

RTM

JUNE 2014

ITEMS

2. Easement Agreement – Grigg Street lot



TOWN OF GREENWICH
Department of Public Works - Engineering Division

MEMORANDUM

TO: Board of Selectmen

FROM: James W. Michel, P.E., Chief Engineer *JWM*

DATE: February 10, 2014

RE: Request to be on Agenda for Meeting on February 20, 2014
376 Greenwich Avenue - Easement Request;
Municipal Improvement Approval

AGENDA ITEM FOR BOARD OF SELECTMEN COMMITTEE - MI APPROVAL.

Connecticut Light and Power (CL&P) has requested an easement through the Grigg Street Parking Lot located between Arch Street and Greenwich Avenue. The purpose of the easement is to install an underground duct bank in order to provide electrical service to the new building located at 376 Greenwich Avenue. The developer and CL&P approached the Town several months ago about installing a large vault for a transformer in Greenwich Avenue. It was determined by DPW staff that this is not feasible due to the presence of several other utilities such as storm drain lines and sanitary sewer lines. Therefore, an alternative was recommended by Town staff to obtain an easement through a public parking lot that has entrances from both Arch Street and Greenwich Avenue. CL&P will be placing two 4-inch ducts in this area which will allow for the installation of the necessary lines to service the property at 376 Greenwich Avenue. They have agreed to mill and repave the entire parking facility upon completion of the installation of the duct bank as compensation for this easement. Enclosed please find the Easement document and Map showing Easement to be acquired. DPW is working with the Law Department to verify these documents meet Town of Greenwich requirements.

DPW hereby requests the BOS to approve the above mentioned Municipal Improvement in order to proceed with the Planning and Zoning (P&Z) submission process. After P&Z approval is granted, approval will be requested by the RTM. CL&P has completed the design of the project, and pending all required approvals the construction is scheduled for Spring 2014.

Enclosure w/ 6 copies

cc w/ encl: LAW DEPT. (TOD)
A. Siebert (TOO)
File ON-SITE

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EASEMENT AGREEMENT

For a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the TOWN OF GREENWICH, CONNECTICUT, a municipal corporation and body politic under the laws of the State of Connecticut with a mailing address of 101 Field Point Road, Greenwich, CT 06830 (the "Grantor"), hereby grants unto THE CONNECTICUT LIGHT AND POWER COMPANY, a specially chartered Connecticut corporation having an office in the Town of Berlin, County of Hartford, State of Connecticut, its successors and assigns forever, with a mailing address of 107 Selden Street, Berlin, CT 06037 (the "Grantee"), the following permanent easements in the rights of way described in **Exhibit A** attached hereto and made a part hereof and also depicted on the map referenced in said **Exhibit A** and specifically in **Exhibit B** attached hereto (collectively, the "Rights of Way") that are located in, within and on that certain land of the Grantor in the Town of Greenwich, County of Fairfield, State of Connecticut, more commonly known as the Grigg Street Public Parking Lot, between Greenwich Avenue and Arch Street, Greenwich, Connecticut ("Parking Lot Property"). The owner of 376 Greenwich Avenue, Greenwich, CT (the "Adjoining Property"), LARACO 376, LLC, a _____ limited liability company with a mailing address of 1720 Post Road, Fairfield, CT 06824 on behalf of itself and its successors and assigns (collectively, the "Adjoining Owner") is also a party to this easement agreement and, as such, acknowledges and agrees (where the context indicates) to the terms and conditions contained herein. The Adjoining Property is also depicted on said map and more particularly described in **Exhibit C** attached hereto.

The aforesaid grant of easement is provided in connection with and subject to additional terms, agreements, understandings and conditions more fully detailed below.

RECITALS

WHEREAS, the Adjoining Owner requested that the Grantee provide electric distribution service to the Adjoining Property and to the improvements thereon;

WHEREAS, in response, the Grantee's initial design of the system needed to provide said electric distribution service required by the Adjoining Property called for said property to be served via and directly from an extension of the Grantee's then existing facilities located on and within the public right-of-way more commonly known as Greenwich Avenue;

WHEREAS, the Grantor subsequently did not accept said initial design stating that the infrastructure (e.g., water and sewer facilities and the facilities of other utilities) currently located within Greenwich Avenue did not permit the installation of the type of additional electric distribution infrastructure called for in said initial design;

WHEREAS, in connection with that decision by the Grantor, the Grantee alternately proposed that electric service be provided to the Adjoining Property via a route across and within the Parking Lot Property and the Grantor is willing to provide the easement granted herein for that alternate route across the Parking Lot Property subject however to the terms hereof (including the right, in certain defined circumstances and subject to certain conditions, to require a subsequent relocation of the easement area and the relocation of the Grantee's equipment facilities located therein); and

WHEREAS, the Grantee is willing to accept the Grantor's right hereunder to require relocations subject to the terms hereof; however, the Grantee also acknowledges that it is not currently aware of any practical alternative location to the easement area to be initially granted hereby.

NOW THEREFORE, in conjunction with the grant of such rights and easements described above, the parties hereto further agree as follows:

1. The Grantee has the right, from time to time, to install, construct, reconstruct, repair, maintain, replace, relocate, inspect, patrol, expand, operate and remove upon, in, under, along, across and through the Rights of Way, foundations, ducts, manholes, hexholes, handholes, lines, conduits, wires, filament, cables, including fiber optic and communication cables and other conductors that may be reasonably required by the Grantee, and fixtures and appurtenances useful for the underground conducting, transmission and distribution of electric current, energy, intelligence, wireless signals and communications of any character (said transmission and distribution of intelligence, wireless signals and communications shall be limited to services in support of and ancillary to the electric and energy services) and monuments and signs to locate the Rights of Way; and

2. The Grantee has the right to conduct, distribute and transmit electricity and energy (and intelligence, wireless signals and/or communications of any character in support of and/or ancillary to said electric and energy services) and to provide the service or services relating to said right(s) by means of the equipment, underground structures and other facilities described in this easement agreement or otherwise installed in connection with this easement agreement; and

3. The Grantee has the right to remove structures, improvements (that were not part of the Grantor's infrastructure existing prior to the date of this easement agreement or not placed there since by mutual consent of the Grantor and the Grantee), obstructions, deposits of materials, soil and the like, any and all parts of which, are (i) within the limits of the Rights of Way and/or (ii) on or within adjoining land of the Grantor, and (1) which may interfere with the exercise of any of the rights and/or easements herein granted or (2) which may create a hazard. Any such right in this paragraph requires the prior approval of the Grantor, which approval shall not be unreasonably withheld, delayed or denied and further that the Grantee may request permission to cut, clear, prune or remove any tree, shrub or woody vegetation owned by the Grantor located within the limits of the Rights of Way or on or within adjoining land

of the Grantor, however any such permission, to the extent required by applicable law, shall be subject to the procedures and approval of the tree warden of the Grantor. Notwithstanding anything to the contrary contained in this paragraph, with regard to any such structure, improvement, deposit, soil and the like (i.e., not a tree, shrub or woody vegetation owned by the Grantor) described above in this paragraph (that does not fall under the competent jurisdiction of said tree warden, is not part of the Grantor's infrastructure existing prior to the date of this easement agreement or was not placed there since by mutual consent of the Grantor and the Grantee), no prior approval by the Grantor is necessary in the event of an emergency but in such circumstances the Grantee shall provide the Grantor with notice of such activities within a reasonable time after the commencement thereof.

4. The Grantee has the right to enter upon, travel and transport materials and equipment over and upon the Rights of Way and, if necessary or convenient in connection therewith, the right to grade, excavate, fill or otherwise improve the Rights of Way – any such right in this paragraph to grade, excavate or fill shall be subject to the prior approval of the Grantor which approval shall not be unreasonably withheld, delayed or denied. Any damage to the property of the Grantor (unless such property was installed in violation of this easement agreement) which shall be caused in the exercise of the rights granted herein including the laying, installation and construction and the use, operation, maintenance and repair of the said electrical distribution service shall be repaired by the Grantee to a condition reasonably equivalent to that which existed at the time immediately prior to such damage, such correction to include restoration of preexisting grades and repair of pavement (e.g., the repavement of trenches) and parking lot appurtenances to the extent that they are damaged. Promptly following the initial installation of the electrical distribution facilities the Adjoining Property Owner (but not the Grantee) shall complete a two (2) inch milling and repavement of the Parking Lot Property and restripement of parking areas and will reimburse the Grantor for any loss of parking revenue that exceeds five (5) days. With regard to any such work by the Grantee within the Rights of Way, the Grantee hereby agrees to use reasonable efforts to provide the Grantor with notice of such work prior to the commencement thereof except in emergency situations where the Grantee shall provide such notice within a reasonable time after the commencement of such work.

5. The Grantee has the right of reasonable and temporary access over and across other property of the Grantor adjoining the Parking Lot Property and/or land of the Adjoining Owner to the Rights of Way.

6. The easements and other rights granted herein to the Grantee to use and occupy the Rights of Way shall include all surface and subsurface rights thereunder.

7. Subject to the other provisions of this Agreement, the Grantor hereby reserves the right to use the Rights of Way for purposes which (i) do not interfere with

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EASEMENT AGREEMENT

For a valuable consideration, receipt and sufficiency of which are hereby acknowledged, the TOWN OF GREENWICH, CONNECTICUT, a municipal corporation and body politic under the laws of the State of Connecticut with a mailing address of 101 Field Point Road, Greenwich, CT 06830 (the "Grantor"), hereby grants unto THE CONNECTICUT LIGHT AND POWER COMPANY, a specially chartered Connecticut corporation having an office in the Town of Berlin, County of Hartford, State of Connecticut, its successors and assigns forever, with a mailing address of 107 Selden Street, Berlin, CT 06037 (the "Grantee"), the following permanent and, except to the extent as may hereinafter be specifically set forth, exclusive rights and easements in the rights of way described in **Exhibit A** attached hereto and made a part hereof and also depicted ~~in~~ on the map referenced in said **Exhibit A** and specifically in **Exhibit B** attached hereto (collectively, the "Rights of Way") that are located in, within and on that certain land of the Grantor in the Town of Greenwich, County of Fairfield, State of Connecticut, more commonly known as the Grigg Street Public Parking Lot, between Greenwich Avenue and Arch Street, Greenwich, Connecticut ("Parking Lot Property"). The owner of 376 Greenwich Avenue, Greenwich, CT (the "Adjoining Property"), LARACO 376, LLC, a _____ limited liability company with a mailing address of 1720 Post Road, Fairfield, CT 06824 on behalf of itself and its successors and assigns (collectively, the "Adjoining Owner") is also a party to this easement agreement and, as such, acknowledges and agrees (where the context indicates) to the terms and conditions contained herein. The Adjoining Property is also depicted on said map and more particularly described in **Exhibit C** attached hereto.

The aforesaid grant of easement is provided in connection with and subject to additional terms, agreements, understandings and conditions more fully detailed below.

RECITALS

WHEREAS, the Adjoining Owner requested that the Grantee provide electric distribution service to the Adjoining Property and to the improvements thereon;

WHEREAS, in response, the Grantee's initial design of the system needed to provide said electric distribution service required by the Adjoining Property called for said property to be served via and directly from an extension of the Grantee's then existing facilities located on and within the public right-of-way more commonly known as Greenwich Avenue;

WHEREAS, the Grantor subsequently did not accept said initial design stating that the infrastructure (e.g., water and sewer facilities and the facilities of other utilities) currently located within Greenwich Avenue did not permit the installation of the type of additional electric distribution infrastructure called for in said initial design;

WHEREAS, in connection with that decision by the Grantor, the Grantee alternately proposed that electric service be provided to the Adjoining Property via a route across and within the Parking Lot Property and the Grantor is willing to provide the easement granted herein for that alternate route across the Parking Lot Property subject however to the terms hereof (including the right, in certain defined circumstances and subject to certain conditions, to require a subsequent relocation of the easement area and the relocation of the Grantee's equipment facilities located therein); and

WHEREAS, the Grantee is willing to accept the Grantor's right hereunder to require relocations subject to the terms hereof; however, the Grantee also acknowledges that it is not currently aware of any practical alternative location to the easement area to be initially granted hereby.

NOW THEREFORE, in conjunction with the grant of such rights and easements described above, the parties hereto further agree as follows:

1. The Grantee has the right, from time to time, to erect, install, construct, reconstruct, repair, maintain, replace, relocate, inspect, patrol, expand, operate and remove upon, over, in, under, along, across and through the Rights of Way, poles, crossarms, guys, foundations, anchors, braces, ducts, manholes and, hexholes, handholes, lines, conduits, wires, filament, cables, including fiber optic and communication cables, and other conductors that may be reasonably required by the Grantee, and fixtures and appurtenances useful for the underground conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communications of any character; (said transmission and distribution of intelligence, wireless signals and communications shall be limited to services in support of and ancillary to the electric and energy services) and monuments and signs to locate the Rights of Way; and

2. The Grantee has the right to conduct, distribute and transmit electricity, and energy, (and intelligence, light, wireless signals and/or communications of any character in support of and/or ancillary to said electric and energy services) and to provide the service or services relating to said right(s) by means of the equipment, underground structures and other facilities described in this easement agreement or otherwise installed in connection with this instrument easement agreement; and

3. The right to trim and keep trimmed, cut, clear and remove, by mechanical means or otherwise, trees or limbs and branches thereof, underbrush and other growth, and the additional Grantee has the right to remove structures, improvements (that were not part of the Grantor's infrastructure existing prior to the date of this easement agreement or not placed there since by mutual consent of the Grantor and the Grantee), obstructions, deposits of materials, soil and the like, any and all parts of which, are (i) within the limits of the Rights of Way, and/or (ii) on or within adjoining land of the Grantor, and (1) which may interfere with the exercise of any of the rights and/or easements herein granted; or (iii) 2) which may create a hazard; the right to control the growth of such trees, limbs, branches, underbrush and other growth by the use of chemicals or otherwise;

~~provided the right to use chemicals shall not apply to any area which at the time of exercising such right is used for growing crops, other than trees, or for mowing or grassland; and the right to dispose of all wood cut; any. Any such right in this paragraph to remove a tree or trees requires the prior approval of the Grantor, which approval shall not be unreasonably withheld, delayed or denied; provided however, that in circumstances where said tree or trees an imminent threat to life or property (including the safe operation of the Grantee's electric facilities), the Grantee may take such action (including the removal of said tree or trees) as is necessary to alleviate such threat upon proper notice to the Grantor; and further that the Grantee may request permission to cut, clear, prune or remove any tree, shrub or woody vegetation owned by the Grantor located within the limits of the Rights of Way or on or within adjoining land of the Grantor, however any such permission, to the extent required by applicable law, shall be subject to the procedures and approval of the tree warden of the Grantor. Notwithstanding anything to the contrary contained in this paragraph, with regard to any such structure, improvement, deposit, soil and the like (i.e., not a tree, shrub or woody vegetation owned by the Grantor) described above in this paragraph (that does not fall under the competent jurisdiction of said tree warden, is not part of the Grantor's infrastructure existing prior to the date of this easement agreement or was not placed there since by mutual consent of the Grantor and the Grantee), no prior approval by the Grantor is necessary in the event of an emergency but in such circumstances the Grantee shall provide the Grantor with notice of such activities within a reasonable time after the commencement thereof.~~

4. The Grantee has the right to enter upon, travel and transport materials and equipment over and upon the Rights of Way and, if necessary or convenient in connection therewith, the right to grade, excavate, fill or otherwise improve the Rights of Way – any such right in this paragraph to grade, excavate or fill shall be subject to the prior approval of the Grantor which approval shall not be unreasonably withheld, delayed or denied; ~~and, Any damage to the property of the Grantor (unless such property was installed in violation of this easement agreement) which shall be caused in the exercise of the rights granted herein including the laying, installation and construction and the use, operation, maintenance and repair of the said electrical distribution service shall be repaired by the Grantee to a condition reasonably equivalent to that which existed at the time immediately prior to such damage, such correction to include restoration of preexisting grades and repair of pavement (e.g., the repavement of trenches) and parking lot appurtenances to the extent that they are damaged. Promptly following the initial installation of the electrical distribution facilities the Adjoining Property Owner (but not the Grantee) shall complete a two (2) inch milling and repavement of the Parking Lot Property and restripement of parking areas and will reimburse the Grantor for any loss of parking revenue that exceeds five (5) days. With regard to any such work by the Grantee within the Rights of Way, the Grantee hereby agrees to use reasonable efforts to provide the Grantor with notice of such work prior to the commencement thereof except in emergency situations where the Grantee shall provide such notice within a reasonable time after the commencement of such work.~~

5. ~~The Grantee has the right of reasonable and temporary access over and across other (including property of the Grantor adjoining) the Parking Lot Property and/or land of the Grantor~~ Adjoining Owner to the Rights of Way.

~~6. The easements and other rights granted herein to the Grantee to use and occupy the Rights of Way shall include all surface and subsurface rights and air rights thereover~~ thereunder.

~~7. Subject to the other provisions of this Agreement, the Grantor hereby reserves the right to use the Rights of Way for purposes which, in the opinion of the Grantee, (i) do not interfere with the exercise of any of the rights, interests and/or easements herein granted, and/or (ii) do not create a hazard.~~

~~Grantor, by its granting of said easements and rights, and Grantee, by its acceptance of same, hereby acknowledge, covenant and agree for themselves and their respective~~ 8. Each party hereto further acknowledges, covenants and agrees for itself and its successors and assigns as follows:

(a) the easements and other rights granted herein are intended to be permanent rights and easements for the benefit of Grantee, its successors and assigns, and are to be fully apportionable and fully assignable or transferable, all or in part, without the need of any consent of the Grantor or the Grantor's successors and assigns;

(b) except as provided in paragraph 9 below, the Grantor shall not erect any building or structure on, place or store any materials on, park or store (other than ~~on a temporary basis with only~~ such parking/storage that is necessary and customary to the activities of a parking lot) any vehicles on, grade, excavate, fill or flood the Rights of Way, or otherwise use the Rights of Way in any manner which, ~~in the opinion of the Grantee (i) may interfere with the exercise of any of the rights and/or easements herein granted to Grantee or (ii) which may create a hazard;~~

(c) nothing shall be attached to the property of the Grantee installed by virtue of this instrument except such things as are placed thereon by the Grantee;

(d) no temporary cessation of use or operation of all or any portion of said easements or rights or of the Rights of Way by Grantee shall be deemed an abandonment thereof resulting in the termination of any aspect of the easements and/or rights or of the Rights of Way, unless the holder of same at the time of such cessation of use or operation releases, in a written instrument in recordable form, its rights in such easements and rights or in the Rights of Way; ~~and~~

(e) the Grantor shall not convey any new or additional easements to any third parties party other than the Grantee within or across the Rights of Way or other lands of the Grantor which may, in the opinion of the Grantee, (i) interfere with the exercise of any of the rights and/or easements granted herein, and/or (ii) which may create a hazard; and

(f) It is understood by the parties hereto that in in analyzing and/or interpreting the effects or possible effects of actions taken by the Adjoining Property Owner, the Grantor and/or other grantees of the Grantor on the adequacy, safety (e.g., as to what may cause or create a hazard), design, engineering, construction and maintenance of or the interference with the electrical distribution service and/or facilities of the Grantee contemplated herein or the adequacy or suitability of an alternate easement area or other location to house or contain any relocated facilities, the reasonable determination of a Grantee engineer shall control.

The words "Grantor" and "Grantee" in this instrument are intended, where the context requires, permits or is appropriate to include the plural number as well as the singular and their successors and assigns. The terms "right", "Right of Way" or "easement" are intended to extend to more than one right of way or easement where the context so requires or permits.

9. Notwithstanding anything to the contrary contained in this easement agreement, the provisions hereof shall not be interpreted so as to prevent the erection by the Grantor of a parking garage or other buildings, improvements or structures on, over or under the Rights of Way which is a more intensive or different use than that the use of the Parking Lot Property which exists as of the execution date of this easement agreement and, in such event, the Grantor, its successors and assigns, shall first use reasonable efforts not to (i) disturb this easement or the Grantee's use of the Rights of Way or (ii) interfere with the Grantee's rights hereunder or (iii) interfere with the Grantee's facilities and equipment located within said Rights of Way. However, in the event and despite such reasonable efforts, any such non-disturbance or non-interference is not reasonably feasible or the alternates thereto are cost prohibitive and the relocation of the Rights of Way and/or any of the Grantee's facilities or equipment located therein or on is or are therefore necessary, the Grantor, its successors and assigns, has a right to require a relocation of the Rights of Way, equipment and/or facilities pursuant and subject to the provisions found in paragraph 10.

10. The Grantor therefore hereby reserves the right to reasonably require, upon prior written notice to the Grantee and to the Adjoining Owner, and at the full cost and expense (as more fully described below) of the Adjoining Owner, a relocation of all or any portion(s) of the Rights of Way, provided that any resulting easement area (i.e., the area of relocation or replacement easement area) is reasonably adequate for Grantee's purposes, and further provided that, if such relocation of all or a portion of the Rights of Way requires, in Grantee's judgment, the relocation of any of Grantee's equipment and/or facilities, then Grantee, subject to the conditions contained herein and upon at least nine (9) months' prior written notice from the Grantor (the "Relocation Notice"), shall relocate such equipment and facilities at the Adjoining Owner's sole cost and

expense (including all internal and external/out-of-pockets expenses incurred by or on behalf of the Grantee such as, without limitation, permitting costs, unrecovered costs of discontinued or abandoned equipment and facilities, any retirements of same, engineering and design costs, environmental costs, construction and installation costs and all other construction costs including cost loaders that the Grantee customarily charges or incurs in connection with the utilization of its own personnel as well as the charges including overheads that are charged by its contractors and agents), any real estate costs relating to any additional and/or replacement easement area(s) and any cost or expense relating to the interruption of electric service during said relocation activities. For any such relocation of equipment and facilities resulting from an election hereunder by Grantor to relocate any part of the Rights of Way, the Adjoining Owner shall pay the Grantee the estimated total cost of such relocation prior to Grantee's commencement of that work. Grantee shall provide Grantor and the Adjoining Owner not more than one hundred twenty (120) days from the date of the Relocation Notice a written good faith estimate of the total relocation costs (which includes the real estate related costs described below) (collectively, the "Relocation Estimate"). The Adjoining Owner shall pay the Relocation Estimate to the Grantee promptly upon receipt of that estimate. The Grantor and the Adjoining Owner each hereby acknowledge and agree that the Grantee shall have no obligation to commence any relocation work without first receiving the Relocation Estimate in good and collectible funds. If the Grantee's actual costs for the relocation exceed the Relocation Estimate then within thirty (30) days of Grantee's completion of the relocation work, the Grantee shall provide the Adjoining Owner with a final invoice of actual costs incurred (including out-of-pocket costs) and the Adjoining Owner shall pay such invoice within thirty (30) days of the invoice date. If Grantee's actual costs for the relocation work are less than the Relocation Estimate paid to it by the Adjoining Owner then within 30 days of Grantee's completion of the relocation work the Grantee shall provide the Adjoining Owner with a final invoice of total costs incurred and Grantee shall pay any excess of the paid Relocation Estimate over said actual costs to the Adjoining Owner. In conjunction therewith, Grantor shall execute and deliver to the Grantee and the Grantee shall record an amendment to this Easement that reflects the new "easement area" or new "Rights of Way". The Adjoining Owner, at the sole expense of the Adjoining Owner, shall also deliver to the Grantee a title insurance policy (or, if applicable, an amendment to the existing policy) reflecting any amendment to the easement and rights and easement area or Rights of Way and which is acceptable to the Grantee. In the event, however, that the Grantor is able to permit the Grantee to relocate its electrical distribution facilities and equipment to a location within the public right of way currently known as Greenwich Avenue which location shall be reasonably adequate for Grantee's purposes (including with regard to the provision of electric service to the Adjoining Property and provided any conditions attached to any applicable excavation permit are reasonably acceptable to the Grantee) then the provisions of this paragraph shall still apply (including the payment and reimbursement provisions) except for providing good title, title insurance and other related title documents to a new "easement area" or "Rights of Way" in the Parking Lot Property and, by such relocation and provided that the Grantor and the Adjoining Owner are in compliance with their obligations under this easement agreement, then the easement rights within the Parking Lot Property shall extinguish and be released by Grantee. All costs involved in said

conveyance/transaction (including recording fees, conveyance taxes, amended easement document and updated survey) as well as title insurance premiums shall also be borne solely by the Adjoining Owner and the estimate of such costs shall be included in the Relocation Estimate. The Grantor and the Adjoining Owner each further acknowledges and agrees that the Grantee shall have no obligation to commence such relocation work without first receiving evidence of good title to any replacement easement and a title insurance commitment insuring the title of such replacement easement from a nationally-recognized title insurer and which commitment is in a reasonable form, substance and coverage amount or, in the case of a relocation to or within Greenwich Avenue, excavation permits and any other required permits with conditions reasonably acceptable to the Grantee. Notwithstanding anything to the contrary contained herein, the Adjoining Owner further acknowledges and agrees that the Grantee shall not be obligated to provide electric service to the Adjoining Owner or to the Adjoining Property unless and until the respective obligations of the Grantor and the Adjoining Owner under this easement instrument including, without limitation, those regarding the payment of total actual relocation costs by the Adjoining Property Owner and the provision by the Grantor of an alternate or modified easement and/or easement area or an area on or within Greenwich Avenue reasonably acceptable to the Grantee have been fully complied with.

11. Grantee shall maintain, at all times, comprehensive general liability and casualty insurance in amounts of coverage commensurate with the activities contemplated herein (including such general liability coverage in an amount not less than One Million Dollars (\$1,000,000.00)), and worker's compensation insurance within statutory limits. Grantee may self-insure for any or all of its obligations under this paragraph. Upon the reasonable written request of Grantor, Grantee will provide to Grantor written evidence of all such insurance. The Adjoining Property Owner shall require all contractors (n.b., the Grantee is not considered such a contractor) performing work on its behalf under this agreement to indemnify the Grantor and name the Grantor as an additional insured in its contracts for such work in accordance with Grantor construction permitting procedures on Grantor property or streets.

The words "Grantor", "Grantee" and "Adjoining Owner" in this instrument are intended, where the context requires, permits or is appropriate to include the plural number as well as the singular and their **respective** successors and assigns. The Grantor, Grantee and the Adjoining Owner each further acknowledge and agree that the covenants, agreements, restrictions and obligations contained herein (including those contained in the previous paragraph regarding the rights and obligations relating to possible relocations of the "easement area" or "Rights of Way" and/or the Grantee's equipment and facilities) shall "run with the land" and therefore shall bind all subsequent respective owners of and other respective holders of rights in and to the Parking Lot Property and the Adjoining Property. The terms "right", "Right of Way" or "easement" are intended to extend to more than one right of way or easement where the context so requires or permits.

If any part of the Rights of Way is now or shall hereafter become a public street or highway or a part thereof, permission as provided in the General Statutes of

Connecticut relating to adjoining land owners such public rights of way is hereby given to the Grantee to use that part for the purpose and the manner above described. ~~The Grantor and Grantee hereby acknowledge and agree that nothing herein shall adversely affect, release, waive or diminish in any way any existing rights and easements held by the Grantee as provided by law.~~

TO HAVE AND TO HOLD the above granted and bargained rights and easements unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor, Grantee and Adjoining Owner has each hereunto set its hand this ____ day of _____, 2014.

Signed and delivered
in the presence of:

TOWN OF GREENWICH, CT

By: _____
Peter J. Tesei, First Selectman
Duly Authorized

IN WITNESS WHEREOF the Grantee has hereunto set its hand this ____ day of _____, 2014.

Signed and delivered
in the presence of:

THE CONNECTICUT LIGHT AND
POWER COMPANY

By: _____
Its _____
Duly Authorized

IN WITNESS WHEREOF the Adjoining Owner has hereunto set its hand this
day of _____, 2014.

Signed and delivered
in the presence of: _____ LARACO 376, LLC

By: _____

Its _____

Duly Authorized

ACKNOWLEDGEMENTS

STATE OF CONNECTICUT)

) ss:
COUNTY OF)

On this the ____ day of _____, 2014, before me, personally appeared
Peter J. Tesei, who acknowledged himself to be the
First Selectman of the Town of Greenwich, a municipal
corporation, and that, being authorized to do so, executed the foregoing instrument for the
purpose therein contained as his free act and deed as such officer and the free act and
deed of said municipal corporation.

In witness whereof I hereunto set my hand and official seal.

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

STATE OF CONNECTICUT)

) ss:
COUNTY OF)

On this the ____ day of _____, 2014, before me, personally appeared
_____, who acknowledged himself to be the
_____ of The Connecticut Light and Power Company, and that,
being authorized to do so, executed the foregoing instrument for the purpose therein
contained as his free act and deed as such officer and the free act and deed of said
~~municipal~~ corporation.

In witness whereof I hereunto set my hand and official seal.

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

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

COUNTY OF _____)

On this the _____ day of _____, 2014, before me, personally appeared _____, who acknowledged himself to be the _____ Managing Member/ _____ of Laraco 376, LLC, and that, being authorized to do so, executed the foregoing instrument for the purpose therein contained as his free act and deed as such officer and the free act and deed of said limited liability company.

In witness whereof I hereunto set my hand and official seal.

Commissioner of the Superior Court

Notary Public

My Commission Expires: _____

Exhibit A

PROPERTY DESCRIPTION

**EASEMENTS TO BE GRANTED TO THE CONNECTICUT LIGHT & POWER
COMPANY FROM THE TOWN OF GREENWICH
[PLACEHOLDER – TO BE REVIEWED]**

Easement Area A

All that certain tract, piece or parcel of land situate, lying and being in the Town of Greenwich, County of Fairfield, and State of Connecticut, said parcel being more particularly bounded and described as follows:

Beginning at a point on the easterly street line of Arch Street, where the same is intersected by the division line between the parcel described herein and land of Pilsudski Society of Greenwich Inc., now or formerly; then running along said easterly street line,

North 34°32'00" East, a distance of 22.88 feet,

to the division line between the parcel herein described and land of the Town of Greenwich, now or formerly, then turning and running through land of the Town of Greenwich the following courses:

South 84°31'00" East, a distance of 93.28 feet;

South 59°45'10" East, a distance of 112.18 feet;

South 36°20'30" East, a distance of 56.22 feet;

South 87°47'00" East, a distance of 26.08 feet;

South 86°33'00" East, a distance of 93.03 feet;

South 87°38'00" East, a distance of 35.77 feet;

South 86°53'00" East, a distance of 31.61 feet

to the division line between the parcel herein described and land of 379 Laraco LLC, now or formerly, then turning and running along said division line,

South 7°18'20" West, a distance of 20.05 feet

to the division line between the parcel herein described and land of 382 Greenwich Partners, LLC, and Railroad Properties, LLC, now or formerly, and each in part, then turning and running along said division line the following courses:

North 86°53'00" West, a distance of 30.00 feet;

North 87°38'00" West, a distance of 35.83 feet;

North 86°33'00" West, a distance of 93.00 feet;

North 87°47'00" West, a distance of 35.50 feet

to a point, then turning and running through land of the Town of Greenwich, and running along land of 73 Arch Street Associates LLC, and Pilsudski Society of Greenwich Inc., all now or formerly, and each in part, following courses:

North 36°20'30" West, a distance of 61.71 feet;

North 59°45'10" West, a distance of 103.65 feet;

North 84°31'00" West, a distance of 100.00 feet

to the point or place of beginning, containing 9,079 Square Feet, more or less.

Exhibit B

EASEMENT MAP

That certain map entitled "EASEMENT MAP EASEMENT TO BE ACQUIRED FROM
THE TOWN OF GREENWICH ARCH STREET AND 376 GREENWICH AVENUE,
GREENWICH, CT DATE: 12/16/13 REV. SCALE:1"=20'.

Exhibit C

PROPERTY MAP

That certain map entitled TBD

FIGURE 1.2 (a)

STATEMENT - REAL ESTATE CONVEYANCE TAX

GRANTOR: Town of Greenwich, Connecticut

GRANTEE: The Connecticut Light and Power Company

To Town Clerk of Greenwich, Connecticut:

The following information is submitted with reference to property at Grigg Street Public Parking Lot, between Greenwich Avenue and Arch Street, Greenwich, Connecticut, and as described and shown on Exhibits A & B (attached).

and in accordance with Secs. 12-494 to 12-503 inclusive of the 1969 Supplement as amended by Public Act 158 of the 1971 Session of the Connecticut General Assembly.

Check and insert applicable pertinent data:*

☐ Full purchase price, including assumed or existing mortgages, liens, etc.

Not subject to tax for following reasons:

(Check appropriate reason)

☐ No consideration paid;

☐ Consideration other than money;

☒ Deed to or by the United States, State of Connecticut, any municipality or any agency, political subdivision or instrumentality thereof;

☐ Tax deed;

☐ Deed of partition.

TOWN OF GREENWICH, CT

Signed By: _____

Peter J. Tesei, First Selectman

Seller or Representative (Typed)

Date _____

Exact Sale Price \$ 0.00 x .00 = \$ 0.00

No deduction shall be made for the amount of any mortgages or liens remaining upon the property at the time of the sale even though not assumed by the grantee.

Document comparison by Workshare Professional on Monday, March 31, 2014
5:37:32 PM

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Document 2 ID	file:///J:/My Documents/Greenwich Town of EASEMENT CLEAN 376 Greenwich Avenue 03 31 14 530 pm.doc
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Padding cell	

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Style change	0
Format changed	0
Total changes	6

