



Town of Fairfield

Fairfield, Connecticut 06824

Stanton H. Lesser
Town Attorney

February 17, 2015

State of Connecticut
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Re: Petition 1120 United Illuminating Company Hawthorne Substation, Fairfield, CT

Dear Sirs:

It has come to my attention that there may be an issue with the notification of abutting property owners which I would like to bring to the Commission's attention, as set forth below.

Although, all of the property owners whose property actually abuts the parcel on which the substation is located have been notified, the owners of the property known as 192 Hawthorne Drive were not notified although it is believed that they should have been.

Access to the substation is via an easement which runs over property known as 160 Hawthorne Drive currently owned by Joseph G. Almeida. Attached here to as exhibit A is "Map of Joseph & Ethel Almeida, Property Fairfield, Connecticut for the United Illuminating Co., "which map depicts the easement.

Attached hereto as exhibit B is a document entitled "Map "C" Knoll Acres Subdivision for Frank M. Dardani". Said map depicts the Almeida property as Lot no. 15 and also on said map is Lot no. 16 which abuts the Almeida property. Said lot is known as 192 Hawthorne Drive and is currently is owned by Gary Azarian.

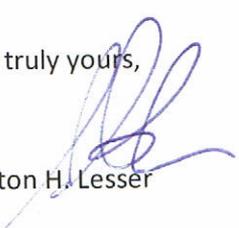
The metes and bounds description of said easement is set forth in an easement agreement between Joseph and Ethel Almeida and People's Savings Bank Bridgeport as Grantors and United Illuminating Co. as Grantee which easement agreement is recorded in Volume 518 at Page 268 of the Fairfield Land Records and which easement agreement is attached hereto as exhibit C.

Said easement agreement provides that the easement begins "at a point in the westerly street line of Hawthorne Drive which point is the southeast corner of said Lot 15". As can be seen from the maps, this point constitutes the border between Lot 15 and Lot 16 on exhibit B. "Consequently 192 Hawthorne Drive abuts the easement serving the subject substation.

It appears from this that as an abutter, the owners of 192 Hawthorne Drive should have received notice of the proceedings, however they are not listed as having received notice.

In the event the Siting Council feels that said property owner should have been notified, the undersigned respectfully requests that they be ordered to do so and that this matter proceed in accordance with statute and regulations.

Very truly yours,



Stanton H. Lesser

SH/pd

Enc.

cc:

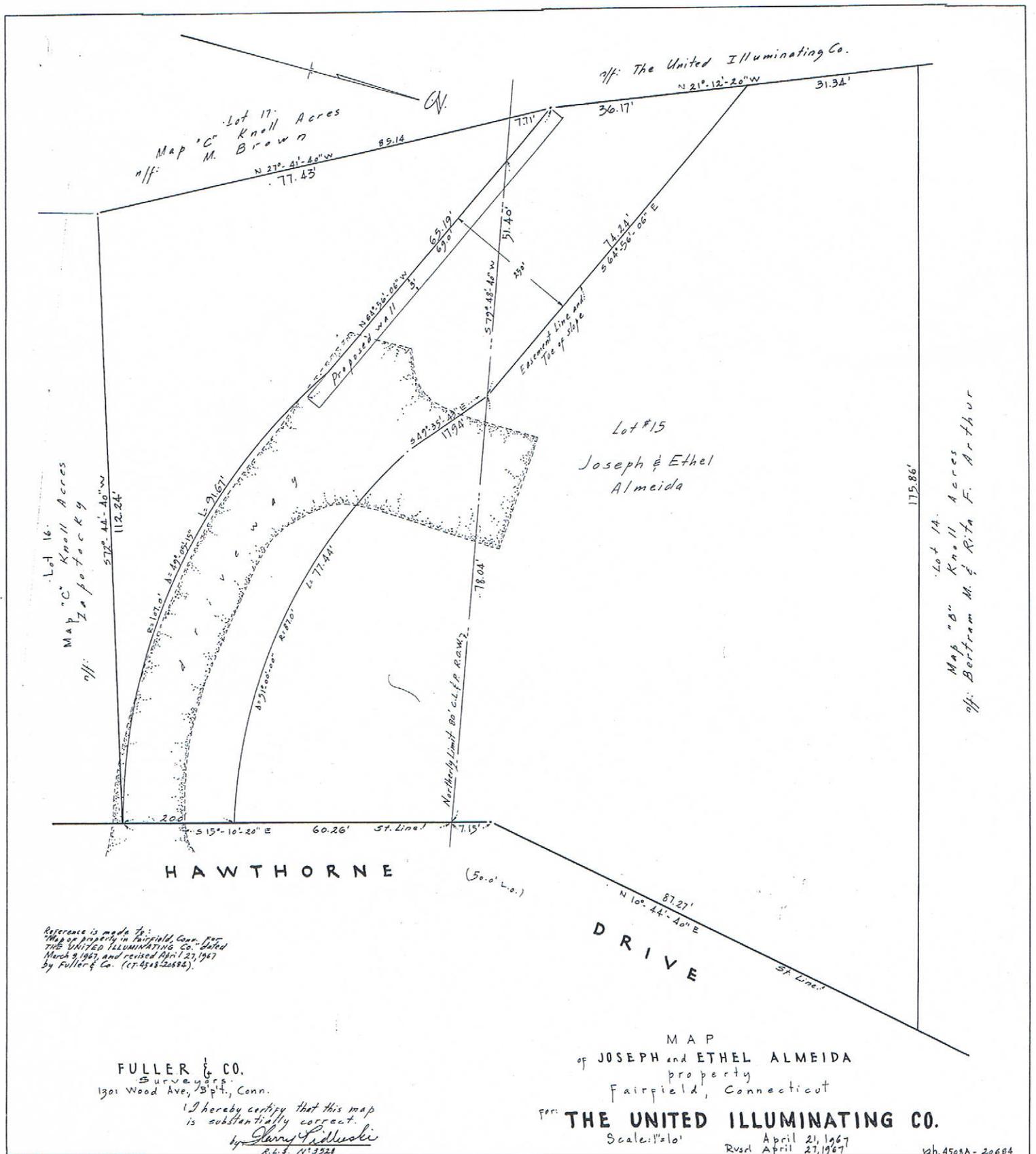
Richard J. Reid

Bruce McDermott

Arthur Turnas

Vincent Giandurco

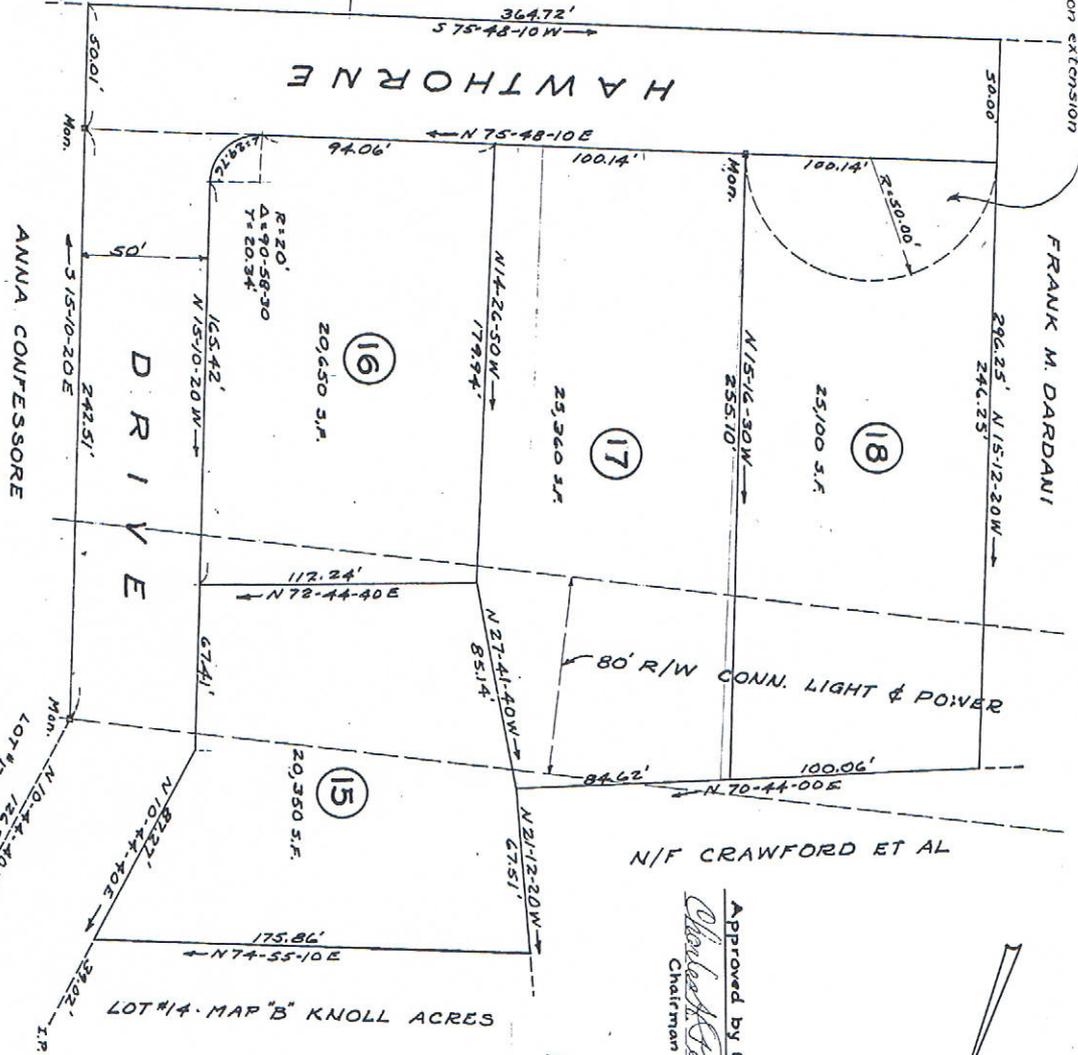
EXHIBIT A



3815

Easement for temporary turnaround which terminates upon extension of road

LOUIS & GRACE COLONNESE SILVERMAN & LOCKWOOD SUBDIVISION



FRANK M. DARDANI

N/F CRAWFORD ET AL



Approved by the Town Plan & Zoning Commission
 Chairman *Charles A. Condit* Date *July 29, 1955*

NOTE: Public water supply and water main extensions not guaranteed by the subdivider or the Bridgeport Hydraulic Co. at the time of approval of this subdivision.

MAP "C"
 for
 KNOLL ACRES SUBDIVISION

FRANK M. DARDANI (OWNER)
 FAIRFIELD, CONN.
 SCALE 1"=40'



M. J. GOODMAN
 ENGINEER & SURVEYOR
 FAIRFIELD, CONN.
 JULY 7, 1955

Certified substantially correct

M. J. Goodman

VOL 518 PAGE 268

KNOW ALL MEN BY THESE PRESENTS, That we, JOSEPH ALMEIDA and ETHEL R. ALMEIDA, of the Town and County of Fairfield, State of Connecticut, and PEOPLE'S SAVINGS BANK-BRIDGEPORT, a corporation specially chartered by the General Assembly of the State of Connecticut and having its principal place of business in the City of Bridgeport, County of Fairfield and State of Connecticut (hereinafter collectively called the "Grantors"), for and in consideration of One Dollar (\$1.00) and other valuable considerations received by each of us to our full satisfaction of THE UNITED ILLUMINATING COMPANY, a corporation specially chartered by the General Assembly of the State of Connecticut and having its principal office in the Town and County of New Haven, in said State (hereinafter called the "Grantee"), do give, grant, bargain, sell and confirm unto the said Grantee, and unto its successors and assigns forever, a perpetual easement, privilege and right of way for the construction, installation, maintenance, repair and replacement, at any time and from time to time, of ducts, pipes, conduits, circuits, cables, wires and other related facilities for the transmission of electric energy below the surface of all that certain piece or parcel of land, situated in the Town and County of Fairfield and State of Connecticut comprising a portion of Lot No. 15 on a certain map entitled "Map 'C' Knoll Acres Subdivision for Frank M. Dardani (owner) Fairfield, Conn." made by M. J. Goodman, dated July 7, 1935, and on file in the Fairfield Town Clerk's office as No. 2263 (to which map reference is hereby made) and bounded and described as follows:

Beginning at a point in the westerly street line of Hawthorne Drive, which point is the southeast corner of said Lot No. 15; thence running in a general westerly direction along a curve, with its tangent at right angles to said westerly street line, and having a radius of 107.00 feet and deflecting to the right, for a distance of 91.67 feet; thence running N 64°-56'-06" W for a distance of 65.19 feet to the southeast

corner of land of the Grantee; thence running N 21°-12'-20" W along said land of the Grantee for a distance of 36.17 feet; thence running S 64°-56'-06" E for a distance of 74.24 feet; thence running S 49°-35'-43" E for a distance of 17.94 feet; thence running in a general southeasterly and easterly direction along a curve having a radius of 87.00 feet, and deflecting to the left, for a distance of 77.44 feet to the westerly street line of Hawthorne Drive; thence running S 15°-10'-20" E along said westerly street line for a distance of 20.0 feet to the point and place of beginning;

(said piece or parcel of land being more particularly shown on a map entitled "Map of Joseph and Ethel Almeida property Fairfield, Connecticut for: The United Illuminating Co. Scale 1" = 10' April 21, 1967 Rvsd April 27, 1967" which was prepared by Fuller & Co., Surveyors, 1301 Wood Avenue, Bridgeport, Connecticut, and a copy of which said map is to be filed in the office of the Town Clerk of Fairfield at the time of the recording therein of this grant);

together with a perpetual right, privilege and easement to enter upon said premises at any time and from time to time for the purposes of constructing, installing, maintaining, repairing and replacing such ducts, pipes, conduits, circuits, cables, wires and other related facilities and together with a perpetual right, privilege and easement to pass and repass, at any and all times, over, upon and across said premises both on foot and in vehicles.

Together also with the right to grade and slope said premises so as to make the same suitable for the exercise of the rights, privileges and easements hereby granted.

Together also with the right to construct and maintain a retaining wall, approximately three (3) feet in width and seventy-five (75) feet in length, along the southerly side of said premises at the westerly end thereof.

Together also with the right to pave a portion of said premises, to a width no greater than fifteen (15) feet, for the purposes of passage and repassage as aforesaid, provided, however, that any portion of said premises so paved shall be that portion thereof lying nearest to the southerly and southeasterly boundary of

said premises or to any retaining wall that may be constructed as aforesaid by the Grantee, or its successors or assigns.

The Grantee, by its acceptance hereof, agrees for itself, and its successors and assigns, that passage across said premises shall be used only for purposes in connection with the use and enjoyment of other land adjoining said premises on the west, which other land has been or is to be acquired by the Grantor, and shall not be used as a part of any general highway, road or thoroughfare.

The Grantee, by its acceptance hereof, further agrees for itself, and its successors and assigns, that promptly following the completion of any such work that may be done by it or them as aforesaid, it or they will restore the surface of the ground disturbed by any such work to substantially the same condition as it was in immediately prior to the beginning of such work.

The Grantee, by its acceptance hereof, further agrees for itself, and its successors and assigns, that it or they will maintain any portion of said premises that may be paved by it or them as aforesaid, provided, however, that in no event shall the duty of such maintenance include any duty to remove snow or ice therefrom.

It is expressly understood and agreed that all such electric facilities that may be constructed or installed as aforesaid shall remain the sole and exclusive property of the Grantee, and its successors and assigns, and may be removed by it or them at any time and from time to time.

TO HAVE AND TO HOLD the said granted and bargained easements, privileges and rights of way, and their appurtenances, to the said Grantee, and to its successors and assigns forever, to its and their own proper use and behoof.

AND we, the said Joseph Almeida and Ethel R. Almeida, do, for ourselves and our respective heirs, executors and administrators,

covenant with the said Grantee, and its successors and assigns, that at and until the ensealing of these presents we are well seized of said premises as a good indefeasible estate in fee simple, and have good right to bargain and sell said easements, privileges and rights of way in the manner and form as is above written, and that the same are free from all encumbrances whatsoever, except for:

(a) An easement from Anthony Colonnese to The Connecticut Light and Power Company dated July 17, 1923 and recorded in the Land Records of said Town of Fairfield in Volume 111, at Page 495; and

(b) A mortgage from Gunnar Adolphson to People's Savings Bank-Bridgeport dated July 8, 1955 and recorded in said Land Records in Volume 330, at Page 481.

AND FURTHERMORE, we, the said Joseph Almeida and Ethel R. Almeida, do by these presents bind ourselves and our respective heirs forever to WARRANT and defend the above-granted easements, privileges and rights of way to said Grantee, and to its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

People's Savings Bank-Bridgeport joins in this instrument because of its said mortgage covering the premises which are the subject of the foregoing perpetual easements, privileges and rights of way, and it is expressly not bound by any of the covenants herein contained, either express or implied, except and only to the extent necessary to give such easements, privileges and rights of way priority over itsaid mortgage.

IN WITNESS WHEREOF, as of the 12TH day of SEPTEMBER, 1967, said Joseph Almeida and Ethel R. Almeida have hereunto set

their respective hands and seals and said People's Savings Bank-Bridgeport has caused this instrument to be executed and delivered and its corporate seal to be hereunto affixed by ANTHONY J. PAIGE its ASST. VICE PRESIDENT, thereunto duly authorized and empowered.

Signed, Sealed and Delivered in the Presence of

As to JA and ERA

John R. Curran (SEAL)
JOHN R. CURRAN
Joseph Almeida (SEAL)
Joseph Almeida
Cynthia M. Shanahan (SEAL)
CYNTHIA M. SHANAHAN
Ethel R. Almeida (SEAL)
Ethel R. Almeida

Cynthia M. Shanahan
Cynthia M. Shanahan
Alexander A. Micklos, Jr.
ALEXANDER A. MICKLOS, JR.
PEOPLE'S SAVINGS BANK-BRIDGEPORT
Dy Anthony J. Paige
Its Asst. Vice President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Fairfield, SEPTEMBER 12, 1967

Personally appeared Joseph Almeida and Ethel R. Almeida, signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me.

John R. Curran
Notary Public
JOHN R. CURRAN
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Bridgeport, September 18, 1967

Personally appeared ANTHONY J. PAIGE ASST. VICE PRPS. of People's Savings Bank-Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such ASST. VICE PRES. and the free act and deed of said People's Savings Bank-Bridgeport, before me.

Alexander A. Micklos, Jr.
Notary Public
ALEXANDER A. MICKLOS, JR.

Received for Record September 18, 1967 at 2:27 P.M.
Attest Charles B. ... Asst. Town Clerk