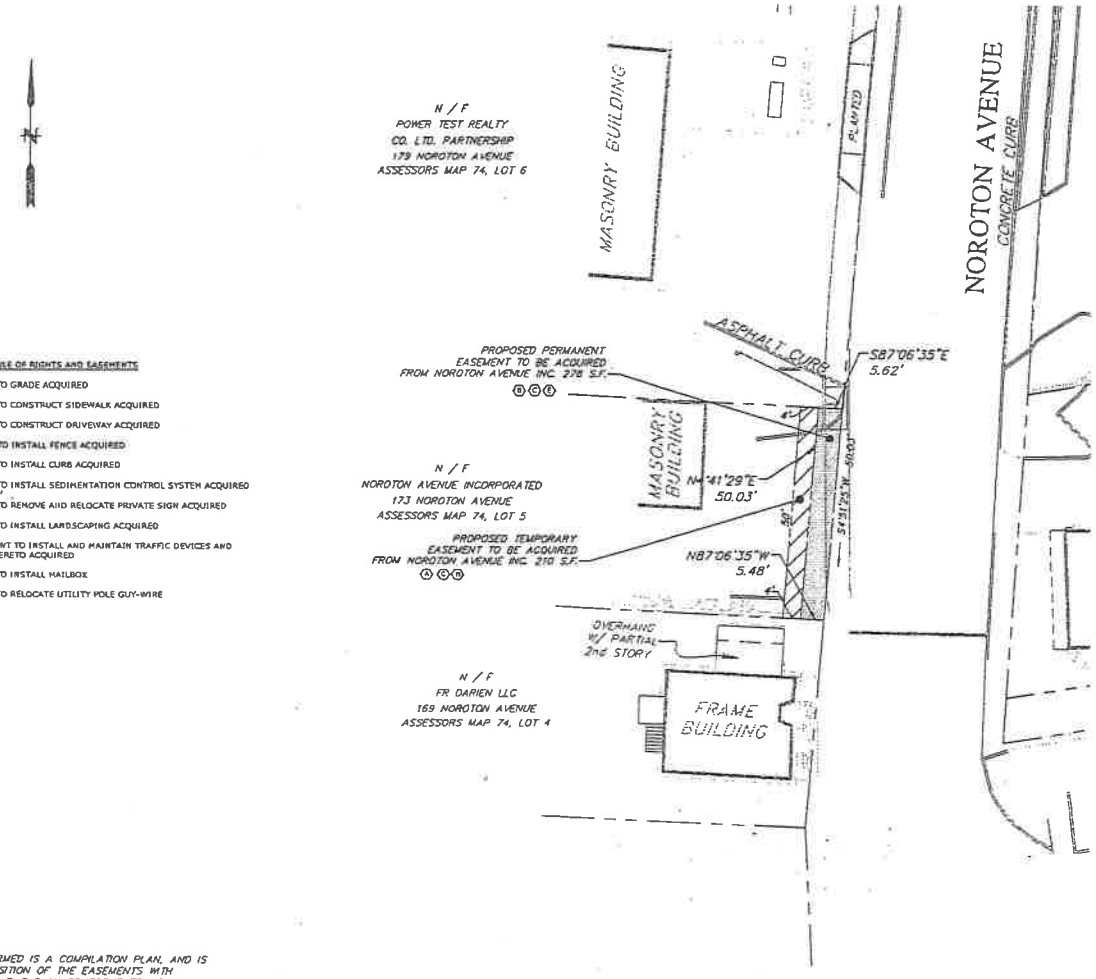
_____.

Schedule A

(Legal description of permanent easement granted to the Town of Darien over the property known as 173 Noroton Avenue, Darien, Connecticut on the day of March, 2020)

The Permanent Easement Area shall encompass all that certain lot or parcel of land, with the buildings and improvements thereon, situated in the town of Darien, Connecticut, within the area labelled as "Proposed permanent easement to be acquired from Noroton Avenue Inc. 278 S.F." on map no. _____ of the Darien Land Records, which is bounded and described as follows:

Commencing at a point on the Northerly boundary line along land now or formerly owned by Noroton Avenue Incorporated, at the intersection with the westerly boundary line of Noroton Avenue, and running thence southerly along the westerly boundary of Noroton Avenue for 50.03 feet, thence running westerly for 5.48 feet along the northerly boundary line of land now or formerly owned by FR Darien, L.L.C., thence running northerly for 50.03 feet along land now or formerly owned by Noroton Avenue Incorporated, and thence running easterly for 5.62 feet along the southerly boundary line of land now or formerly owned by Power Test Realty Co. Ltd. Partnership, to the point or place of beginning.



TEMPORARY SCHEDULE OF RIGHTS AND EASEMENTS

- (A) TEMPORARY RIGHT TO GRADE ACQUIRED
- (B) TEMPORARY RIGHT TO CONSTRUCT SIDEWALK ACQUIRED
- (C) TEMPORARY RIGHT TO CONSTRUCT DRIVEWAY ACQUIRED
- (D) TEMPORARY RIGHT TO INSTALL FENCE ACQUIRED
- (E) TEMPORARY RIGHT TO INSTALL CURB ACQUIRED
- (F) TEMPORARY RIGHT TO INSTALL SEDIMENTATION CONTROL SYSTEM ACQUIRED
- (G) TEMPORARY RIGHT TO REMOVE AND RELOCATE PRIVATE SIGN ACQUIRED
- (H) TEMPORARY RIGHT TO INSTALL LANDSCAPING ACQUIRED
- (I) TEMPORARY EASEMENT TO INSTALL AND MAINTAIN TRAFFIC DEVICES AND APPURTENANCES THERETO ACQUIRED
- (J) TEMPORARY RIGHT TO INSTALL MAILBOX
- (K) TEMPORARY RIGHT TO RELOCATE UTILITY POLE GUY-WIRE

SURVEY NOTE

1. THE TYPE OF SURVEY PERFORMED IS A COMPILATION PLAN, AND IS INTENDED TO DEPICT THE POSITION OF THE EASEMENTS WITH RESPECT TO THE BOUNDARY. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS D.

   THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED 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 SIGNED AND SEALED SURVEY UNLESS IT BEARS THE EMBOSSED SEAL OR THE DIGITALLY ENCRYPTED ELECTRONIC SIGNATURE & SEAL OF THE LAND SURVEYOR BELOW.

STATE OF CONNECTICUT
WILLIAM J. NAGLE, JR.
No. 70269
LICENSED
LAND SURVEYOR

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

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SCALE: HORZ.: 1"=20' VERT.:
DATUM: HORZ.: VERT.:
GRAPHIC SCALE 0 10 20

FUSS & O'NEILL
146 HARTFORD ROAD
MANCHESTER, CONNECTICUT 06040
860.646.2469
www.fuss-o-neill.com

COMPILATION PLAN
EASEMENTS TO BE ACQUIRED BY THE
TOWN OF DARIEN FROM
NOROTON AVENUE INCORPORATED
#173 NOROTON AVENUE
MAP 74 - LOT 5

DARIEN CONNECTICUT

PROJ. No.: 20032486.A30
DATE: 06/30/2016

EX-3

File Path: H:\DWG\P2003\426\A30\Survey\Plan\20034260A30_SRV01.dwg Layout: EX3 Plotted: Fri, February 21, 2020 - 10:58 AM User: wnagle
Plotter: AUTOCAD PDF (GENERAL DOCUMENTATION).PC3 CTB File: FO.STB
MS VIEW LAYER STATE

(20-3) RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN OF DARIEN TO ACCEPT A TEMPORARY AND PERMANENT EASEMENT OVER PROPERTY LOCATED AT 179 NOROTON AVENUE, DARIEN, CONNECTICUT

Primary — PW
Secondary - PH&S
PZ&H

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 or (he 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 necessary easements;

WHEREAS, the property located at 179 Noroton Avenue is owned by Power Test Realty Company Limited Partnership;

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

WHEREAS, a settlement has been reached with the owner and said owner will grant temporary and permanent construction and sidewalk easements to the Town;

WHEREAS, these easements are more fully described in the document called Construction and Sidewalk Easement attached hereto and made a part hereof;

WHEREAS, these easements are 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 easements.

AMENDMENT

CONSTRUCTION & SIDEWALK EASEMENT

("EASEM

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

KNOW YE, that the undersigned, Power Test Realty Company Limited Partnership, a New York limited partnership duly registered to conduct business in the state of Connecticut (hereinafter referred to as the "Grantor"), as the record owner(s) of a certain parcel of land located at and known as 179 Noroton Avenue, Darien, CT 06820, and more particularly described in a certain Special Warranty Decd from Texaco Refining and Marketing, Inc. to Power Test Realty Company Limited Partnership, which Special Warranty Deed was recorded on the Darien Land Records in Volume 507 at Page 498 (hereinafter the parcel is reLT1•ed 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, and confirm unto the Grantee, its successors and assigns, these two certain easements over, under, through and upon the portion of said Subject Property depicted and designated on a certain map entitled, "Easements to be Acquired by the Town of Darien from Power Test Realty Limited Partnership", dated September 30, 2019, prepared by Fuss & O'Neill, P.C. (the "Map"), 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., attached hereto as Exhibit A and made a part hereof, and further described as follows:

1. A temporary construction easement over the portion of the Subject Property within the area labelled as "Proposed temporary easement to be acquired from Power Test Realty Company Limited Partnership 965 S.F." on the Map (the "Temporary Easement Area"), together with the privilege and right to enter upon the Temporary Easement Area, subject to the terms herein, 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 at the earlier to occur of (i) final inspection and approval of the Grantee's construction work by the state Department of Transportation or (ii) August 31, 2021 (collectively, the "Temporary Easement Period"). During the Temporary Easement Period, (i) Grantee shall use commercially reasonable efforts to minimize blocking a driveway or curb-cut, including providing advance notice of any such blocking and blocking only one driveway or curb-cut at a time; (ii) Grantee shall not park or store any equipment on the Subject Property overnight, and (iii) Grantee will not allow any contractors hired by the Grantee to use the Subject Property as a staging or storage area at any time, other than during the time Grantee is conducting any work permitted hereunder. Grantee shall use commercially reasonable efforts to perform the work permitted hereunder

   at the Subject Property between the hours of 7 am and 5 pm. Grantee, and its agents, contractors and employees, must perform all activities permitted hereunder in accordance with all applicable laws and governmental regulations.

2. A full and perpetual easement over the portion of the Subject Property as described in Schedule A (the "Permanent Easement Area") attached hereto and made a part hereof, together with the right to the Grantee, its officers, agents, employees, contractors, subcontractors, successors and assigns, to enter upon the Permanent Easement Area, subject to the terms herein, at all reasonable times and to bring in and use upon the Permanent Easement Area such machinery and equipment, to be operated by the agents, employees and servants of the Grantee, its successors and assigns, as may be proper and necessary to effectuate the purposes of the grant of this perpetual easement, and to pass and repass over the Permanent Easement Area as may be reasonably necessary for the purpose of repairing, inspecting, maintaining, altering, removing or replacing the sidewalk extensions, driveways, curbs and signage, and related installation materials, appurtenances and connections, through and within the Permanent Easement Area, in such manner and at such times as the Grantee may determine, provided, however, that the same be reasonable.

Grantee agrees to perform all work contemplated herein in a commercially reasonable manner and to minimize interference with any business operations conducted on the Property. Grantor will notify the Grantee if the Grantee's work is interfering with Grantor's business operations to allow the parties to work together to minimize such interference. The Grantee, its successors and assigns, at its sole cost and expense, further covenants and agrees to repair restore and/or replace any and all damage to the Subject Property attributable to the construction, maintenance or repair permitted hereunder by the Grantee, its duly authorized agents, servants and employees to the substantially same condition existing on the date hereof, and clean and remove all debris from the Subject Property generated by Grantee, or its agents, contractors, consultants, employees, officers, or any other party acting on behalf of Grantee, and to hold harmless the Grantor, their heirs and assigns and Grantor's affiliates and parent company, and their respective agents, tenants, employees, and successors, from any damages or claims, demands, causes of action, suits, actions, liabilities, losses, costs (including attorney's fees and expenses) liens, or encumbrances, for injury or death of any person, or for loss or damage to property resulting, directly or indirectly, from the Grantee's, its officers, agents, employees, contractors, subcontractors, successors and assigns (i) use of, or any activity on or about or within the Subject Property, including, without limitation, the Temporary Easement Area and Permanent Easement Area, and (ii) any breach of any of the Grantee's covenants or obligations hereunder. Grantee shall maintain all responsibility for any personal injury to Grantee's employees, contractors, subcontractors, consultants, personnel or agents, or others, related to the Grantee's project that is not covered by or subject to Grantor's indemnity in the immediately preceding sentence, unless such personal injury is caused by the actions or omissions of the Grantor, or any of its affiliates, or their agents, tenants, representatives, employees or successors. Grantee shall not suffer or permit the filing of any liens, claims or encumbrances of any kind by any of its agents, contractors or consultants in connection with the Grantee's project. In the event any lien, claim

or encumbrance attaches to the Property in connection with the Project, Grantee will cause it to be discharged of record within ninety (90) days of the date notice of such lien, claim or encumbrance is given to Grantee. Grantee shall use qualified and licensed contractors and other professionals in connection with any and all work permitted hereunder, all of whom shall be covered by insurance, at a cost that shall not be borne by the Grantor, at industry standard levels containing customary types and limits of coverage to protect Grantee and Grantor from all claims under any laws and for damages because of bodily injury and damages to the property which may arise out of or in connection with this Easement. Grantee shall, prior to commencement of any and all work permitted hereunder, provide to Grantor Certificates of Insurance

issued by reputable and economically sound insurance carriers with a rating of A or greater by Moody's or a similar credit agency evidencing the insurance coverage set forth above naming Grantor, its affiliates, designees and assignees as an additional insured. In no event shall Grantee perform (or cause to be performed) hereunder any sampling or testing of soils, waters or other media or any other subsurface or intrusive testing upon the Subject Property, including, without limitation, the Temporary Easement Area and Permanent Easement Area; provided, however, that Grantee and its contractors may conduct geotechnical test borings for purposes related to the work permitted hereunder.

The Grantor reserves the right to themselves, their heirs, successors and assigns, to use the Subject Property for any purpose and in any manner; provided, however, that no permanent buildings or structures shall be constructed within the Permanent Easement Area, and the Grantor shall convey no interest, right or easement, nor grant any privilege related to the Permanent 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. It is expressly understood and agreed to by Grantee that the easements granted hereunder are nonexclusive and are granted subject to all currently existing valid easements, agreements, covenants, restrictions and conditions of record affecting the property or any part thereof. The Grantor agrees that any future easements it may convey over the Easement Area will not interfere with the Grantee's easement granted herein.

TO HAVE AND TO HOLD, the above-granted perpetual Easement, privilege and right, 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.

These two certain easements have been authorized by the Board of Selectmen of the Town of Darien, pursuant to resolution adopted on , 2020.

IN WITNESS WHEREOF, 1 have hereunto set my hand and seal this day of 2020.

_____,

Power Test Realty Company Limited Partnership

By: Getty Properties Corp.

By: _____

Name:

Title:

_____

_____

Schedule A

(Legal description of permanent easement granted to the Town of Darien over the property known as 179 Noroton Avenue, Darien, Connecticut on2020)

_____,

The Permanent Easement Area shall encompass all that certain lot or parcel of land, with the buildings and improvements thereon, situated in the town of Darien, Connecticut, within the area labelled as "Proposed permanent easement to be acquired from Power Test Realty Company Limited Partnership 887 SOF" on Map of the Darien Land Records, which is bounded and described as follows:

Commencing at a point on the southerly boundary line of

West Avenue, so called, at the intersection with the westerly boundary line of Noroton Avenue, and running thence southerly along the westerly boundary of Noroton Avenue for 150 feet, thence westerly for 5.62 feet along the northerly boundary line of land now or formerly owned by Noroton Avenue Incorporated, thence northerly for 138.08 feet along land now or formerly owned by Power Test Realty Company Limited Partnership, thence northerly for 13.80 feet at a radius of 19.00 feet along land now Or formally owned by Power Test Realty Company Limited Partnership, thence easterly along southerly boundary line of West Avenue for 12.58 feet to the point or place of beginning.

STATE OF CONNECTICUT

ss.:Darien

COUNTY OF FAIRFIELD

On this the day of2020, _____, before me, the undersigned officer, personally appeared 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
TOWN OF DARIEN

By

_____ _____

JAYME STEVENSON
Its First Selectman
Duly Authorized

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_____.

(20-4) RESOLUTION OF THE REPRENTATIVE TOWN MEETING OF THE TOWN OF DARIEN TO ACCEPT A TEMPORARY AND PERMANENT EASEMENT OVER PROPERTY LOCATED AT

180 NOROTON AVENUE, DARIEN, CONNECTICUT

Primary — PW
Secondary — PH&S
PZ&H

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 necessary easements;

WHEREAS, the property located at 180 Noroton Avenue is owned by Murree, LLC;

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

WHEREAS, a settlement has been reached with the owner and said owner will grant temporary and permanent construction and sidewalk easements to the Town;

WHEREAS, these easements are more fully described in the document called Construction and Sidewalk Easement attached hereto and made a part hereof;

WHEREAS, these easements are 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 easements.

CONSTRUCTION & SIDEWALK EASEMENT

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

KNOWYE, that the undersigned, MURREE, L.L.C., a Connecticut corporation duly registered to conduct business in the state of Connecticut (hereinafter referred to as the "Grantor"), as the record owner(s) of a certain parcel of land located at and known as 180 Noroton Avenue, Darien, CT 06820, and more particularly described in a certain Warranty Deed from Tamburro Realty, LLC to Murree, LLC, which Warranty Deed was recorded on the Darien Land Records in Volume 1583 at Page 116 (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, these two certain easements over, under, through and upon the portion of said Subject Property depicted and designated on a certain map entitled, "Easements to be Acquired by the Town of Darien from Murree LLC", 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:

1. A temporary construction easement over the portion of the Subject Property labelled as "Proposed temporary easement to be acquired from Murree LLC 912 S.F" as depicted on map no. _____ D.L.R. (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 Grantor's receipt of Grantee's written notice of extinguishment.

2. A full and perpetual easement over the portion of the Subject Property as described in Schedule A (the "Permanent Easement Area") attached hereto and made a part hereof, together with the right to the Grantee, its officers, agents, employees, contractors, subcontractors, successors and assigns, to enter upon the Permanent Easement Area at all reasonable times and to bring in and use upon the Permanent Easement Area such machinery and equipment, to be operated by the agents, employees and servants of the Grantee, its successors and assigns, as may be proper and necessary to effectuate the purposes of the grant of this perpetual easement, and to pass and repass over such areas belonging to Grantors as may be reasonably necessary for the purpose of repairing, inspecting, maintaining, altering, removing or replacing the sidewalk extensions and curbs, and related installation materials, appurtenances and connections, through and within the Permanent Easement Area, in such manner and at such times as the Grantee may determine.

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 and Permanent Easement Area(s).

The Grantor reserves 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 Permanent Easement Area, and the Grantor shall convey no interest, right or easement, nor grant any privilege related to the Permanent 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.

TO HAVE AND TO HOLD, the above-granted temporary and perpetual Easement, privilege and right, 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.

These two certain easements have 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, 1 have hereunto set my hand and seal this day of March, 2020.

WITNESSES:

GRANTOR AUTHORIZED SIGNER:

PRINT NAME:

ISHFAQ QADIR TITLE:

_____

PRINT NAME:

STATE OF CONNECTICUT :ss.: Darien

COUNTY OF FAIRFIELD

On this the day of March, 2020, before me, the undersigned officer, personally appeared , 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

WITNESSES: TOWN OF DARIEN

BY:

_____ _____

PRINT NAME: JAYME STEVENSON
Its First Selectman
Duly Authorized

_____

PRINT NAME:

STATE OF CONNECTICUT

:ss.: Darien

COUNTY OF FAIRFIELD

On this the day of February, 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

_____.

Schedule A

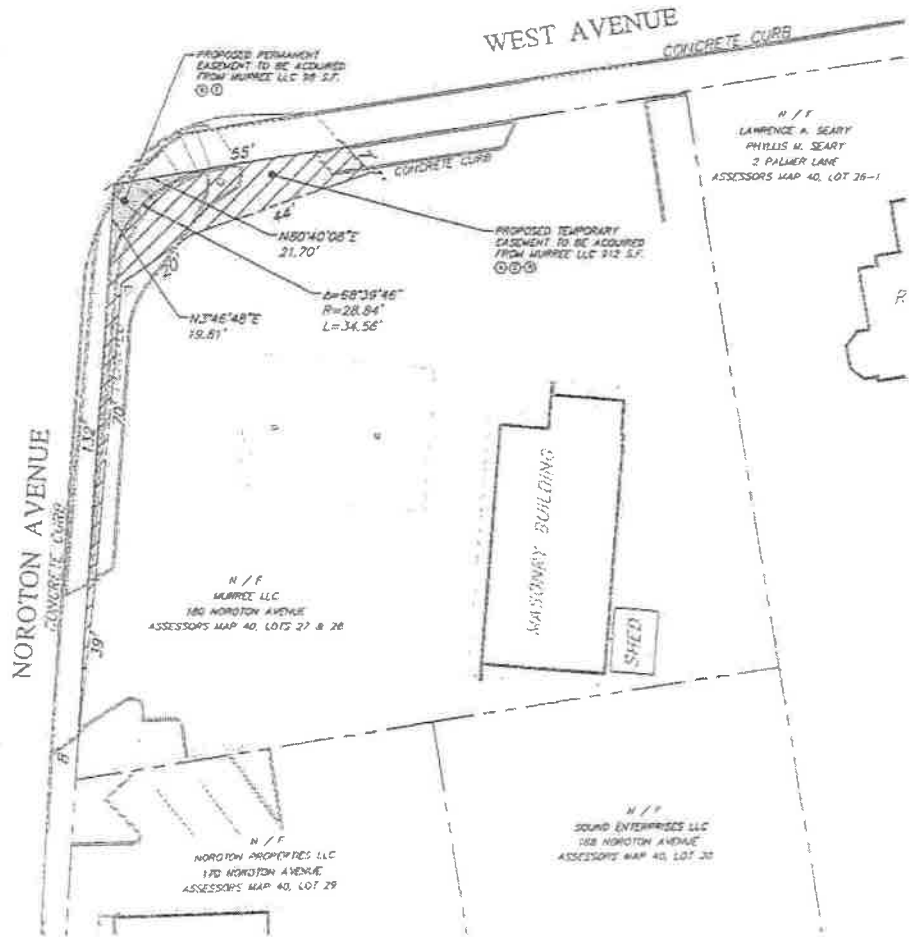
(Legal description of permanent easement granted to the Town of Darien over the property known as 180 Noroton Avenue, Darien, Connecticut on the day of March, 2020)

The Permanent Easement Area shall encompass all that certain lot or parcel of land, with the buildings and improvements thereon, situated in the town of Darien, Connecticut, within the area labelled as "Proposed permanent easement to be acquired from Murree LLC 98 S.F" on Map of the Darien Land Records, which is bounded and described as follows:

Commencing at a point on the southerly boundary line of West Avenue, so called, at the intersection with the easterly boundary line of Noroton Avenue, and running thence southerly along the easterly boundary of Noroton Avenue for 19.81 feet, thence northeasterly for 34.56 feet at a radius of 28.84 feet along land owned by Murree, L.L.C, and thence westerly for 21.70 feet along the southerly boundary line of West Avenue, to the point or place of beginning.

TEMPORARY SCHEDULE OF RIGHTS AND EASEMENTS

- (A) TEMPORARY RIGHT TO GRADE ACQUIRED
- (B) TEMPORARY RIGHT TO CONSTRUCT SIDEWALK ACQUIRED
- (C) TEMPORARY RIGHT TO CONSTRUCT DRIVEWAY ACQUIRED
- (D) TEMPORARY RIGHT TO INSTALL FENCE ACQUIRED
- (E) TEMPORARY RIGHT TO INSTALL CURB ACQUIRED
- (F) TEMPORARY RIGHT TO INSTALL SEDIMENTATION CONTROL SYSTEM ACQUIRED
- (G) TEMPORARY RIGHT TO REMOVE AND RELOCATE PRIVATE SIGN ACQUIRED
- (H) TEMPORARY RIGHT TO INSTALL LANDSCAPING ACQUIRED
- (I) TEMPORARY EASEMENT TO INSTALL AND MAINTAIN TRAFFIC DEVICES AND APPURTENANCES THERETO ACQUIRED
- (J) TEMPORARY RIGHT TO INSTALL MAILBOX
- (K) TEMPORARY RIGHT TO RELOCATE UTILITY POLE (GUY-WIRE)



SURVEY NOTE

1. THE TYPE OF SURVEY PERFORMED IS A COMPILATION PLAN, AND IS INTENDED TO DEPICT THE POSITION OF THE EASEMENTS WITH RESPECT TO THE BOUNDARY. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS D

THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED 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 SIGNED AND SEALED SURVEY UNLESS IT BEARS THE EMBOSSED SEAL OR THE DIGITALLY ENCRYPTED ELECTRONIC SIGNATURE & SEAL OF THE LAND SURVEYOR BELOW.

STATE OF CONNECTICUT · WILLIAM J. NAGLE, JR. · No. 70269 · LICENSED · LAND SURVEYOR

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

NO.	DATE	DESCRIPTION	DRAWN	REVIEWED

SCALE: HORZ. 1"=20' VERT.
DATUM: HORZ. VERT.
GRAPHIC SCALE

FUSS & O'NEILL
146 HARTFORD ROAD
MANCHESTER, CONNECTICUT 06040
www.fuss-oneill.com

COMPILATION PLAN
EASEMENTS TO BE ACQUIRED BY THE
TOWN OF DARIEN FROM
MURREE LLC
#180 NOROTON AVENUE
MAP 40 - LOTS 27 & 28

DARIEN — CONNECTICUT

PROJ. No. 20220142.A01
DATE: 10/20/2016

EX-2

(20-5) RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN OF DARIEN TO ACCEPT A TEMPORARY AND PERMANENT EASEMENT OVER PROPERTY LOCATED AT 185 NOROTON AVENUE, DARIEN, CONNECTICUT

Primary — PW
Secondary — PH&S
PZ&H

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 necessary easements;
WHEREAS, the property located at 185 Noroton Avenue is owned by one Ilesh Radia and Hetal I. Radia;
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 temporary and permanent construction and sidewalk easements to the Town;
WHEREAS, these easements are more fully described in the document called Construction and Sidewalk Easement attached hereto and made a part hereof;
WHEREAS, these easements are 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 easements.

CONSTRUCTION & SIDEWALK EASEMENT

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

KNOW YD, that the undersigned, ILESH RADIA and HETAL 1. RADIA (hereinafter collectively referred to as the "Grantors"), as the record owner(s) of a certain parcel of land located at and known as 185 Noroton Avenue, Darien, CT 06820, and more particularly described in a certain Warranty Deed from Cain Pineda and Heber Gudiel to Ilesh Radia and Hetal I. Radia, which Warranty Deed was recorded on the Darien Land Records in Volume 1344 at Page 334 (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, these two certain easements over, under,

through and upon the portion of said Subject Property depicted and designated on a certain map entitled, "Easements to be Acquired by the Town of Darien from Ilesh and Hetal Radia", 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:

1. A temporary construction easement over the portion of the Subject Property within the area labelled as "Proposed temporary easement to be acquired from Ilesh & Hetal Radia 141 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.

2. A full and perpetual easement over the portion of the Subject Property as described in Schedule A (the "Permanent Easement Area") attached hereto and made a part hereof, together with the right to the Grantee, its officers, agents, employees, contractors, subcontractors, successors and assigns, to enter upon the Permanent Easement Area at all reasonable times and to bring in and use upon the Permanent Easement Area such machinery and equipment, to be operated by the agents, employees and servants of the Grantee, its successors and assigns, as may be proper and necessary to effectuate the purposes of the grant of this perpetual easement, and to pass and repass over such areas belonging to Grantors as may be reasonably necessary for the purpose of repairing, inspecting, maintaining, altering, removing or replacing the sidewalk extensions, and driveways, and related installation materials, appurtenances and connections, through and within the Permanent Easement Area, in such manner and at such times as the Grantee may determine.

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 and Permanent Easement Area(s).

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 Permanent Easement Area, and the Grantors shall convey no interest, right or easement, nor grant any privilege related to the Permanent 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.

TO HAVE AND TO HOLD, the above-granted temporary and perpetual Easement, privilege and right, 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.

These two certain easements have 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, 1 have hereunto set my hand and seal this day of March, 2020.

WITNESSES:

GRANTOR AUTHORIZED SIGNER(S):

_____

PRINT NAME:

_____

ILESH RADIA

_____

PRINT NAME:

_____

PRINT NAME:

_____

HETAL RADIA

_____

PRINT NAME:

STATE OF CONNECTICUT :ss.:Darien

COUNTY OF FAIRFIELD

On this the day of2020, _____, before me, the undersigned officer, personally appeared ILESH RADIA, 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 of2020, _____, before me, the undersigned officer, personally appeared HETAL I. RADIA, 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

By:

_____

_____

PRINT NAME:

JAYME STEVENSON
Its First Selectman
Duly Authorized

_____

PRINT NAME:

STATE OF CONNECTICUT . ss.: Darien

COUNTY OF FAIRFIELD

On this the day of2020, _____, 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

_____.

Schedule A

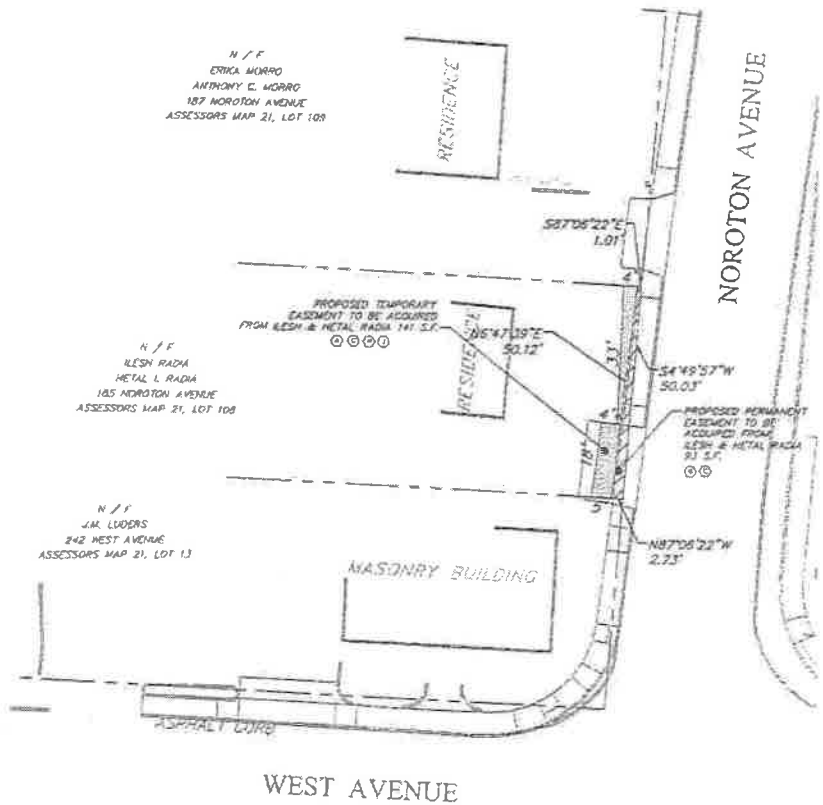
(Legal description of permanent easement granted to the Town of Darien over the property known as 185 Noroton Avenue, Darien, Connecticut on the day of March, 2020).

The Permanent Easement Area shall encompass all that certain lot or parcel of land, with the buildings and improvements thereon, situated in the town of Darien, Connecticut, within the area labelled as "Proposed permanent easement to be acquired from Ilesh & Hetal Radia 93 S.F." on Map of the Darien Land Records, which is bounded and described as follows:

Commencing at a point on the westerly boundary line of Noroton Avenue, so called, at the southerly boundary line along land now or formerly owned by Erika Morro and Anthony C. Morro, and thence running northwesterly for 1.01 feet along the southerly boundary line of land now or formerly owned by Erika Morro and Anthony C. Morro, thence running southeasterly for 50.12 feet along land now or formerly owned by Ilesh Radia and Hetal I. Radia, and thence running easterly for 2.73 feet along the northerly boundary line of land now or formerly owned by J.M. Luders, and thence running northerly for 50.03 feet along the westerly boundary line of Noroton Avenue, to the point or place of beginning.

TEMPORARY SCHEDULE OF RIGHTS AND EASEMENTS

- (A) TEMPORARY RIGHT TO GRADE ACQUIRED
- (B) TEMPORARY RIGHT TO CONSTRUCT SIDEWALK ACQUIRED
- (C) TEMPORARY RIGHT TO CONSTRUCT DRIVEWAY ACQUIRED
- (D) TEMPORARY RIGHT TO INSTALL FENCE ACQUIRED
- (E) TEMPORARY RIGHT TO INSTALL CURB ACQUIRED
- (F) TEMPORARY RIGHT TO INSTALL SEDIMENTATION CONTROL SYSTEM ACQUIRED
- (G) TEMPORARY RIGHT TO REMOVE AND RELOCATE PRIVATE SIGN ACQUIRED
- (H) TEMPORARY RIGHT TO INSTALL LANDSCAPING ACQUIRED
- (I) TEMPORARY EASEMENT TO INSTALL AND MAINTAIN TRAFFIC DEVICES AND APPURTENANCES THERETO ACQUIRED
- (J) TEMPORARY RIGHT TO INSTALL MAILBOX
- (K) TEMPORARY RIGHT TO RELOCATE UTILITY POLE GUY-WIRE



SURVEY NOTE

1. THE TYPE OF SURVEY PERFORMED IS A COMPILATION PLAN, AND IS INTENDED TO DEPICT THE POSITION OF THE EASEMENTS WITH RESPECT TO THE BOUNDARY. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS D.

   THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH, OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED 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, SIGNED AND SEALED SURVEY UNLESS IT BEARS THE EMBOSSED SEAL OF THE DIGITALLY ENCRYPTED ELECTRONIC SIGNATURE & SEAL OF THE LAND SURVEYOR BELOW.

STATE OF CONNECTICUT
WILLIAM J. NAGLE, JR.
LICENSE NO. 70269
LICENSED LAND SURVEYOR

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

NO.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SCALE
HORZ. 1"=20'
VERT.
DATUM
HORZ.
VERT.
0 10 20
GRAPHIC SCALE

FUSS & O'NEILL
146 HARTFORD ROAD
MANCHESTER, CONNECTICUT 06040
860-646-2469
www.fuss-oneill.com

COMPILATION PLAN
EASEMENTS TO BE ACQUIRED BY THE
TOWN OF DARIEN FROM
ILESH & HETAL RADIA
#185 NOROTON AVENUE
MAP 21 - LOT 108

DARIEN CONNECTICUT

916BUM
WVBS:01-002R
CTB File: FD & TB
Plotted by: Nagle, William J. Jr. Date: 11/20/2020 Time: 11:17:06 AM

(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

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, 1 have hereunto set my hand and seal this day of 2020.

_____,

WITNESSES:

_____

PRINT NAME:

_____

PRINT NAME:

GRANTOR AUTHORIZED SIGNER(S):

_____

ANTHONY C. MORRO
TITLE:

_____

ERIKA B. MORRO TITLE:

STATE OF CONNECTICUT :ss.:Darien

COUNTY OF FAIRFIELD

On this the day of2020, _____, 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 _____, of2020, 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

_____

By:

PRINT NAME:

_____

JAYME STEVENSON
Its First Selectman
Duly Authorized

_____

PRINT NAME:

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD ss.: Darien

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.

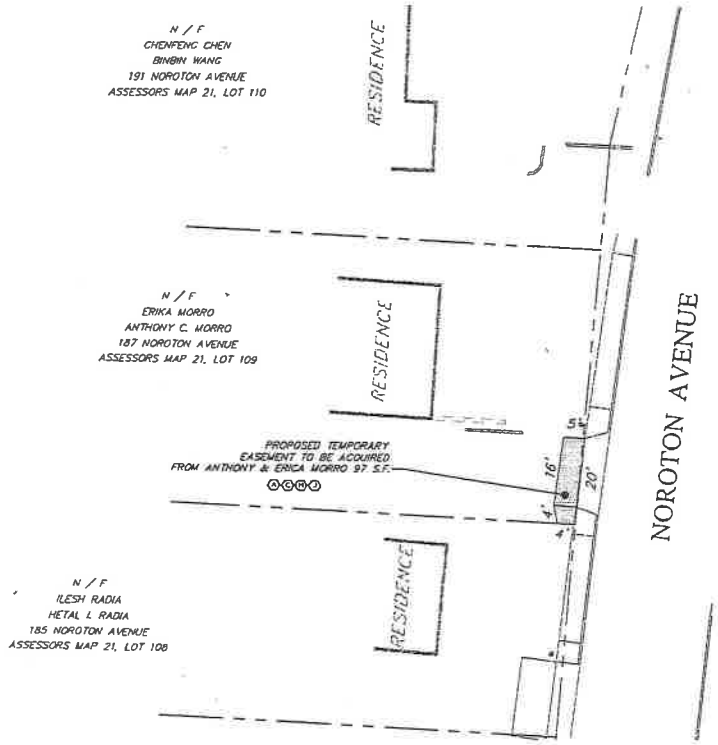
_____

Commissioner of Superior Court

Notary Public

My Commission expires

_____.



TEMPORARY SCHEDULE OF RIGHTS AND EASEMENTS

- (A) TEMPORARY RIGHT TO GRADE ACQUIRED
- (B) TEMPORARY RIGHT TO CONSTRUCT SIDEWALK ACQUIRED
- (C) TEMPORARY RIGHT TO CONSTRUCT DRIVEWAY ACQUIRED
- (D) TEMPORARY RIGHT TO INSTALL FENCE ACQUIRED
- (E) TEMPORARY RIGHT TO INSTALL CURB ACQUIRED
- (F) TEMPORARY RIGHT TO INSTALL SEDIMENTATION CONTROL SYSTEM ACQUIRED
- (G) TEMPORARY RIGHT TO REMOVE AND RELOCATE PRIVATE SIGN ACQUIRED
- (H) TEMPORARY RIGHT TO INSTALL LANDSCAPING ACQUIRED
- (I) TEMPORARY EASEMENT TO INSTALL AND MAINTAIN TRAFFIC DEVICES AND APPURTENANCES THERETO ACQUIRED
- (J) TEMPORARY RIGHT TO INSTALL MAILBOX
- (K) TEMPORARY RIGHT TO RELOCATE UTILITY POLE GUY-WIRE

SURVEY NOTE

1. THE TYPE OF SURVEY PERFORMED IS A COMPILATION PLAN, AND IS INTENDED TO DEPICT THE POSITION OF THE EASEMENTS WITH RESPECT TO THE BOUNDARY. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS D.

   THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED 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 SIGNED AND SEALED SURVEY UNLESS IT BEARS THE EMBOSSED SEAL OR THE DIGITALLY ENCRYPTED ELECTRONIC SIGNATURE & SEAL OF THE LAND SURVEYOR BELOW.

STATE OF CONNECTICUT
WILLIAM J. NAGLE, JR.
No. 70269
LICENSED
LAND SURVEYOR

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

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SCALE:
HORZ.: 1"=20'
VERT.:
DATUM:
HORZ.:
VERT.:
0 10 20
GRAPHIC SCALE

FUSS & O'NEILL
146 HARTFORD ROAD
MANCHESTER, CONNECTICUT 06040
(860) 646-2469
www.fuss-o'neill.com

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

DARIEN CONNECTICUT

PROJ. No.: 20032426.A30
DATE: 09/30/2019

EX-5

File Path: H:\DWG\P20032426\A30\Survey\Plan\20032426A30_SRV01.dwg Layout: EX5 Plotted: Fri, February 21, 2020 - 10:58 AM User: wnagle
Plotter: AUTOCAD PDF (GENERAL DOCUMENTATION).PC3 CTB File: FO.STB
LAYER STATE
LTS VIEW

(20-7) RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN OF DARIEN TO ACCEPT A TEMPORARY AND PERMANENT EASEMENT OVER PROPERTY LOCATED AT 1 ALLEN O'NEILL DRIVE, DARIEN, CONNECTICUT

Primary — PW
Secondary — PH&S
PZ&H

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 necessary easements;
WHEREAS, the property located at 1 Allen O'Neill Drive, is owned by the Housing Authority of Darien;
WHEREAS, the Town has had discussions and negotiations with the owner of the property in question;
WHEREAS, a settlement has been reached with the owner and said owner will grant temporary and permanent construction and sidewalk easements to the Town;
WHEREAS, these easements are more fully described in the document called Construction and Sidewalk Easement attached hereto and made a part hereof;

WHEREAS, these easements are 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 easements.

CONSTRUCTION & SIDEWALK EASEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, that the undersigned, the HOUSING AUTHORITY OF THE TOWN OF DARIEN, a body corporate and politic, acting in and for itself and any of its departments (hereinafter referred to as the "Grantor"), as the record owner(s) of a certain parcel of land located at and known as I Allen O'Neill Drive, Darien, CT 06820, and more particularly described in a certain Quitclaim Deed from the Town of Darien to the Housing Authority of the Town of Darien, which Quitclaim Deed was recorded on the Darien Land Records in Volume 1451 at Page 454 (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, these two certain easements over, under, through and upon the portion of said Subject Property depicted and designated on a certain map entitled, "Easements to be Acquired by the Town of Darien from The Housing Authority of Darien", dated September 30, 201 9, 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:

1. A temporary construction easement over the portion of the Subject Property within the area labelled as "Proposed temporary easement to be acquired from The Housing Authority of Darien 3056 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 Grantor's receipt of Grantee's written notice of extinguishment.
2. A full and perpetual easement over the portion of the Subject Property as described in Schedule A (the "Permanent Easement Area") attached hereto and made a part hereof, together with the right to the Grantee, its officers, agents, employees, contractors, subcontractors, successors and assigns, to enter upon the Permanent Easement Area at all reasonable times and to bring in and use upon the Permanent Easement Area such machinery and equipment, to be operated by the agents, employees and servants of the Grantee, its successors and assigns, as may be proper and necessary to effectuate the purposes of the grant of this perpetual easement, and to pass and repass over such areas belonging to Grantors as may be reasonably necessary for the purpose of repairing, inspecting, maintaining, altering, removing or replacing the utility pole guy wire, and related installation materials, appurtenances and connections, through and within the Permanent Easement Area, in such manner and at such times as the Grantee may determine.

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 and Permanent Easement Area(s).

The Grantor reserves the right to itself, its 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 Permanent Easement Area, and the Grantor shall convey no interest, right or easement, nor grant any privilege related to the Permanent 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.

TO HAVE AND TO HOLD, the above-granted temporary and perpetual Easement, privilege and right, 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.

These two certain easements have 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, 1 have hereunto set my hand and seal this day of March, 2020.

WITNESSES:

_____

PRINT NAME:

GRANTOR AUTHORIZED SIGNER:

_____

JOSEPH WARREN,

Chairman of the Housing Authority

of the Town of Darien

_____

PRINT NAME:

STATE OF CONNECTICUT

:SS. : Darien

COUNTY OF FAIRFIELD

On this the day of March, 2020, before me, the undersigned officer, personally appeared Joseph Warren, Chairman of the Housing Authority of the Town of Darien, a body corporate and politic, and acknowledged that he, as such Chairman, being authorized so to do, executed the foregoing instrument as his free act and deed, 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

BY:

_____

PRINT NAME:

_____

JAYME STEVENSON
Its First Selectman
Duly Authorized

_____

PRINT NAME.

STATE OF CONNECTICUT :ss.: Darien

COUNTY OF FAIRFIELD

On this the day of February, 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

_____.

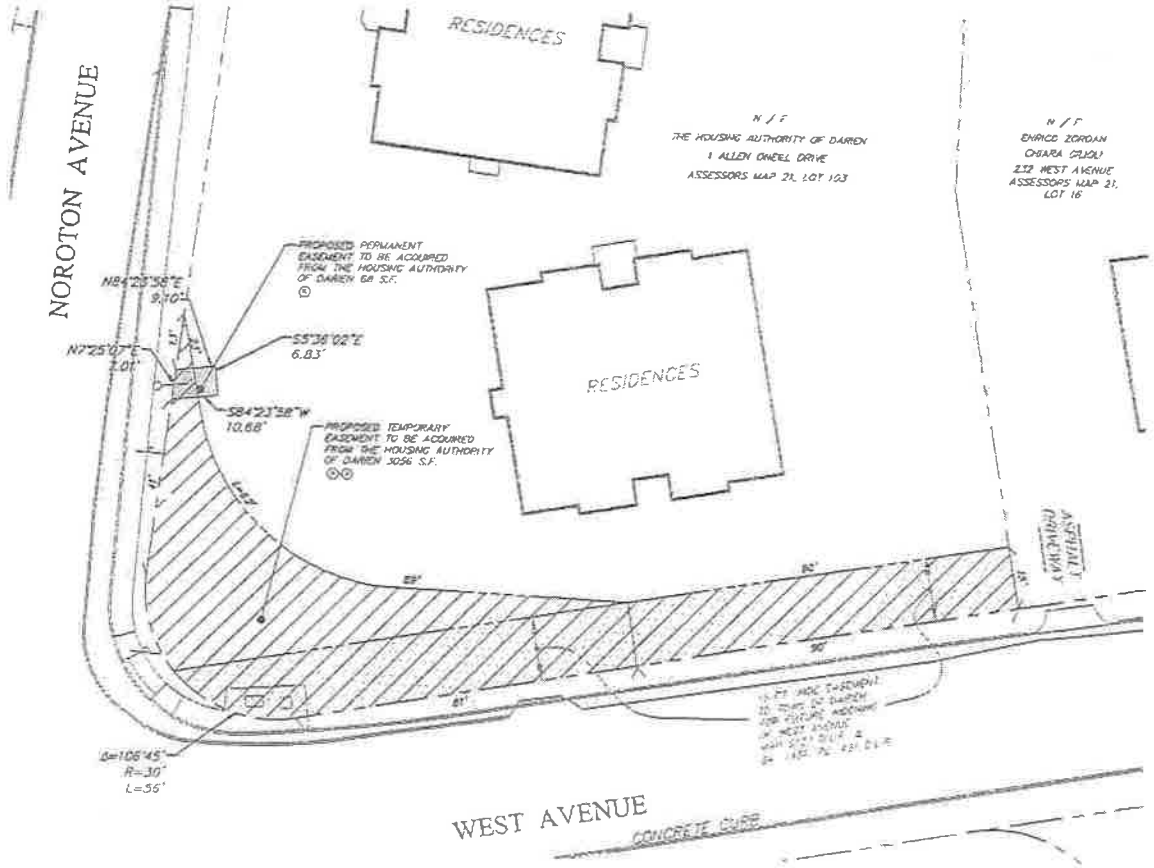
Schedule

(Legal description of permanent easement granted to the Town of Darien over the property known as I Allen O'Neill Drive, Darien, CT 06820, on the day of March, 2020).

The Permanent Easement Area shall encompass all that certain lot or parcel of land, with the buildings and improvements thereon, situated in the town of Darien, Connecticut, within the area labelled as "Proposed permanent easement to be acquired from The Housing Authority of Darien 68 S.F" on Map of the Darien Land Records, which is bounded and described as follows:

Commencing at a point on the easterly boundary line of Noroton Avenue, so called, at 48.01 feet north of 30 ^{0} radius point of curvature, thence running southerly for 7.01 feet along the easterly boundary line of Noroton Avenue, thence running easterly for 10.68

fret along land now or formerly owned by the Housing Authority of the Town of Darien, thence running northerly for 6.83 feet land now or formerly owned by the Housing Authority of the Town of Darien, thence running westerly for 9.10 feet along land now or formerly owned by the Housing Authority of the Town of Darien, to the point or place of beginning.



TEMPORARY SCHEDULE OF RIGHTS AND EASEMENTS

- (A) TEMPORARY RIGHT TO GRADE ACQUIRED
- (B) TEMPORARY RIGHT TO CONSTRUCT SIDEWALK ACQUIRED
- (C) TEMPORARY RIGHT TO CONSTRUCT DRIVEWAY ACQUIRED
- (D) TEMPORARY RIGHT TO INSTALL FENCE ACQUIRED
- (E) TEMPORARY RIGHT TO INSTALL GUYS ACQUIRED
- (F) TEMPORARY RIGHT TO INSTALL SEDIMENTATION CONTROL SYSTEM ACQUIRED
- (G) TEMPORARY RIGHT TO REMOVE AND RELOCATE PRIVATE SIGN ACQUIRED
- (H) TEMPORARY RIGHT TO INSTALL LANDSCAPING ACQUIRED
- (I) TEMPORARY EASEMENT TO INSTALL AND MAINTAIN TRAFFIC DEVICES AND APPURTENANCES THERETO ACQUIRED
- (J) TEMPORARY RIGHT TO INSTALL MAILBOX
- (K) TEMPORARY RIGHT TO RELOCATE UTILITY POLE GUY WIRE

SURVEY NOTE

1. THE TYPE OF SURVEY PERFORMED IS A COMPILATION PLAN, AND IS INTENDED TO DEPICT THE POSITION OF THE EASEMENTS WITH RESPECT TO THE BOUNDARY. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS B.

   THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED 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 SIGNED AND SEALED SURVEY UNLESS IT BEARS THE EMBOSSED SEAL OR THE DIGITALLY ENCRYPTED ELECTRONIC SIGNATURE & SEAL OF THE LAND SURVEYOR BELOW

STATE OF CONNECTICUT
WILLIAM J. NAGLE, JR.
No. 70269
LICENSED
LAND SURVEYOR

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

NO.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SCALE
HORIZ: 1"=50'
VERT:
DATUM
HORIZ:
VERT:
GRAPHIC SCALE

FUSS & O'NEILL
146 HARTFORD ROAD
GLASTONBURY, CONNECTICUT 06033
860-240-3689
www.fuss-oneill.com

DARIEN

COMPILATION PLAN
EASEMENTS TO BE ACQUIRED BY THE
TOWN OF DARIEN FROM THE
HOUSING AUTHORITY OF DARIEN
#1 ALLEN ONEILL DRIVE
MAP 21 - LOT 103

CONNECTICUT

WRGL1 No. 20010-0120
DATE: 09/00/19

EX-1

File Path: H:\DWG\P2003\429A30\Survey\Plan\20034 29A30_SRV01.dwg Layout: EX1 (Plotted: Fri, February 21, 2020 - 10:58 AM User: wrangle
Plotter: AUTOCAD PDF (GENERAL DOCUMENTATION).PC3 CTB File: FO.CTB

(20-8) RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN OF DARIEN TO ACCEPT A TEMPORARY AND PERMANENT EASEMENT OVER PROPERTY LOCATED AT

242 WEST AVENUE, DARIEN, CONNECTICUT

Primary — PW

Secondary — PH&S

PZ&H

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 necessary easements;
WHEREAS, the property located at 242 West Avenue is owned by J. M. Luders 2019 Revocable Trust and Carol I. Luders 2019 Revocable Trust;
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 temporary and permanent construction and sidewalk easements to the Town;
WHEREAS, these easements are more fully described in the document called Construction and Sidewalk Easement attached hereto and made a part hereof;
WHEREAS, these easements are 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 easements.

CONSTRUCTION & SIDEWALK EASEMENT

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

KNOW YE, that the undersigned, JOHN M. LUDERS his capacity as trustee of the JOHN M. LUDERS 2019 REVOCABLE TRUST, dated March 8, 2019, and CAROL 1. LUDERS in her capacity as trustee of the 2019 CAROL 1. LUDERS REVOCABLE TRUST, dated March 8, 2019, (hereinafter collectively referred to as the "Grantors"), as the record owner(s) of a certain parcel of land located at and known as 242 West Avenue, Darien, CT 06820, and more particularly described in a certain Quitclaim Deed from John M. Luders and Carol I. Luders to the John M. Luders 2019 Revocable Trust and Carol I. Luders 2019 Revocable

Trust, respectively, which Quitclaim Deed was recorded on the Darien Land Records in Volume 1652 at Page 664 (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, these three certain easements over, under, through and upon the portion of said Subject Property depicted and designated on a certain map entitled, "Easements to be Acquired by the Town of Darien from J.M. Luders", 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:

1. A temporary construction easement over the portions of the Subject Property within the area labelled as "Proposed temporary easement to be acquired from J.M. Luders 205 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.

2. A full and perpetual easement over the portion of the Subject Property as described in Schedule A (the "Permanent Easement Area") attached hereto and made a part hereof, together with the right to the Grantee, its officers, agents, employees, contractors, subcontractors, successors and assigns, to enter upon the Permanent Easement Area at all reasonable times and to bring in and use upon the Permanent Easement Area such machinery and equipment, to be operated by the agents, employees and servants of the Grantee, its successors and assigns, as may be proper and necessary to effectuate the purposes of the grant of this perpetual easement, and to pass

   and repass over such areas belonging to Grantors as may be reasonably necessary for the purpose of repairing, inspecting, maintaining, altering, removing or replacing the sidewalk extensions and curbs, and related installation materials, appurtenances and connections, through and within the Permanent Easement Area, in such manner and at such times as the Grantee may determine.

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 and Permanent Easement Area(s).

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 Permanent Easement Area, and the Grantors shall convey no interest, right or easement, nor grant any privilege related to the Permanent 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.

TO HAVE AND TO HOLD, the above-granted temporary and perpetual Easement, privilege and right, 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.

These two certain easements have 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, 1 have hereunto set my hand and seal this day of March, 2020.

WITNESSES:

GRANTOR AUTHORIZED SIGNATOR(S):

_____

PRINT NAME:

_____

JOHN M. LUDERS

_____

PRINT NAME:

_____

PRINT NAME:

_____

CAROL 1. LUDERS

_____

PRINT NAME,

STATE OF CONNECTICUT :ss.:Darien

COUNTY OF FAIRFIELD

On this the day of March, 2020, before me, the undersigned officer, personally appeared JOHN M. LUDERS, in his capacity as TRUSTEE of the JOHN M. LUDERS 2019 REVOCABLE TRUST, 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 March, 2020, before me, the undersigned officer, personally appeared CAROL 1. LUDERS, in her capacity as TRUSTEE OF THE CAROL 1. LUDERS 2019 REVOCABLE TRUST, 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

By:

_____

JAYME STEVENSON PRINT

NAME:

Its First Selectman
Duly Authorized

_____

PRINT NAME:

STATE OF CONNECTICUT

:ss.: Darien

COUNTY OF FAIRFIELD

On this the day of March, 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

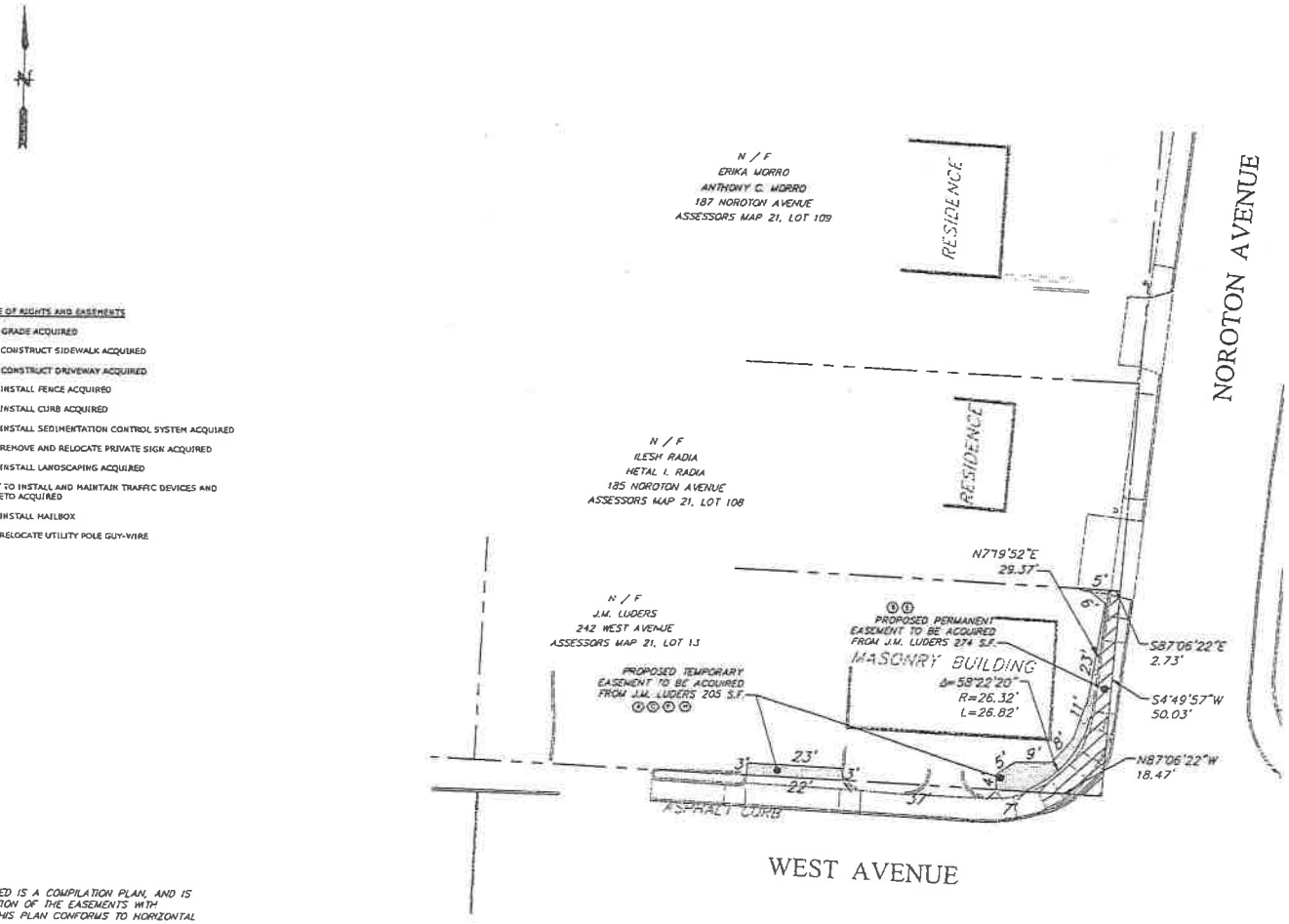
_____.

Schedule A

(Legal description of permanent easement granted to the Town of Darien over the property known as 242 West Avenue, Darien, Connecticut on the day of March, 2020)

The Permanent Easement Area shall encompass all that certain lot or parcel of land, with the buildings and improvements thereon, situated in the town of Darien, Connecticut, within the area labelled as "Proposed permanent easement to be acquired from J.M. Luders 274 S.F" on map no. of the Darien Land Records, which is bounded and described as follows:

Commencing at a point on the westerly boundary line of Noroton Avenue, so called, at the southerly boundary line along land now or formerly owned by Ilesh Radia and Hetal I. Radia, and thence running westerly for 2.73 feet along the southerly boundary line of land now or formerly owned by Ilesh Radia and Hetal I. Radia, thence southerly for 29.37 feet along land now or formerly owned by J.M. Luders, thence running southwesterly for 26.82 feet at a radius of 26.32 feet along land now or fonnerly owned by J.M. Luders, thence running easterly for 18.47 feet along West Avenue, and thence running northerly for 50.03 feet along Noroton Avenue, to the point or place of beginning.



TEMPORARY SCHEDULE OF RIGHTS AND EASEMENTS

- (A) TEMPORARY RIGHT TO GRADE ACQUIRED
- (B) TEMPORARY RIGHT TO CONSTRUCT SIDEWALK ACQUIRED
- (C) TEMPORARY RIGHT TO CONSTRUCT DRIVEWAY ACQUIRED
- (D) TEMPORARY RIGHT TO INSTALL FENCE ACQUIRED
- (E) TEMPORARY RIGHT TO INSTALL CURB ACQUIRED
- (F) TEMPORARY RIGHT TO INSTALL SEDIMENTATION CONTROL SYSTEM ACQUIRED
- (G) TEMPORARY RIGHT TO REMOVE AND RELOCATE PRIVATE SIGN ACQUIRED
- (H) TEMPORARY RIGHT TO INSTALL LANDSCAPING ACQUIRED
- (I) TEMPORARY EASEMENT TO INSTALL AND MAINTAIN TRAFFIC DEVICES AND APPURTENANCES THERETO ACQUIRED
- (J) TEMPORARY RIGHT TO INSTALL MAILBOX
- (K) TEMPORARY RIGHT TO RELOCATE UTILITY POLE GUY-WIRE

SURVEY NOTE

1. THE TYPE OF SURVEY PERFORMED IS A COMPILATION PLAN, AND IS INTENDED TO DEPICT THE POSITION OF THE EASEMENTS WITH RESPECT TO THE BOUNDARY. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS D.

   THIS PLAN WAS COMPILED FROM OTHER MAPS, RECORD RESEARCH OR OTHER SOURCES OF INFORMATION. IT IS NOT TO BE CONSTRUED 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 SIGNED AND SEALED SURVEY UNLESS IT BEARS THE EMBOSSED SEAL OR THE DIGITALLY ENCRYPTED ELECTRONIC SIGNATURE & SEAL OF THE LAND SURVEYOR BELOW.

STATE OF CONNECTICUT
WILLIAM J. NAGLE, JR.
No. 70269
LICENSED
LAND SURVEYOR

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

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SCALE: HORZ.: 1"=20' VERT.:
DATUM: HORZ. VERT.:
GRAPHIC SCALE

FUSS & O'NEILL
146 HARTFORD ROAD
MANCHESTER, CONNECTICUT 06040
860.646.2469
www.fuss-oneill.com

COMPILATION PLAN
EASEMENTS TO BE ACQUIRED BY
THE TOWN OF DARIEN FROM
J.M. LUDERS
#242 WEST AVENUE
MAP 21 - LOT 13

DARIEN CONNECTICUT

PROJ. No.: 20032[illegible]
DATE: 09/30/2019

EX-7

File Path: H:\DWG\P2003\42\A30\Survey\Plan\20034280A30_SRV01.dwg Layout: EX7 Plotted: Fri, February 21, 2020 - 10:56 AM User: wnagle
Plotter: AUTOCAD PDF (GENERAL DOCUMENTATION).PC3 CTB File: FO.STB

(20-9) RESOLUTIO OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN OF DARIEN ACCEPTING A SPECIAL GRANT FROM THE STATE OF CONNECTICUT AND APPROPRIATING ONE MILLION ONE HUNDRED SEVENTY FOUR THOUSAND DOLLARS (**$1,174,000.00**) FOR A LOCAL TRANSPORATION CAPITAL IMPROVEMENT PROGRAM FOR THE INTERSECTION OF NOROTON AVENUE AND WEST AVENUE

Primary — Public Works
Secondary — PH&S
PZ&H

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, the Board of Selectmen approved the acceptance of this grant and the appropriation of these monies.

NOW THEREFORE BE IT RESOLVED, that the Representative Town Meeting of the Town of Darien hereby accepts said grant and authorizes an appropriation of One Million One Hundred Seventy Four Thousand Dollars ($1, 174,000.00) for the Noroton Avenue and West Avenue improvement project.

** **THE MOTION WAS SECONDED FROM THE FLOOR.**

James Patrick, District V, Chairman of the Public Health & Safety Committee, read the Committee report (attached).

Amy Barsanti, District I, Chairman of the PZ&H Committee, read the Committee report (attached).

Jack Davis, District III, Chairman of the Finance & Budget Committee, read the Committee report (attached).

** **ITEMS 20-2 THROUGH 20-9 CARRIED UNANIMOUSLY.**

20-10

CONSIDERATION AND ACTION ON THE ACCEPTANCE OF A GIFT TO THE DARIEN POLICE DEPARTMENE FROM THE DARIEN FOUNDATION IN THE AMOUNT OF $109,091

** **JAMES PATRICK, DISTRICT V, CHAIRMAN OF THE PUBLIC HEALTH & SAFETY COMMITTEE, MOVED:**

WHEREAS, pursuant to Section 2-33 of the Codified Ordinances of the Town of Darien, the Board of Selectmen is empowered on behalf of the Town of Darien to accept gifts provided that the gifts do not have a value in excess of Ten Thousand Dollars ($ 10,000.00); and

WHEREAS, pursuant to Section 2-33 of the Code of the Town of Darien, said gifts in excess of Ten Thousand and 00/100 Dollars ($10,000.00) may be accepted with action by the Representative Town Meeting of the Town of Darien; and

WHEREAS, the current live fire judgment training simulator used by the Darien Police Department is no longer supported and is outdated; and

WHEREAS, the Darien Police Department Accident Investigation Team would benefit from a laser scanner to map motor vehicle accidents as well as to map all school and public facilities to provide training for critical incident response; and
WHEREAS, the value of the two training systems has been determined to be One Hundred Nine Thousand Ninety One Dollars ($109,091); and

WHEREAS, the Darien Foundation wishes to donate these training systems to the Darien Police Department; and

WHEREAS, the Representative Town Meeting wishes to accept this gift of training systems to support the continued high level of training for our police force;

Now, THEREFORE BE IT RESOLVED that the Representative Town Meeting of the Town of Darien hereby accepts with thanks a gift to the Town of Darien Police Department valued at One Hundred Nine Thousand Ninety One Dollars ($ 109,091) from the Darien Foundation.

** **THE MOTION WAS SECONDED FROM THE FLOOR.**

James Patrick, District V, Chairman of the Public Health & Safety Committee, read the Committee report (attached).

Jack Davis, District III, Chairman of the Finance & Budget Committee, read the Committee report (attached).

** **ITEM 20-10 CARRIED UNANIMOUSLY.**

20-11

EMPOWERMENT OF THE DARIEN BOARD OF FINANCE TO APPROVE THE BUDGET OF THE TOWN OF DARIEN

** **THE MODERATOR SAID THAT, WITHOUT OBJECTION, THERE WOULD BE UNANIMOUS CONSENT TO TAKE NO ACTION.**

Jay Hardison, District IV, said he was opposed to unanimous consent because it needs to be discussed. The Moderator said it was a moot point; this item was clarified by the Governor. Mr. Hardison said that Town Counsel did not represent Darien's interests in this matter. They need to discuss getting another counsel for the RTM. The Moderator said this was out of order. It is an item that is no longer relevant; there is nothing to vote on. Further discussion would have to take place in a different venue. They will move on.

20-12

CONSIDERATION AND ACTION ON GIFT TO CHANNEL 79 FROM THE DARIEN FOUNDATION IN THE AMOUNT OF $50,708

** **JACK DAVIS, DISTRICT III, CHAIRMAN OF THE FINANCE & BUDGET COMMITTEE, MOVED:**

WHEREAS, pursuant to Section 2-33 of the Codified Ordinances of the Town of Darien, the Board of Selectmen is empowered on behalf of the Town of Darien to accept gifts provided that the gifts do not have a value in excess of Ten Thousand Dollars ($ 10,000.00); and

WHEREAS, pursuant to Section 2-33 of the Code of the Town of Darien, said gifts in excess of
Ten Thousand Dollars ($ 10,000.00) may be accepted with action by the Representative Town Meeting of the Town of Darien; and

WHEREAS, TV 79 desires to upgrade technology to current technology and best practices; and
WHEREAS, the Darien Foundation has offered the gift of equipment to accomplish this goal; and

WHEREAS, the cost of equipment has been determined to be $50,768.00; and
WHEREAS, the Board of Selectmen has previously approved the acceptance of said gift.
NOW THEREFORE BE IT RESOLVED, that the Representative Town Meeting of the Town of Darien hereby authorizes with thanks, the acceptance of a gift of equipment valued at Fifty Thousand Seven Hundred Sixty Eight Dollars ($50,768.00) from the Darien Foundation

** **THE MOTION WAS SECONDED FROM THE FLOOR.**

Jack Davis, District III, Chairman of the Finance & Budget Committee, read the Committee report (attached).

** **ITEM 20-12 CARRIED UNANIMOUSLY.**

20-13

TAX DEFERRAL AND RELIEF DUE TO THE COVID-19 PANDEMIC

** JACK DAVIS, DISTRICT III, CHAIRMAN OF THE FINANCE & BUDGET COMMITTEE, MOVED:

WHEREAS, on March 10, 2020, the Governor of the State of Connecticut declared a public health emergency and civil preparedness emergency for the State of Connecticut, pursuant to Connecticut General Statutes Sections 19a-131 and 28-9, in response to the global pandemic of COVID-19 disease associated with a novel coronavirus that is currently affecting multiple countries and states; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to combat the coronavirus that is currently infecting the population of the United States; and
WHEREAS, the effects the transmission of COVID-19 has resulted in the spread of infections in Connecticut and throughout the country, as well as resulting in shortages of personal protective equipment and other supplies that could jeopardize public safety and civil preparedness; and

WHEREAS, in response to the issuance of declarations of a public health emergency and civil preparedness emergency by the Governor of this State, and a national emergency by the President of the United States, and the spread of COVID-19 to an unknown number of Connecticut residents as a result of the global pandemic, the Chief Executive Officer of the Town of Darien, its First Selectman, has declared that a local state of emergency now exists in the Town of Darien; and

WHEREAS, Chapter 204 of the Connecticut General Statutes sets forth tax collection deadlines that will be difficult for residential and commercial property owners to meet in light of significant job and economic losses experienced by Connecticut residents and businesses; and

WHEREAS, municipalities have sought relief on behalf of taxpayers who are struggling due to business operations being suspended or ceased, layoffs and other complications due to the COVID-19 pandemic;
WHEREAS, Executive Order 7-S provides and orders that there shall be established programs to offer support to eligible taxpayers, businesses, non-profits and residents who have been economically affected by the COVID-19 pandemic; and

WHEREAS, Executive Order 7-S orders that each municipality shall participate in one or both programs known as a deferment program and/or a low interest rate program.

WHEREAS, the Board of Finance of the Town of Darien at its regular meeting of April 14, 2020, recommended to the Representative Town Meeting, a deferment program with eligibility criteria as set forth by the Office of Policy and Management.

NOW THEREFORE, BE IT RESOLVED, that the Town of Darien, acting through its legislative body hereby approves said deferment program with eligibility criteria established by the Office of Policy and Management.

** **THE MOTION WAS SECONDED FROM THE FLOOR.**

Jack Davis, District III, Chairman of the Finance & Budget Committee, read the Committee report (attached).

The Moderator thanked First Selectman Jayme Stevenson for all of her hard work to get this item approved in time.

** **ITEM 20-13 CARRIED UNANIMOUSLY.**

20-14

** **LISA YARNELL, DISTRICT III, MOVED TO ADD ITEM 20-14, WHICH SETS THE DATE FOR THE RTM TO VOTE ON THE TOWN BUDGET FOR JUNE 8, 2020, TO THE AGENDA & TO APPROVE THE ITEM.**

WHEREAS, on March 10, 2020, the Governor of the State of Connecticut declared a public health emergency and civil preparedness emergency for the State of Connecticut, pursuant to Connecticut General Statutes Sections 19a-131 and 28-9, in response to the global pandemic of COVID-19 disease associated with a novel coronavirus that is currently affecting multiple countries and states; and
WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to combat the coronavirus that is currently infecting the population of the United States; and
WHEREAS, the effects the transmission of COVID-19 has resulted in the spread of infections in Connecticut and throughout the country, as well as resulting in shortages of personal protective equipment and other supplies that could jeopardize public safety and civil preparedness; and
WHEREAS, in response to the issuance of declarations of a public health emergency and civil preparedness emergency by the Governor of this State, and a national emergency by the President of the United States, and the spread of COVID-19 to an unknown number of
Connecticut residents as a result of the global pandemic, the Chief Executive Officer of the Town of Darien, its First Selectman, has declared that a local state of emergency now exists in the Town of Darien; and
WHEREAS, the legislative body is allowed to modify the schedules and deadlines pertaining to the proposed budget.

NOW THEREFORE, BE IT RESOLVED, that the Representative Town Meeting of the Town of Darien, as its legislative body of the Town of Darien hereby sets forth the following schedule and deadlines for the submission, deliberation and final action for the Town Budget for the fiscal year 2020-2021.

Action		Deadline
Approval of Budget by the Board of Finance		Thursday , May 14, 2020
Board of Finance Budget turned over to the Town Clerk		Thursday , May 21, 2020
Budget Published in Accordance with Executive Orders		Thursday, May 28, 2020
RTM Approval of Budget		Monday , June 8, 2020

** **THE MOTION WAS SECONDED FROM THE FLOOR.**

** **ITEM 20-14 CARRIED UNANIMOUSLY.**

The Moderator thanked Kate Buch for running tonight's Webinar meeting so smoothly and said that she and Cecil Wade have done an outstanding job.

** **JAN RAYMOND, DISTRICT IV, MOVED TO ADJOURN**

** **THE MOTION WAS SECONDED FROM THE FLOOR.**

** **MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:45 p.m.

Respectfully submitted,

Cheryl Telesco Blois

Telesco Secretarial Services

APPENDIX

DISTRICT 1	(20-2)	(20-10)	(20-11)	(20-12)	(20-13)	(20-14)
Baldwin, S.	yes	yes	yes	yes	yes	yes
Barsanti	yes	yes	yes	yes	yes	yes
Brakman	yes	yes	yes	yes	yes	yes
Bumgardner	yes	yes	yes	yes	yes	yes
Butler	yes	yes	yes	yes	yes	yes
Conologue	yes	yes	yes	yes	yes	yes
Haverstick	absent	absent	absent	absent	absent	absent
Keane	yes	yes	yes	yes	yes	yes
Kelly, C.	yes	yes	yes	yes	yes	yes
Lublin	yes	yes	yes	yes	yes	yes
McNicoll	yes	yes	yes	yes	yes	yes
Mecsery	yes	yes	yes	yes	yes	yes
Pattelli	yes	yes	yes	yes	yes	yes
Schneider	yes	yes	yes	yes	yes	yes
Schwartz	yes	yes	yes	yes	yes	yes
Von Stuelpnagel	yes	yes	yes	yes	yes	yes

DISTRICT II	(20-2 – 20-9)	(20-10)	(20-11)	(20-12)	(20-13)	(20-14)
Arguimbau	yes	yes	yes	yes	yes	yes
Bacon	yes	yes	yes	yes	yes	yes
Bohnsack	yes	yes	yes	yes	yes	yes
Casolo	yes	yes	yes	yes	yes	yes
Cusack	yes	yes	yes	yes	yes	yes
Handler, M.	yes	yes	yes	yes	yes	yes
Handler, S.	yes	yes	yes	yes	yes	yes
Howe	yes	yes	yes	yes	yes	yes
Lyons	yes	yes	yes	yes	yes	yes
McNally	yes	yes	yes	yes	yes	yes
Mix	yes	yes	yes	yes	yes	yes
Russell	yes	yes	yes	yes	yes	yes
Sartori	yes	yes	yes	yes	yes	yes
Thorne	absent	absent	absent	absent	absent	absent
Tie	yes	yes	yes	yes	yes	yes
Wheeler	yes	yes	yes	yes	yes	yes
Wilson	yes	yes	yes	yes	yes	yes

DISTRICT III	(20-2 – 20-9)	(20-10)	(20-11)	(20-12)	(20-13)	(20-14)
Conniff	yes	yes	yes	yes	yes	yes
Davis, Jack	yes	yes	yes	yes	yes	yes
Giordano	yes	yes	yes	yes	yes	yes
Golus	yes	yes	yes	yes	yes	yes
Kazim-Bailey	yes	yes	yes	yes	yes	yes
Lane	yes	yes	yes	yes	yes	yes
Marousek	yes	yes	yes	yes	yes	yes
McGoey	yes	yes	yes	yes	yes	yes
Minnick	yes	yes	yes	yes	yes	yes
Mitchell	yes	yes	yes	yes	yes	yes
Moore	yes	yes	yes	yes	yes	yes
Morton	Does Not Vote					
Washecka	yes	yes	yes	yes	yes	yes
Woodbury	yes	yes	yes	yes	yes	yes
Yarnell	yes	yes	yes	yes	yes	yes
Zimmerman	yes	yes	yes	yes	yes	yes

DISTRICT IV	(20-2 – 20-9)	(20-10)	(20-11)	(20-12)	(20-13)	(20-14)
Banks	yes	yes	yes	yes	yes	yes
Camerson	yes	yes	yes	yes	yes	yes
Castles	yes	yes	yes	yes	yes	yes
Davis, Joan	yes	yes	yes	yes	yes	yes
Domittner	yes	yes	yes	yes	yes	yes
Fiore	yes	yes	yes	yes	yes	yes
Hardison	yes	yes	yes	yes	yes	yes
Hauser	yes	yes	yes	yes	yes	yes
Heitz	yes	yes	yes	yes	yes	yes
Kemp	yes	yes	yes	yes	yes	yes
Miceli	yes	yes	yes	yes	yes	yes
Millar	yes	yes	yes	yes	yes	yes
Obin	yes	yes	yes	yes	yes	yes
Rayhill	yes	yes	yes	yes	yes	yes
Raymond	yes	yes	yes	yes	yes	yes
Savage	yes	yes	yes	yes	yes	yes
Terhune	yes	yes	yes	yes	yes	yes

DISTRICT V	(20-2)	(20-10)	(20-11)	(20-12)	(20-13)	(20-14)
Adiletta	yes	yes	yes	yes	yes	yes
Bayne, C.	yes	yes	yes	yes	yes	yes
Bayne, D.	yes	yes	yes	yes	yes	yes
Boulton	yes	yes	yes	yes	yes	yes
Duffy	yes	yes	yes	yes	yes	yes
Fiveson	yes	yes	yes	yes	yes	yes
Grogan	yes	yes	yes	yes	yes	yes
Kelly	yes	yes	yes	yes	yes	yes
McLachlin	yes	yes	yes	yes	yes	yes
Moller	yes	yes	yes	yes	yes	yes
Mosher	yes	yes	yes	yes	yes	yes
Parent	yes	yes	yes	yes	yes	yes
Patrick	yes	yes	yes	yes	yes	yes
Reed	yes	yes	yes	yes	yes	yes
Sherwood	yes	yes	yes	yes	yes	yes
Smith	yes	yes	yes	yes	yes	yes
Wade	yes	yes	yes	yes	yes	yes

DISTRICT VI	(20-2 – 20-9)	(20-10)	(20-11)	(20-12)	(20-13)	(20-14)
Adelman	yes	yes	yes	yes	yes	yes
Baldwin	yes	yes	yes	yes	yes	yes
Cantavero	absent	absent	absent	absent	absent	absent
Chickles	yes	yes	yes	yes	yes	yes
Hawkins	yes	yes	yes	yes	yes	yes
Jijon-Caamano	yes	yes	yes	yes	yes	yes
Lauritzen	yes	yes	yes	yes	yes	yes
Lucas	yes	yes	yes	yes	yes	yes
Luz	yes	yes	yes	yes	yes	yes
McDermott	yes	yes	yes	yes	yes	yes
Orphanos	yes	yes	yes	yes	yes	yes
Poli	absent	absent	absent	absent	absent	absent
Silsby	yes	yes	yes	yes	yes	yes
Van Loan	yes	yes	yes	yes	yes	yes
Vogt	yes	yes	yes	yes	yes	yes
Werner	yes	yes	yes	yes	yes	yes