

2. Grant of Easement. Subject to any express conditions, limitations or reservations contained herein, Grantor and Grantee hereby declare that the Parcel and all Owners of the Parcel, shall be benefited and burdened by the following perpetual easement which is hereby imposed upon that portion of the Servient Parcel shown on Exhibit A as "Easement Area" as set forth below:

(a) The term "Owner" or "Owners" shall mean (i) Grantor and any and all successors or assigns of such person as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property, and (ii) Grantee and any and all successor or assigns of such person as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

1. Definitions. For purposes hereof:

AGREEMENTS

NOW, THEREFORE, in consideration of the above promises and of the covenants herein contained, Grantor and Grantee covenant and agree as follows:

C. Grantor desires to impose a certain easement upon a portion of the Servient Parcel and to establish certain covenants and conditions with respect to said Parcel for the mutual and reciprocal benefit and complement of the Servient Parcel and Dominant Parcel and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

B. Grantee is the owner of property adjoining the Servient Parcel which property is known as 1340 Whitney Avenue, Hamden, Connecticut (the "Dominant Parcel", collectively the Servient Parcel and Dominant Parcel may be referred to as the "Parcel").

A. Grantor is the owner of that certain real property known as 1340A Whitney Avenue Adjacent, Hamden, Connecticut, a portion of which is the subject of this Declaration, as more particularly described on Exhibit A (the "Servient Parcel").

RECITALS

THIS DECLARATION OF EASEMENT AND COVENANTS (the "Declaration") is made and entered into this 22nd day of August, 2005 by Valerie I. Savarese, an individual with a place of residence at 37 Pepperidge Rd, Monroe, Connecticut ("Grantor") for the benefit of 1340 Whitney Avenue Associates, LLC, a Connecticut limited liability company with a place of business at 1340 Whitney Avenue, Hamden, Connecticut ("Grantee").

DECLARATION OF EASEMENT AND COVENANTS

[signature page follows]

- 8. **Governing Law.** The laws of the State in which the Parcel is located shall govern the interpretation, validity, performance, and enforcement of this Declaration.
 - 7. **Severability.** Each provision of this Declaration and the application thereof are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. Ownership of both Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.
 - 6. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and shall create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
 - 5. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Servient Parcel or Dominant Parcel. No easements, except those expressly set forth herein, shall be implied.
 - 4. **Construction; Indemnity.** The Owners acknowledge that Grantee is as of the date hereof contemplating construction of the sanitary sewer line in conjunction with this easement. Grantee hereby agrees to indemnify and hold harmless Grantor for any claims or damages to the Servient Parcel caused by the use of the Easement Area. Grantee further warrants that it shall perform all such work in a workmanlike manner in accordance with all industry standards and in addition thereto shall make best efforts to restore the Servient Parcel to its preconstruction condition taking into account natural conditions concerning the current paved area.
 - 3. **General.**
 - (a) Subject to the terms hereof, Grantor shall maintain or cause to be maintained the Servient Parcel in good repair so as to allow the exercise of Grantee's rights hereunder.
 - (b) The Grantee shall maintain and provide general liability insurance for all claims related to the use of the Servient Parcel by itself, its agents, servants and invitees.
- An easement above and below the surface of the earth for the construction and maintenance of a sanitary sewer line, which line shall cross below the surface of the Servient Parcel and connect to the current sanitary sewer line as shown on Exhibit A.

Commissioner of the Superior Court
Notary Public/My Commission Expires:



In Witness Whereof, I herunto set my hand.

On this the 22 day of August, 2005, before me, the undersigned officer, personally appeared Richard Panagrossi, Member of 1340 Whitney Avenue Associates, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his/her free act and deed.

STATE OF CONNECTICUT
)
COUNTY OF NEW HAVEN

ss:

Commissioner of the Superior Court
Notary Public/My Commission Expires:



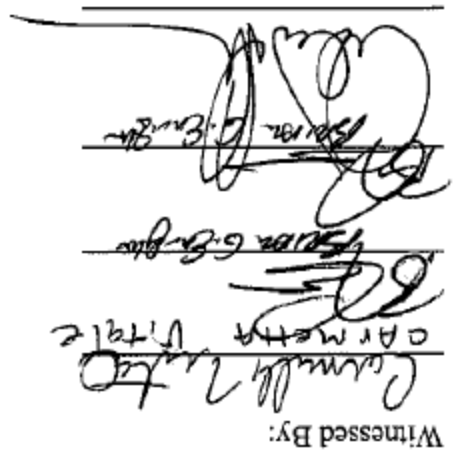
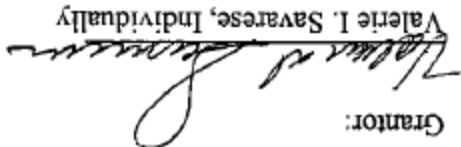
In Witness Whereof, I herunto set my hand.

On this the ___ day of August, 2005, before me, the undersigned officer, personally appeared Valerie I. Savarese, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

STATE OF CONNECTICUT
)
COUNTY OF NEW HAVEN

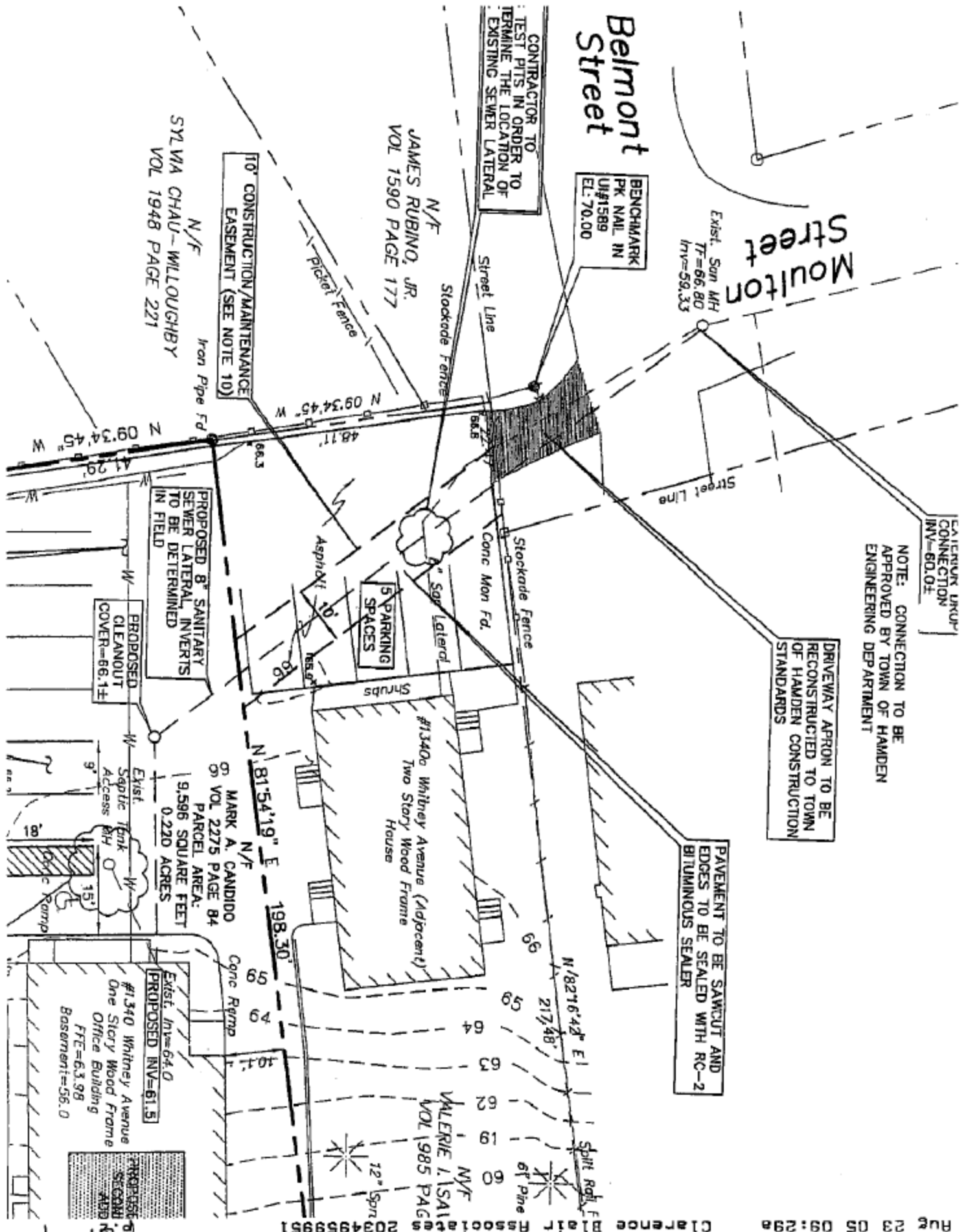
ss:

Grantor:
Valerie I. Savarese, Individually
By: Richard Panagrossi, Member
1340 Whitney Avenue Associates, LLC



Witnessed By:

IN WITNESS WHEREOF, Grantor and Grantee have executed this Declaration as of the date first written above.



NOTE: CONNECTION TO BE APPROVED BY TOWN OF HAMDEN ENGINEERING DEPARTMENT

DRIVEWAY APRON TO BE RECONSTRUCTED TO TOWN OF HAMDEN CONSTRUCTION STANDARDS

PAVEMENT TO BE SAWCUT AND EDGES TO BE SEALED WITH RC-2 BITUMINOUS SEALER

CONTRACTOR TO TEST PITS IN ORDER TO DETERMINE THE LOCATION OF EXISTING SEWER LATERAL

Belmont Street

Moulton Street

BENCHMARK
PK NAIL IN
U#1589
EL: 70.00

Exist. Spr MH
TF=66.80
Inv=59.33

N/F
JAMES RUBINO, JR.
VOL 1590 PAGE 177

N/F
SYL VIA CHAU-WILLOUGHBY
VOL 1948 PAGE 221

10' CONSTRUCTION/MAINTENANCE EASEMENT (SEE NOTE 10)

5 PARKING SPACES

PROPOSED 8" SANITARY SEWER LATERAL, INVERTS TO BE DETERMINED IN FIELD

PROPOSED CLEANOUT COVER=86.1±

MARK A. CANDIDO
VOL 2275 PAGE 84
9.596 SQUARE FEET
0.220 ACRES

#1340 Whitney Avenue (Adjacent)
Two Story Wood Frame House

#1340 Whitney Avenue
One Story Wood Frame Office Building
FFE=63.98
Basement=56.0

Exist. Inv=64.0
PROPOSED INV=61.5

PROPOSED SECONDARY AND

Clarence Blair Associates 2034959951

Aug 23 05 09:29a

PROPERTY LEGAL DESCRIPTION

SCHEDULE "A"
(description)
1340 Whitney Avenue, Hamden, CT

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Hamden, County of Hamden, State of Connecticut, bounded and described as follows:

- East: by Whitney Avenue, 65 feet;
- North: by land now or formerly of Clara F. Barnes, 200 feet;
- West: by land now or formerly of Gertrude D. Foster, 40 feet;
- South: by land now or formerly of Mildred M. Norcross, 175 feet, more or less, by a straight line.

The property herein conveyed shall have the right to pass and repass to and from Moulton Street over adjacent property of grantor to the north (known as 1340 Whitney Avenue. Adjacent, also known as 1340 A and B Whitney Avenue).

The above reference adjacent property of the grantor shall have the right to pass and repass to and from Whitney Avenue over the property herein conveyed. The property herein conveyed shall provide two (2) parking spaces along the southwest property line of said property herein conveyed for the exclusive use of the above referenced adjacent property of the grantor.

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances affecting said premises, and taxes on the October 1, 2001 Grand List and all subsequent years hereafter

* driveway of the

Statement in Support of Variance Application

The applicant is under contract to purchase the subject property and intends to improve it and to use it for his dental practice with associated office use above. Until recently the property had been used as a surveyors office pursuant to a special permit a copy of which is attached.

The property and the adjacent property, which is improved with a two story residential structure, were at one time under common ownership. When the subject property was conveyed to the current owner the deed contained a series of grants, restrictions, and reservations. The covenant that concerns us here is the one that reserves for the use of the adjoining property the right to use two parking spaces. Because the adjoining parcel is residential it is expected that these spaces would be used mainly in the evening and on weekends. That said the restriction does exist and we wanted to bring it to the boards attention.

The existing building on the subject property has two parking spaces in the front of the building and eight in the rear. The two front spaces have existed for several years and are legally non conforming, however, it is the applicant's intent to decrease the non conformity by altering the front of the building to create two "employee only" spaces that are back further from Whitney Avenue as shown on the attached drawing.

The eight spaces in the rear will be for patient parking and the rear of the building will be improved and be the main entrance.

The combination of the lot shape and the existing deed restrictions make it impossible to fit the required 11 spaces. The applicant therefore shows a hardship unique to this parcel which is not economic in nature and which is distinct from other properties generally.

The area is one of mixed uses. The historical use of the property has been as a professional office. The use is therefore in harmony with and consistent with the comprehensive plan of zoning in the area. We therefore believe this is a proper candidate for a variance.