RTM

March 8, 2021

ATTACHMENTS

FOR

ITEM # 3
January 21, 2021

Attorney Aamina Ahmad  
Town of Greenwich  
101 Field Point Road  
Greenwich, CT 06830

Re: CL&P File No. W20146 – Electric Distribution Easement  
Police Pistol Range, Steamboat Road, Greenwich

Dear Aamina,

The Connecticut Light and Power Company d/b/a Eversource Energy (CL&P) has received a request for electric service from the Town that will require an easement across private property.

As legal counsel for the requester, please prepare the enclosed easement documents and preliminary certificate of title, which should list each encumbrance that relates only to the easement area. Have them executed and send me pdf copies for review. Once I have reviewed and approved them (including preliminary certificate or title policy commitment) I will notify you to proceed with the recording. At the same time, you should also have received the recordable mylar map directly from the surveyor. I would advise hanging on to the mylar until you are ready to record the other easement documents just in case there might be any further revisions. The address for the tax conveyance form is 107 Selden Street, Berlin, Connecticut, 06037 and the tax identification number is 060303850.

After recording, please send me town clerk-certified copies of all recorded documents, the original Corporate Resolution, if applicable, and the original Final Certificate of Title which should include, an explanation of only the encumbrances that only the easement is subject to, OR an original Title Insurance Policy. If we choose to require you to provide a title insurance policy, then it must be issued to Connecticut Light and Power d/b/a Eversource Energy for its easement interest in the amount of $100,000.00 and the non-interference language provided in this package must be added to the Schedule B. Any such final certificate of title or title policy must be in form and substance acceptable to CL&P. Also, please send me all original recorded documents from the Town if they are forwarded to you.

Your client will be responsible for any expenses incurred by you for providing this service. To avoid unnecessary expenses, CL&P will not install facilities or energize until all the requests, mentioned above, are completed and accepted by me. If there are any legal problems that might prevent you from providing the items requested, please call me to discuss possible solutions.

Sincerely,

Rocco G. Compitello

Rocco G. Compitello  
Right of Way Specialist  
860 665-2718  
Rocco.Compitello@Eversource.com

Attachments
ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, TOWN OF GREENWICH, hereinafter called Grantor, hereby grants to THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS the perpetual right to construct, operate, maintain, repair, replace, relocate, remove and rebuild on, across, over, through and under the land hereinafter described herein (Easement Area(s)), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and other appurtenances useful for providing electric and communication (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor’s lands); the right to provide electric and communication, service by means of the same; and the right to enter and to cross the Grantor’s lands for access to and for the purpose of installing, inspecting, maintaining, repairing, replacing, relocating or removing same and the right, after consultation with the Grantee when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor’s lands on the east side of Steamboat Road in the Town of Greenwich, Connecticut, as more particularly described on a map entitled “Easement Map Depicting Easement Area to be Granted to The Connecticut Light and Power Company d/b/a Eversource Energy Across the Property of TOWN OF GREENWICH C/O FINANCE DEPARTMENT, 451 Steamboat Road, Greenwich, CT 06830° Scale: 1” = 10′, Date: January 11, 2021, CL&P File No. W20146, Prepared by Ahneman Kirby Engineers, Surveyors, Planners, which map has been filed in the office of the Town Clerk of said Town of Greenwich, Connecticut, as Map No. ______.

The Grantor agrees, except with the written permission of the Grantee, that: (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor’s premises; and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee further agrees, by the acceptance of this Easement, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or street lighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned by the Grantee to any communication or signal company or other contractor of the Grantee and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.
The words “Grantor” and “Grantee” shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) __________________ hand(s) and seal(s) to be affixed this ______ day of ________________________ 2021.

Signed, sealed and delivered in the presence of:

TOWN OF GREENWICH

Witness Print/Sign

Witness Print/Sign

ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF ________________________

S.S. ________________________

On this _____ day of ____________, 2021 before me, the undersigned officer, personally appeared ________________________ for TOWN OF GREENWICH who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor’s free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public Seal Required
My Commission Expires ____________________