

EWS-1314  
After recording please return to:  
The United Illuminating Company  
180 Marsh Hill Road  
Orange, CT 06477-3629  
Energy Land Management

## **TEMPORARY EASEMENT**

**THIS EXCLUSIVE TEMPORARY EASEMENT** (this “Easement”) is made and granted as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the **City of New Haven**, a municipal corporation, with a mailing address at 165 Church Street, New Haven, CT 065210 (“Grantor”), in favor of **THE UNITED ILLUMINATING COMPANY**, a specially-chartered Connecticut corporation with a mailing address at 180 Marsh Hill Road, Orange, Connecticut 06477 (the “Company” and/or the “Grantee”).

**WHEREAS**, Grantor is the owner of certain real property together with improvements thereon located at: **230 Ella T. Grasso Boulevard**, City of New Haven, County of New Haven, State of Connecticut which is further described on **Exhibit A** attached hereto (the “Property”);

**WHEREAS**, Grantee desires rights to enter onto the Property from a public street through and over a route located on a portion of the Property as shown on **Exhibit B** (the “Site”) for the purpose of temporary access; and

**WHEREAS**, Grantor is willing to provide such rights in accordance with the provisions hereof.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee this irrevocable and exclusive easement to enter upon and use the Site on the following terms and conditions:

1. This Easement shall take effect as of the date hereof (the “Start Date”) and shall continue for two years thereafter (the “Termination Date”), unless extended in accordance with Section 3 hereof. Grantor hereby irrevocably waives any right under applicable law or otherwise to cancel, terminate or otherwise unilaterally rescind this Easement prior to its expiration. At all times, Grantee (and its contractors, consultants, agents, employees and authorized representatives) shall have unrestricted and exclusive use of, and access to, the Site and Grantee’s use of the Site pursuant to this Easement shall be allowed twenty-four (24) hours per day each day, so long as this Easement remains in effect. The Company shall have the right to remove trees, brush, rocks, and other obstructions within the access route and to fill depressions or roughly grade the surface of the access for the purpose of constructing a passable roadway, for which Grantor, by this Easement, has been compensated. The location, extent and degree of such anticipated work has been discussed between Grantee and Grantor and approved by Grantor. Grantee's activities shall be conducted in compliance with applicable federal, state and municipal laws, ordinances and regulations, including local building and wetlands regulations. Grantee, at its own cost, shall secure all permits and pay any permit fees required in connection with its activities; Grantor agrees to cooperate with Grantee, for no additional consideration, to the extent Grantor’s permission or consent is needed in connection with such permits.

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2. In consideration of this Easement, the Company shall pay Grantor the stipulated sum of Sixteen Thousand Seven Hundred Eighty-Nine and 00/100 Dollars (\$16,789.00) per annum (the "Annual Easement Fee"), in advance on or before the start of such annual period. In the event the initial term of this Easement continues for any partial year, the Annual Easement Fee shall be prorated for such year by dividing the Annual Easement Fee by twelve and then multiplying by the number of additional months of such partial year, in which case such prorated Annual Easement Fee shall be paid in advance in accordance with the foregoing.

3. Grantee shall have two (2) successive extension options to extend the term of this Easement upon the same terms and conditions set forth in this Easement (each an "Option" and together, the "Options"), provided the exercise of one or more of the Options shall not confer additional options or extension rights beyond those set forth in this Section 3 upon Grantee. Each Option entitles Grantee to a six (6) month extension of the then current Termination Date (i.e., as the same may have been extended pursuant to Grantee's exercise of one or more of the Options). In order to exercise one or more of the Options, the Company shall provide Grantor with notice of its election to so exercise no later than thirty (30) days prior to the then current Termination Date. In the event this Easement is extended in accordance with this Section 3, the Easement Fee for the relevant Option period shall be determined by dividing the Annual Easement Fee by two and paid before the commencement of such extension.

4. Except as otherwise provided in this Easement, Grantee accepts the condition of the Site on an "AS IS" basis without any obligation on the part of Grantor to prepare the Site prior to Grantee's entering and using the Site. It is expressly understood that no representations have been made by Grantor as to the safety of the Site and/or the Property, and that Grantee agrees and, except as otherwise provided herein, hereby does accept all risk of loss, damage, or injury to persons or property which is caused by Grantee's entry and use of the Site pursuant to this Easement. Notwithstanding anything to the contrary herein, Grantor shall ensure the Site is clear of its personal property and otherwise is in reasonably clean condition as of the Start Date.

5. Grantor represents that it has the full right and authority to grant this Easement to Grantee in accordance with the terms hereof; all action necessary to authorize the execution of this Easement has been taken; the individual executing and delivering this Easement on behalf of the Grantor has been authorized to do so; and such execution and delivery shall bind the Grantor.

6. The Company shall, during the term of this Easement, maintain in full force and effect, at its own expense and consistent with its ordinary course of business, a policy of commercial general liability insurance with respect to injury, loss, death and property damage arising in connection with Grantee's activities upon the Site. The Company may satisfy such insurance requirements through a self-insured retention program and/or umbrella/excess liability coverage.

7. This Easement is intended to be exclusive to Grantee and its agents, contractors and designees save only as otherwise set forth in this Section 7. The Company acknowledges and agrees that Grantor and its employees and contractors shall have the right to enter upon the remainder of the Property during the term of this Easement with prior notice to, and in coordination with, Grantee, provided that such access shall in no event interfere with Grantee's access to the Site or its use and enjoyment of the rights and privileges granted herein. In connection with, and as a condition of, such access, Grantor shall comply with safety and security protocols established by Grantee for such access.

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8. Prior to the Termination Date, as the same may be extended pursuant to the terms hereof, the Company shall to the extent that Grantee's activities permanently impact the Site, reasonably restore such impacted portions of the Site to substantially its condition at the time of Grantee's entry.

9. Notices and communications regarding this Easement shall be addressed and delivered as set forth below and shall be considered given upon receipt. In order to facilitate communications, the Grantor and the Grantee each appoint a representative to be the person to whom all concerns regarding this Easement shall be directed. If a party elects to replace its representative, such change shall be communicated and confirmed in writing.

Representative for the Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph: \_\_\_\_\_  
Email: \_\_\_\_\_

Representative for the Grantee:

Annette Potasz  
Energy Land Management  
The United Illuminating Company  
180 Marsh Hill Road  
Orange, CT 06477

10. This Easement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of law thereof.

11. In no event shall Grantee have any liability or responsibility for any commission, fee, or cost payable to any real estate broker and/or agent claiming by, through or under Grantor in connection with this Easement.

12. No terms, conditions, prior courses of dealing, courses of performance, usages of trade, understandings, agreements or other documents purporting to modify, vary, supplement or explain any provision of this Easement shall be effective and none shall be binding unless in writing, signed by duly authorized representatives of both parties, and specifically stating that such writing is intended to modify this Easement.

13. This Easement may be executed by each of the parties hereto in separate counterparts, each of which, when taken together, shall constitute one and the same Easement. Facsimile or scanned transmission of any signed original document, and retransmission of any signed facsimile or scanned transmission, shall be the same as delivery of an original. At the request of any party, the parties shall confirm facsimile or scan transmitted signatures by signing an original document.

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14. This Easement shall be binding upon the parties hereto, and the respective successors, assigns, heirs, and legal representatives of the parties hereto. Prior to any transfer, sale, or lease of the Property by the Grantor to any other party, Grantor shall notify Grantee to ensure that such transferee, buyer or lessee acknowledges and accepts an assignment of this Easement. This Easement is personal to Grantee (and its agents, contractors and designees), and absent the consent of Grantor (which shall not be unreasonably withheld), Grantee shall not otherwise have the right to assign or transfer, in whole or in part, any of the rights, duties or privileges granted or undertaken herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

FIRST WITNESS

GRANTOR  
City of New Haven

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

SECOND WITNESS

Its: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF CONNECTICUT    )  
  : \_\_\_\_\_, 2023  
COUNTY OF NEW HAVEN    )       (Town)

Personally appeared \_\_\_\_\_, \_\_\_\_\_ of City  
of New Haven, signer and sealer of the foregoing instrument, and who acknowledged the same to be the  
free act and deed of said municipal corporation, and their free act and deed as such \_\_\_\_\_  
thereof, before me.

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

\_\_\_\_\_ (seal)  
Print Name:  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
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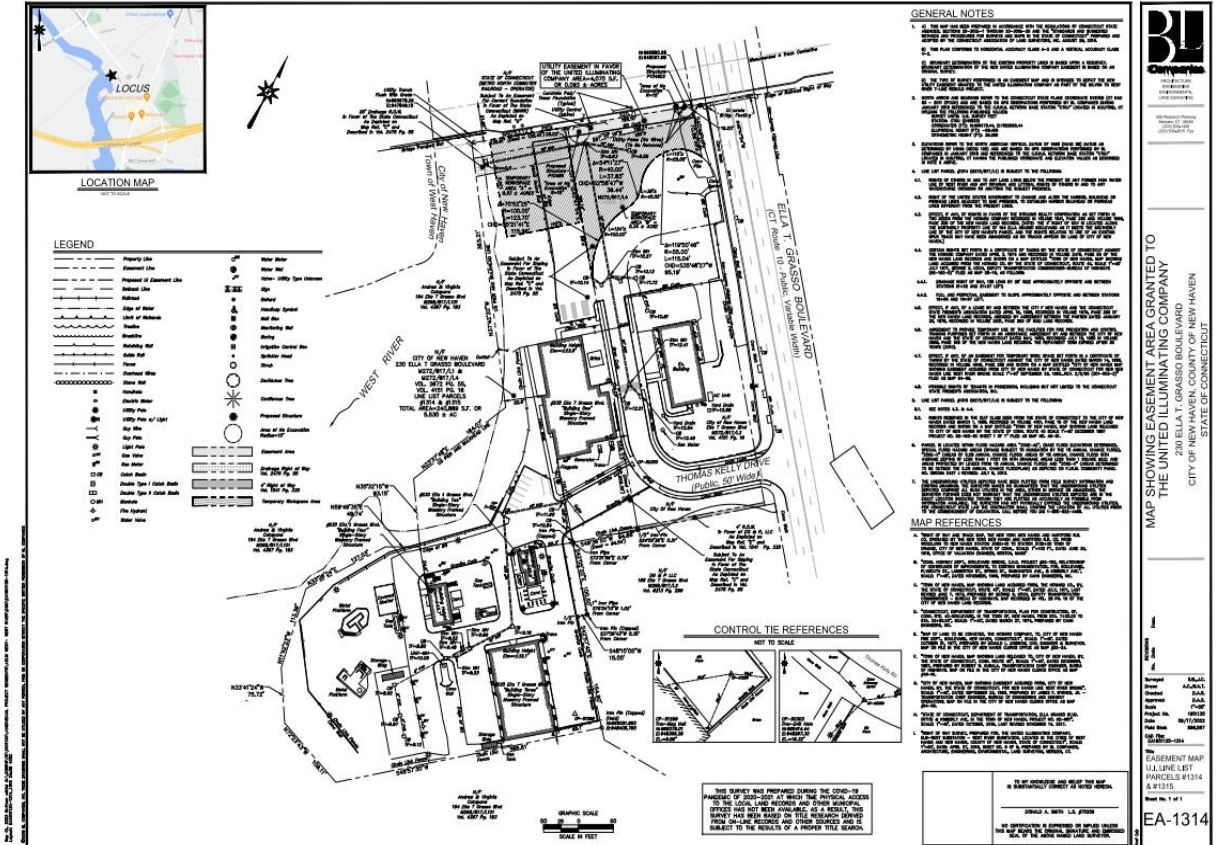
Exhibit A

all that certain piece or parcel of land, with the improvements thereon, situated in the City and County of New Haven and State of Connecticut shown on a map entitled "Map of Land To Be Conveyed The Howard Company to City of New Haven Fire Dept. Boulevard, New Haven, Connecticut Scale 1" = 40' October 21, 1977 Donald L. Disbrow Civil Engineer & Surveyor" to be filed in the New Haven Town Clerk's Office, which said premises contain 5.098 acres and are bounded and described as follows:

Beginning at an iron pin set at the juncture of land of The State of Connecticut and land now or formerly of Penn Central Transportation Co., as shown on said map;  
thence running S 40°-48'-21" E 558.32 feet by land of the State of Connecticut to an iron pin as shown on said map;  
thence running S 49°-36'-50" W 94.54 feet by land now or formerly of John C. Maturo to an iron pin as shown on said map;  
thence running S 42°-05'-20" E 100.50 feet by land now or formerly of said John C. Maturo to an iron pin as shown on said map;  
thence running S 48°-10'-05" W 15.00 feet by land now or formerly of said John C. Maturo to an iron pin as shown on said map;  
thence running S 42°-57'-45" E 154.90 feet by land now or formerly of said John C. Maturo to an iron pin as shown on said map;  
thence running S 48°-57'-30" W 388.61 feet by other land of the Grantor to an iron pin as shown on said map;  
thence running N 72°-23'-43" W by other land of the Grantor, 109.11 feet;  
thence running N 33°-41'-24" W by other land of the Grantor, 75.72 feet;  
thence running N 11°-42'-23" W by other land of the Grantor, 113.36 feet;  
thence running N 33°-26'-24" E by other land of the Grantor, 127.03 feet;  
thence running N 59°-49'-35" E by other land of the Grantor, 49.74 feet;  
thence running N 35°-32'-15" W by other land of the Grantor, 93.15 feet to a point on the U.S. Pier and Bulkhead Line of West River, as shown on said map;  
thence running N 23°-37'-48" E along the U.S. Pier & Bulkhead Line of West River as shown on said map, 164.07 feet;  
thence running N 37°-42'-20" W along the U.S. Pier & Bulkhead Line of West River, 363.31 feet to an iron pin as shown on said map;  
thence running N 50°-53'-34" E by land now or formerly of Penn Central Transportation Co., 135.42 feet to the iron pin at the point and place of beginning.

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Exhibit B  
Drawing



## TEMPORARY WORKSPACE AREA “A”

A portion of that parcel of land shown on Plan entitled “EASEMENT MAP U.I. LINE LIST PARCEL #1314 & #1315” with a scale of 1”=50’, dated 06/17/2022, sheet 1 of 1 prepared by BL Companies situated in City of New Haven, County of New Haven, State of Connecticut being more particularly described as follows:

**COMMENCING** at the Northeasterly corner of said property with coordinates of N:665880.58, E:948097.98; (CT SPC NAD 83 – 2011 EPOCH) THENCE S 50°53'12" W a distance of 185.10 feet to the **POINT OF BEGINNING**.

THENCE S 40°47'54" E a distance of +/- 131 feet to a point;

THENCE in a Southwesterly direction +/- 110 feet to a point;

THENCE in a Northwesterly direction +/- 134 feet to a point;

THENCE N 50°53'12" E a distance of +/- 110 feet to the **POINT OF BEGINNING.**

Containing 14,375 Square Feet (0.33 Acres) more or less.

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