



STATE OF CONNECTICUT  
CONNECTICUT HISTORICAL COMMISSION

December 5, 1997

Councilor Steve Knight  
Wallingford Town Council  
45 South Main Street  
Wallingford, CT. 06492

Dear Councilor Knight:

Thank you for your inquiry regarding historic properties commissions. As you know from reading the state statutes, the Connecticut Historical Commission is the state agency that reviews such proposed local commissions during their formative process. Additionally, the staff of the Commission continues to work with the commissioners of such a local commission, once it is approved, such as through the annual educational seminars the Commission sponsors.

The question you voiced regarding whether a study committee would be free to consider any property it wished to, for inclusion in the properties commission, is a good one. The state statute is silent on this issue. Technically, since the statute mentions no limitations, the committee would theoretically be free to consider any properties it wished. I would suggest that you put in the charge to the committee a request that it study the three particular properties that you mentioned. If the committee comes back with more than those three properties, and this is not to the Town Council's liking, the Council could then ask the study committee to amend its report to remove those properties, or refuse to enact the ordinance altogether. So, while the committee may have some freedom in what it studies and recommends, the ultimate authority rests with the Council, when it accepts or rejects the ordinance creating the properties commission.

You also asked about inclusion in the properties commission being voluntary. If a study committee were to come in with a report recommending inclusion of a property whose owner did not wish to be so included, that owner files a notarized statement with the committee or the Council objecting to inclusion. Upon the filing of such a statement, that property is no longer eligible for inclusion. The Council could not enact an ordinance that included such a property whose owner so objected.

The last issue that you mentioned was whether, once a property is part of the properties commission, could it get out. The answer is that, yes, the owner, or a subsequent purchaser, of that property could go to the Council and ask to be removed from the properties commission. Whether or not to permit that would be up to the Council to decide. The ordinance creating the properties commission would probably have to be amended to remove that property.

I hope that this information is of help to you in evaluating this issue. Please do not hesitate to contact me if I can be of further help.

Sincerely,

  
John Shanmahan

*Director*

TEL: (203) 566-3005 FAX: (203) 566-5078  
59 SOUTH PROSPECT ST. - HARTFORD, CONN. 06106 - 1901  
AN EQUAL OPPORTUNITY EMPLOYER

TOTAL P. 01

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, That GAYLORD HOSPITAL, INC., a Connecticut corporation having its principal place of business in the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation created by the General Assembly of the State of Connecticut, and located in the County of New Haven and State of Connecticut, (hereinafter referred to as "Grantee") does hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a 15-foot wide utility easement located south of Gaylord Farm Road in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled "Right of Way Survey, Public Utility Transmission Easement, From C.E. Lirot House to Proposed Tank Site, Gaylord Farm Road, Wallingford Connecticut". Scale 1" = 20', Date: July 31, 1997, Project No. 96-159, Sheet 1 of 1 which map is on file in the Wallingford Land Records, said easement being more particularly described on "Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used or has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing the utility pipe(s) and conduits underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes.

The said Grantee agrees, for itself and its successors and assigns, to restore the land within said easement to as nearly its present condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing said utility pipe(s).

The said Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipe(s).

The said Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the said utility pipe(s).

The said Grantor agrees that within the limits of said easement, the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes and appurtenances.

TO HAVE AND TO HOLD, the above granted rights, privileges and authority unto the said Grantee, its successors and assigns forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set its/his/their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

*Signed, Sealed and Delivered  
In Presence Of:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CONNECTICUT     )  
  ) SS:  
COUNTY OF                    )

Personally appeared \_\_\_\_\_

\_\_\_\_\_  
Signer(s) and sealer(s) of the foregoing instrument and who acknowledged the same to  
be its/his/their free act and deed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

SCHEDULE A

Beginning at a point on the proposed westerly highway line of Gaylord Farm Road, said point marks the south easterly most corner of land to be acquired by the Town of Wallingford from the Gaylord Farm Association for a municipal water storage tank;

Thence at a azimuth of  $213^{\circ}04'57''$ , 229.31 feet to the True Point of Beginning;

Thence at a azimuth of  $78^{\circ}45'42''$ , 37.58 feet to a point;

Thence at a azimuth of  $108^{\circ}45'42''$ , 189.72 feet to a point;

Thence at a azimuth of  $188^{\circ}49'17''$ , 132.43 feet to a point;

Thence at a azimuth of  $278^{\circ}49'17''$ , 15.00 feet to a point;

Thence at a azimuth of  $08^{\circ}49'17''$ , 119.83 feet to a point;

Thence at a azimuth of  $288^{\circ}45'42''$ , 173.10 feet to a point;

Thence at a azimuth of  $258^{\circ}45'42''$ , 48.21 feet to a point;

Thence at a azimuth of  $33^{\circ}04'57''$ , 20.97 feet to the True Point of Beginning.

Said Public Utility Transmission Easement has an area of 5,256<sup>±</sup> square feet (0.12<sup>±</sup> acres) and is more particularly depicted on a map entitled "Right of Way Survey, Public Utility Transmission Easement, From C.E. Lirot House to Proposed Tank Site, Gaylord Farm Road, Wallingford Connecticut". Scale: 1" = 20', Date: July 31, 1997, Project no.: 96-159, Sheet 1 of 1.

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, That GAYLORD HOSPITAL, INC., a Connecticut corporation having its principal place of business in the Town of Wallingford, County of New Haven and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of the TOWN OF WALLINGFORD, a municipal corporation created by the General Assembly of the State of Connecticut, and located in the County of New Haven and State of Connecticut, (hereinafter referred to as "Grantee") does hereby give, grant, bargain, sell and confirm unto the said TOWN OF WALLINGFORD, its successors and assigns forever, a 30-foot wide utility easement located north of Gaylord Farm Road in the Town of Wallingford, County of New Haven and State of Connecticut, as shown on a map entitled "Right of Way Survey, Public Utility Transmission Easement across Property of Gaylord Hospital, Inc., from Gaylord Farm Road to Shoebox Road, Wallingford Connecticut, Date: July 22, 1997, Scale: 1" = 40', Sheets 1, 2 & 3" which map is to be filed in the Wallingford Land Records, said easement being more particularly described on "Schedule A" attached hereto and made a part hereof.

The said Grantor agrees that any portion of said easement which is not used has not been used in the past for the initial utility installation may be used for said purpose at any future time. Said easement shall be for the purpose of laying, installing, using, maintaining, inspecting, repairing, relaying and replacing the utility pipe(s) underground, together with the necessary fixtures and appurtenances and together with the right to enter and re-enter upon said property whenever necessary and convenient for said purposes, and also together with the right to remove trees, bushes, brush and boulders whenever necessary and convenient for said purposes.

The said Grantee agrees, for itself and its successors and assigns, to restore land within said easement to as nearly its present condition as possible and to similarly restore the land at any time it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing said utility pipe(s).

The said Grantee herein shall have the right to permit all present property owners abutting this easement, their heirs and assigns, to connect to said utility pipe(s).

The said Grantor herein agrees not to make any changes in grade in said easement greater than twelve (12") inches up or down from the present surface unless the Grantor reimburses the Grantee for the entire cost of adjusting the grade of the surface utility pipe(s).



The said Grantor agrees that within the limits of said easement, the Grantor will not construct any building or other structure or use or carry on any operations on the surface or subsurface of said easement which might endanger the safety (integrity) of said utility or utilities or interfere with the operation and maintenance of said pipes and appurtenances.

TO HAVE AND TO HOLD, the above granted rights, privileges and authority unto the said Grantee, its successors and assigns forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set its/his/their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

*Signed, Sealed and Delivered  
In Presence Of:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CONNECTICUT )  
 ) SS:  
COUNTY OF )

Personally appeared \_\_\_\_\_

\_\_\_\_\_  
Signer(s) and sealer(s) of the foregoing instrument and who acknowledged the same  
be its/his/their free act and deed before me this \_\_\_\_\_ day of \_\_\_\_\_  
199\_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

**SCHEDULE A**

Beginning at a point on the westerly highway line of Shoebox Road (unimproved), said point marks the southwesterly most corner of said highway and the northwesterly most corner of the easement herein described;

Thence southeasterly along said Shoebox Road at an azimuth of  $117^{\circ}41'56''$ , 30.66 feet to a point;

Thence at an azimuth of  $195^{\circ}47'37''$ , 300.33 feet to a point;

Thence at an azimuth of  $208^{\circ}16'11''$ , 2,262.11 feet to a point which marks the centerline of the traveled way of Gaylord Farm Road;

Thence along said centerline at an azimuth of  $303^{\circ}04'57''$ , 30.11 feet to a point;

Thence at an azimuth of  $28^{\circ}16'11''$ , 2,256.31 feet to a point;

Thence at an azimuth of  $15^{\circ}47'37''$ , 303.37 feet to the point of beginning.

Said proposed public utility transmission easement contains 76,832<sup>±</sup> square feet (1.76<sup>±</sup> acres) and is more particularly depicted on maps entitled "Right of Way Survey, Public Utility Transmission Easement across Property of Gaylord Hospital, Inc., from Gaylord Farm Road to Shoebox Road, Wallingford, Connecticut, Date: July 22, 1997, Scale: 1"=40', Sheets 1, 2 & 3. Said maps to be filed on the Wallingford Land Records.