

RTM

April 2014

ITEMS

10. Easement Agreement



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/ each: LAW DEPT. (TOD)
A. Siebert (TOG)
File 00-517777

EASEMENT

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 (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 (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 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.

1. 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 lines, wires, filament, cables, including fiber optic and communication cables, other conductors, and fixtures and appurtenances useful for the conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communications of any character; and monuments and signs to locate the Rights of Way; and

2. The right to conduct, distribute and transmit electricity, energy, intelligence, light, wireless signals and/or communications of any character and to provide the service or services relating to said right(s) by means of the equipment, structures and facilities described in or otherwise installed in connection with this instrument; 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 right to remove structures, improvements, obstructions, deposits of materials, soil and the like, any and all parts of which, are (i) within the limits of the Rights of Way, (ii) on adjoining land of the Grantor and which may interfere with the exercise of any of the rights and/or easements herein granted, or (iii) 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 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;

4. 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

5. The right of reasonable access over and across other (including adjoining) land of the Grantor to the Rights of Way.

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

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 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) 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 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 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.

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.

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 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.

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 has 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

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: _____