

RTM

JUNE 2015

ITEMS

10.
 - a. easement agreement
Town & Water Co
 - b. temporary construction agreement
Town & Water Co.

))

Record and Return To:

Aquarion Water Company of Connecticut
835 Main Street
Bridgeport, CT 06604

WATER PUMP STATION EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS,

THAT the **TOWN OF GREENWICH**, a Connecticut municipality, having an address of 101 Field Point Road, Greenwich, Connecticut 06830 ("Grantor"), for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration, received to its full satisfaction of **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut corporation having an office at 835 Main Street, Bridgeport, Connecticut 06604 ("Grantee"), does hereby give, grant, bargain, sell, and confirm unto said Grantee, its successors and assigns forever, a right-of-way and easement, as follows:

1. Grantor hereby conveys and grants to Grantee a right-of-way and easement to design, construct reconstruct, install, lay, maintain, inspect, use, operate, repair, alter, replace, and protect a water pump station facility and appurtenances thereto (collectively, the "Pump Facilities"), in, through, on, over and under a portion of Grantor's property located on Anderson Road in the Town of Greenwich, County of Fairfield, and State of Connecticut, more particularly described as follows:

All that certain piece, parcel or tract of land shown and designated as "Permanent Easement" (the "Easement" or "Easement Area") on a certain survey entitled, "Aquarion Water Company of Connecticut Bridgeport, Connecticut Anderson Road Pump Station Site Plan and Easement Map Scale 1" = 10' Horiz and Vert," dated November 2014, and prepared by Tata & Howard, Inc., which survey has been filed in the office of the Greenwich Town Clerk as Map No. _____.

2. Said right-of-way and Easement herein described includes the right to enter in and upon said property of Grantor and said Easement Area and to pass and repass over the same and to excavate therein for said purposes hereinabove and hereinafter described. Grantee shall have the right within said Easement Area to cut trees and bushes, disturb the soil, concrete or any other ground cover located therein, and to perform other work necessary or convenient for the design, construction, installation, maintenance, inspection, use, operation, repair, alteration, replacement or protection of the Pump Facilities. Notwithstanding the foregoing, the Pump Facilities shall be (i) constructed in accordance with all final permits, licenses, authorizations, approvals and third-party actions received from all applicable local, state, and federal government and/or regulatory entities (e.g., planning, zoning, and land use authorities, and any other local, state or federal board, commission or authority as may be required), and (ii) located primarily below-surface level, except for any access points, points of entrance and other appurtenances to the Pump Facilities which must exist above-surface level.

3. Grantor herein reserves to itself, its successors and assigns, the right to continue to use the land within which the aforesaid Easement has been granted for any uses and purposes which shall not in any way interfere with the use thereof by Grantee, its successors and assigns, in fulfilling the purposes for which this easement is granted. Notwithstanding the foregoing or anything contained herein to the contrary, Grantor shall not:

- (a) at any time disturb or damage the Pump Facilities; nor shall it at any time build or construct or permit to be built or constructed within the Easement Area any building or part thereof, or any wall, sewer, sewerage system or any other construction of any description which, in the opinion of Grantee, will obstruct or hinder Grantee in its use of the Easement and Pump Facilities; or
- (b) relocate the Easement Area or the Pump Facilities without the prior written consent of Grantee., .

4. Grantee shall maintain, replace, repair, and care for the Pump Facilities and shall keep the Pump Facilities in proper condition so that they can serve their intended function. Grantee shall further be required to restore, and maintain the above-surface area within the Easement Area following initial construction or future maintenance of the Pump Facilities.

5. The Pump Facilities are and shall remain the property of Grantee.

6. Grantee shall indemnify and hold Grantor harmless from and against any and all reasonable loss, costs, or damage arising out of the existence of Grantee's rights under this Easement, including, without limitation, any mechanic's lien claimed on account of work performed by or for Grantee. .

7. Grantee shall maintain, at all times relevant herein, comprehensive general liability and casualty insurance in amounts of coverage commensurate with the activities contemplated herein (including general liability coverage in an amount not less than One Million Dollars/Two Million Dollars aggregate and excess liability coverage in an amount not less than Five Million Dollars), and worker's compensation coverage within statutory limits. Grantee may self-insure for any or all of its obligations under this paragraph. Grantee shall provide to Grantor written evidence of all such insurance.

8. Following written notice to the Grantor, Grantee may assign its rights, privileges and authority under this Easement to one or more public companies authorized to provide public water supply to consumers in the State of Connecticut. In the event of such assignment, all terms, conditions and obligations contained in this Easement shall continue to remain in full force and effect and shall be binding upon and inure to the benefit of successors in title and the successors and assigns of the Grantor and Grantee.

9. Any obligations contained herein with regard to the Easement granted hereby shall be construed as covenants and not as conditions, and any violation of any of such covenants shall not result in a forfeiture or reversion of the Easement granted herein or any property interest conveyed hereby.

10. All notices required or permitted hereunder shall be sent by certified mail, return receipt requested, or by Federal Express or other comparable overnight delivery service, and shall be addressed as follows:

As to Grantor: Office of the First Selectman
101 Field Point Road
Greenwich, CT 06830

With A Copy To: Attorney John Wayne Fox

Greenwich Town Attorney's Office
101 Field Point Rd.
Greenwich, CT 06830

As to Grantee: Elizabeth Camerino-Schultz
Director of Real Estate
Aquarion Water Company of Connecticut
835 Main Street
Bridgeport, CT 06604

or to such other address or addresses of which the party(ies) may advise the other party(ies) from time to time pursuant to the provisions of this paragraph. Any such notice shall be deemed given on the date indicated on the return receipt or delivery service records as having been given.

11. This Easement shall be governed by and enforced in accordance with the laws of the State of Connecticut.

12..This Easement may not be modified except by written agreement executed and delivered by both parties and recorded in the land records of the Town of Greenwich, Connecticut.

13. This Easement shall run with the land and shall be binding upon, and inure to the benefit of, Grantor and Grantee and each of their respective successors and assigns forever.

14. This Easement sets forth the entire agreement of the parties concerning the matters set forth herein. There are no additional oral or written representations or agreements. This instrument may be amended only by writing signed by the parties hereto or their successors in interest.

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

Notary Public
My commission expires:

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this
____ day of _____, 20____.

Signed, Sealed, and Delivered
in the presence of:

AQUARION WATER COMPANY OF
CONNECTICUT

By: _____

STATE OF CONNECTICUT)

) ss: Greenwich

COUNTY OF FAIRFIELD)

On the ____ day of _____, 2015, before me, the undersigned, a Notary Public in
and for the State, personally appeared _____ of the Aquarion Water
Company of Connecticut, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed it in his/her capacity as
_____, and that by his/her signature on the instrument, the
individual executed the instrument.

Notary Public

My commission expires:

Return to:

Aquarion Water Company of Connecticut
835 Main Street
Bridgeport, CT 06604
Attn: Liz Camerino-Schultz

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT (the "**Easement**") is made on this _____ day of _____, 20____ (the "**Effective Date**").

The undersigned, **TOWN OF GREENWICH**, a Connecticut municipality, having an office located at 101 Field Point Road, Greenwich, Connecticut 06830 ("**Grantor**"), for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration, received to its full satisfaction of **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut public service company, having an office located at 835 Main Street, Bridgeport, Connecticut 06604 ("**Grantee**"), does hereby give, grant, bargain, sell, and convey to Grantee, its successors and assigns, as follows:

1. Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, a temporary, non-exclusive easement (the "**Temporary Construction Easement**") over, under, in, across, and upon a portion of Grantor's Land, specifically bounded and described below (the "**Temporary Construction Easement Area**"), for the sole purpose of allowing Grantee to undertake and complete the construction and installation of a below grade pump station and appurtenances thereto (the "**Pump Station**") within the land directly adjacent to the Temporary Construction Easement Area (the "**Pump Station Area**"), which Pump Station Area is designated as "Temporary Construction Easement" on the Map defined below. Grantee's use of the Temporary Construction Easement Area shall only be for purposes reasonably related to the installation and construction of the Pump Station within the Pump Station Area. In connection with Grantee's use of the Temporary Construction Easement for the purposes stated herein, Grantee shall have the right to access the Temporary Construction Easement Area and the Pump Station Area by means of ingress and egress over, across, and through Grantor's Land. Grantee's right to access the Temporary Construction Easement Area and the Pump Station Area by means of ingress and egress over, across, and through Grantor's Land shall automatically cease upon termination of the Temporary Construction Easement as hereinafter provided.

The "**Temporary Construction Easement Area**" is situated within Grantor's Land and is more particularly shown and designated as that certain area described as "Temporary Construction Easement, 0.156 Acres" on that certain map entitled, "Aquarion Water Company of Connecticut Bridgeport Connecticut Anderson Road Pump Station Site Plan and Easement Map Scale 1" = 10' Horiz. And Vert.," dated November 2014 by Tata & Howard, which map is to be filed contemporaneously herewith in the Land Records of the Town of Greenwich in Map File _____ (the "**Map**"), and a copy of which Map is attached hereto and made a part hereof as **Schedule A**.

2. The Temporary Construction Easement shall commence on the Effective Date and shall automatically terminate and expire upon the date on which construction of the Pump Station is completed and all necessary and final permits, licenses, authorizations, approvals, and third-party actions from all applicable local, state, federal government and/or regulatory entities have been obtained or within eighteen (18) months from the execution of this Temporary Construction and Access Easement, whichever is the earlier. Upon the expiration of the term of this Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Temporary Construction Easement shall automatically terminate and be of no further force and effect, and Grantee shall deliver to Grantor an instrument in recordable form evidencing the release of the Temporary Construction Easement along with applicable recording fees.
3. In the event the Temporary Construction Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Temporary Construction Easement, Grantee shall, at its expense, restore such area to the condition in which it existed at the commencement of such activities.
4. Following the completion of the construction of the Pump Station in the Pump Station Area, Grantee will execute and deliver a termination of this Temporary Construction Easement.

TO HAVE AND TO HOLD the easement rights to Grantee, its successors and assigns, forever, in accordance with the below terms and conditions:

1. Use of Temporary Construction Easement Area.
 - (a) Grantor, its successors and assigns, shall have the right to use and enjoy the Temporary Construction Easement Area for all lawful purposes in any manner not inconsistent with this Temporary Construction Easement.
 - (b) Grantor shall not obstruct, impede or interfere in Grantee's reasonable use of the Temporary Construction Easement Area and the rights of access to the same, which shall include without limitation Grantee's right of ingress and egress over, across, and through Grantor's Land. Without limiting the generality of the foregoing, no building, tree or any other object shall be erected or placed within the Temporary Construction Easement Area which will interfere with Grantee's permitted use of this Temporary Construction Easement.
 - (c) The Temporary Construction Easement Area may not be modified except by written agreement executed and delivered by both parties and recorded on the land records of the Town of Greenwich, Connecticut.
 - (d) Grantee agrees that no existing improvements of the Grantor located within the Temporary Construction Easement Area shall be disturbed without first consultation and agreement of the Grantor.
2. Ownership. The grant of this Temporary Construction Easement shall not change the ownership of Grantor's Land, and the public shall have no right to be on Grantor's Land, except as may be specified herein. Except as expressly limited herein, Grantor reserves for itself, and its successors and assigns, all rights as owner of Grantor's Land.

3. Indemnification; Liens. Grantee shall indemnify and hold Grantor harmless from and against any and all reasonable loss, costs or damages arising out of the exercise of Grantee's rights under the Temporary Construction Easement. Notwithstanding the foregoing, or anything contained herein to the contrary, Grantee shall not be required to indemnify or hold harmless Grantor, or the agents, employees or contractors of same, from any accident, injury or damage whatsoever caused to any person or the property of any person which is caused by the sole negligence or willful misconduct of Grantor, or the agents, employees or contractors of same. Furthermore, no liens or encumbrances of any kind or type shall be imposed on the Temporary Easement Construction Area or any other part of Grantor's Land due to Grantee's act or omissions. If any such mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Grantor and/or any portion of Grantor's Land (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), then Grantee shall, at Grantee's expense, cause same to be discharged of record or bonded within 30 days after notice to Grantee of the filing thereof, and Grantee shall indemnify and save harmless Grantor against and from all costs and liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. If Grantee fails to comply with the foregoing provisions, Grantor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Grantee agrees to reimburse Grantor for all costs, expenses and other sums of money, including reasonable attorneys' fees, in connection therewith.

4. Insurance. Grantee shall maintain, at all times relevant herein, comprehensive general liability and casualty insurance in amounts of coverage commensurate with the activities contemplated herein (including general liability coverage in an amount not less than One Million Dollars/Two Million Dollars aggregate and excess liability coverage in an amount not less than Five Million Dollars), and worker's compensation coverage within statutory limits. Grantee may self-insure for any or all of its obligations under this paragraph. Grantee shall provide to Grantor written evidence of all such insurance.

5. Governing Law. This Temporary Construction Easement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this ____
day of _____, 20____.

Signed, Sealed, and Delivered
in the presence of:

THE TOWN OF GREENWICH

By:

Peter J. Tesei, its
First Selectman

STATE OF CONNECTICUT)

) ss: Greenwich

COUNTY OF FAIRFIELD)

On the ____ day of _____, 20____, before me, the undersigned, a Notary
Public in and for the State, personally appeared Peter J. Tesei, personally known to me or proved
to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the
within instrument and acknowledged to me that he executed it in his capacity, and that by his
signature on the instrument, the individual executed the instrument.

Notary Public

My commission expires:

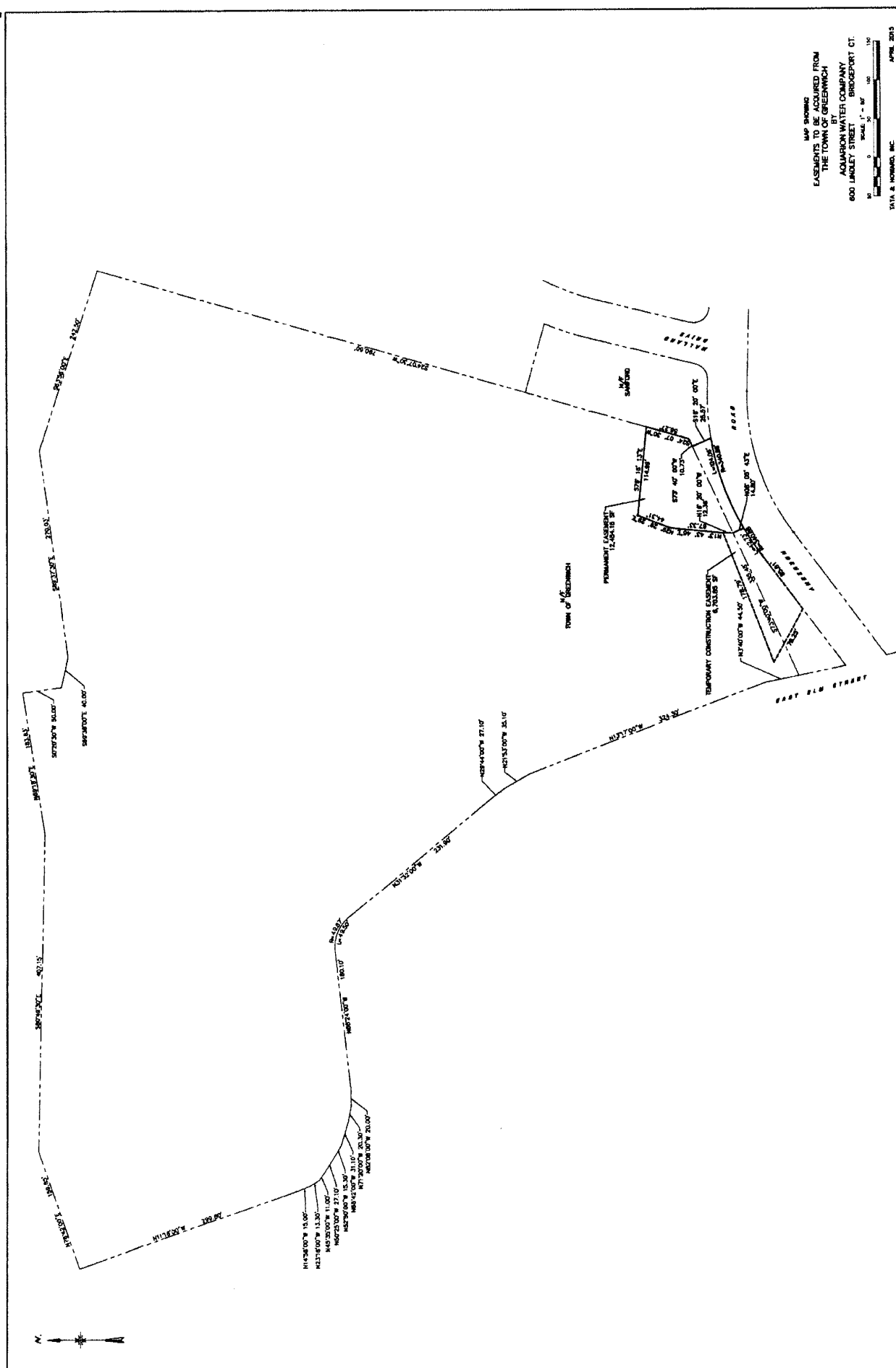




FIGURE A

AQUARIUM WATER COMPANY OF CONNECTICUT
Bridgeport, Connecticut
ANDERSON ROAD PUMP STATION
REPLACEMENT PUMP STATION
LOCATION AND PHOTO PLAN
SCALE: 1" = 80'
DECEMBER 2014

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TETRA AND HOWARD, INC.

