

EWS-1315
After recording, please return to:
The United Illuminating Company
180 Marsh Hill Road
Orange, CT 06477-3629
Energy Land Management

EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that **City of New Haven**, a municipal corporation, having an office or place of business at 165 Church Street in the City of New Haven in the state of Connecticut (hereinafter called “Grantor”), for valuable consideration received to its full satisfaction from **THE UNITED ILLUMINATING COMPANY** (hereinafter called “UP” or “Grantee”), a corporation organized and existing under the laws of the State of Connecticut and having its principal place of business in the City of Orange, County of New Haven in the State of Connecticut, does hereby give, grant, bargain, sell and confirm unto Grantee, and unto its successors and assigns, forever, the right, privilege, and authority to construct, reconstruct, erect, install, maintain, inspect, control, repair, expand, remove, replace, relocate and operate poles, towers, circuits, lines, cables (including fiber optic and communication cables), wires, filaments, crossarms, guy wires, anchors, monuments, guy stubs and related structures and equipment, and conductors, antennas, and other structures used for the conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communication of any character and any other appurtenances as Grantee may from time to time require (hereinafter collectively called the “Facilities”), upon, along, across, over and under certain property (hereinafter called the “Easement Area”) which Easement Area is more particularly described in **Exhibit A** and shown as “Utility Easement in favor of United Illuminating” on a drawing entitled “Map Showing Easement Area Granted to The United Illuminating Company 230 Ella T. Grasso Boulevard, City of New Haven, County of New Haven, State of Connecticut,” Dated June 17, 2022, Scale 1” = 50, Sheet No. EA-1314-1315 (the “Drawing”), a copy of which will be filed with the New Haven Town Clerk and is attached as **Exhibit B** hereto and made a part hereof. The Easement Area is situated within that certain piece or parcel of land located at **230 Ella T. Grasso Boulevard (also known as Ella T. Grasso Boulevard)**, New Haven, Connecticut (the “Property”), and more particularly bounded and described on **Exhibit C** attached hereto and made a part hereof.

Also included in this Easement is the right of temporary use and entry upon, across and over that area of land on the Property more particularly described and shown on the Drawing(s) as “Temporary Workspace Area “B”” to be used during construction and installation of the Facilities. Grantee’s right of use and entry with respect to the Temporary Workspace Area shall expire twelve (12) months after completion of construction, and in no event shall said use and entry rights be effective after thirty-six (36) months after the execution date of this instrument.

Together with the right (a) 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 Facilities; (b) to enter upon, travel and transport materials and equipment over and upon the Easement Area, Temporary Workspace Area and the Property; (c) of reasonable access over and across the Property and other adjoining land of Grantor to the Easement Area; and (d) if necessary or convenient in connection therewith, to grade, excavate, fill or otherwise improve the Easement Area, all in the exercise of said right, privilege and authority.

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Grantee, by its acceptance hereof, agrees, for itself and its successors and assigns, that upon completion of any construction, installation, maintenance, inspection, repair, removal or replacement of its Facilities that significantly disturbs the surface of any portion of the Easement Area, such disturbed surface area shall be restored by Grantee to its former condition to the extent reasonably practicable, given the presence of the Facilities. Such restoration, however, will not include the replacement or other restoration of such trees, parts of trees (including limbs and branches), underbrush, roots, flowers or other growth as may be removed at any time pursuant to the rights herein granted.

Grantee reserves the right, at any time and from time to time, to (i) trim and keep trimmed, cut, take down and remove any or all trees, parts of trees (including limbs and branches), underbrush, roots, flowers or other growth: (A) within the Easement Area, (B) on the Property and any other adjoining land of Grantor and in each case which may interfere with the exercise of any of the rights and /or easements herein granted, or (C) which may create a hazard; (ii) control the growth of such trees, parts of trees (including limbs and branches), underbrush, roots, flowers and other growth, in each case by the use of mechanical means, chemicals or otherwise, and the right, but not the obligation to dispose of all wood cut; and (iii) remove any structures (including, but not limited to, sheds, garages, and other installations), improvements, retaining walls, above or below ground swimming pools, decks, rocks, and other obstructions within or projecting into the Easement Area, in each case without payment thereof.

The easements and other rights granted herein to use and occupy the Easement Area shall include all surface and air rights thereover, and such subsurface rights as may be necessary to install and maintain the Facilities.

If any part of the land within the limits of the Easement Area is now or may hereafter become a public street or a highway or a part thereof, permission, as provided in the General Statutes of Connecticut relating to adjoining land owners, is hereby given to Grantee, and its successors and assigns, to use that part for the purposes and in the manner above described.

No cessation of use or operation of all or any portion of said easements or rights or of the Easement Area by Grantee shall be deemed an abandonment thereof resulting in the termination of any aspect of the easements and/or right or of the Easement Area, 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 right or in the Easement Area.

Grantor shall not convey any new or additional easements to any third parties within or across the Easement Area which may, in the opinion of Grantee, (1) interfere with the exercise of any of the rights and/or easements granted herein without Grantee's prior review and consent, which will not be unreasonably withheld, and/or (2) may create a hazard.

Grantor agrees, for itself and its successors and assigns, that each and every part of the Facilities shall be and remain the sole and exclusive personal property of UI.

Grantor further agrees, for itself and its successors and assigns, that neither Grantor, nor any servant, agent, employee or contractor of Grantor, its successors or assigns, shall have any ownership in, and/or right of attachment or other access to, each and every part of the Facilities without the prior written consent of UI.

Grantor further agrees, for itself and its successors and assigns, that neither Grantor, nor any servant, agent, employee or contractor of Grantor, its successors or assigns, shall either erect any structure

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or equipment, or plant any tree or shrub in a location, or change the grade of, excavate, fill or flood the Easement Area or adjoining land in a manner that, in the sole judgment of Grantee, will interfere with or endanger the operation or maintenance of any of the Facilities or Grantee's right of access to the same. In no event shall (x) any area within a fifteen (15) foot radius around any Facilities of Grantee be excavated or removed; or (y) any other land within the Easement Area or adjoining land be excavated or removed if such excavation or removal would endanger any Facilities or would interfere with the proposed use of such areas for the erection, construction and maintenance of any Facilities.

Grantor further agrees, for itself and its successors and assigns, that if any work in connection with any improvement now or hereafter situated on the Property might be liable to cause damage to or otherwise adversely affect any of the Facilities, then no such work shall be commenced by Grantor, nor any servant, agent, employee or contractor of Grantor, its successors or assigns, unless and until Grantee shall have been given prior written notice of the same and given an opportunity to take such measures as it deems necessary to provide protection for the Facilities.

Whenever the context of this instrument shall so require, but not when this instrument indicates otherwise, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural. 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 Grantor's successors and assigns.

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

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the ____ day
of _____, 20__.

Signed, sealed and delivered
in the presence of:

FIRST WITNESS

Signature: _____
Print Name: _____

GRANTOR
City of New Haven

By: _____

Its:

SECOND WITNESS

Signature: _____
Print Name: _____

STATE OF _____)
 : _____ , 20__
COUNTY OF _____) (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 _____, 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:
Commissioner of the Superior Court/
Notary Public
My Commission Expires:

Exhibit A
Easement Area

UTILITY EASEMENT
DESCRIPTION

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); said point being the **POINT OF BEGINNING**.
THENCE S 40°49'10" E a distance of 16.00 feet to a point;
THENCE S 47°10'19" W a distance of 185.14 feet to a point;
THENCE N 40°47'54" W a distance of 28.00 feet to a point;
THENCE N 50°53'12" E a distance of 185.10 feet to the **POINT OF BEGINNING**.

Containing 4,070 Square Feet (0.093 Acres) more or less.

TEMPORARY EASEMENT AREA "B"
DESCRIPTION

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:

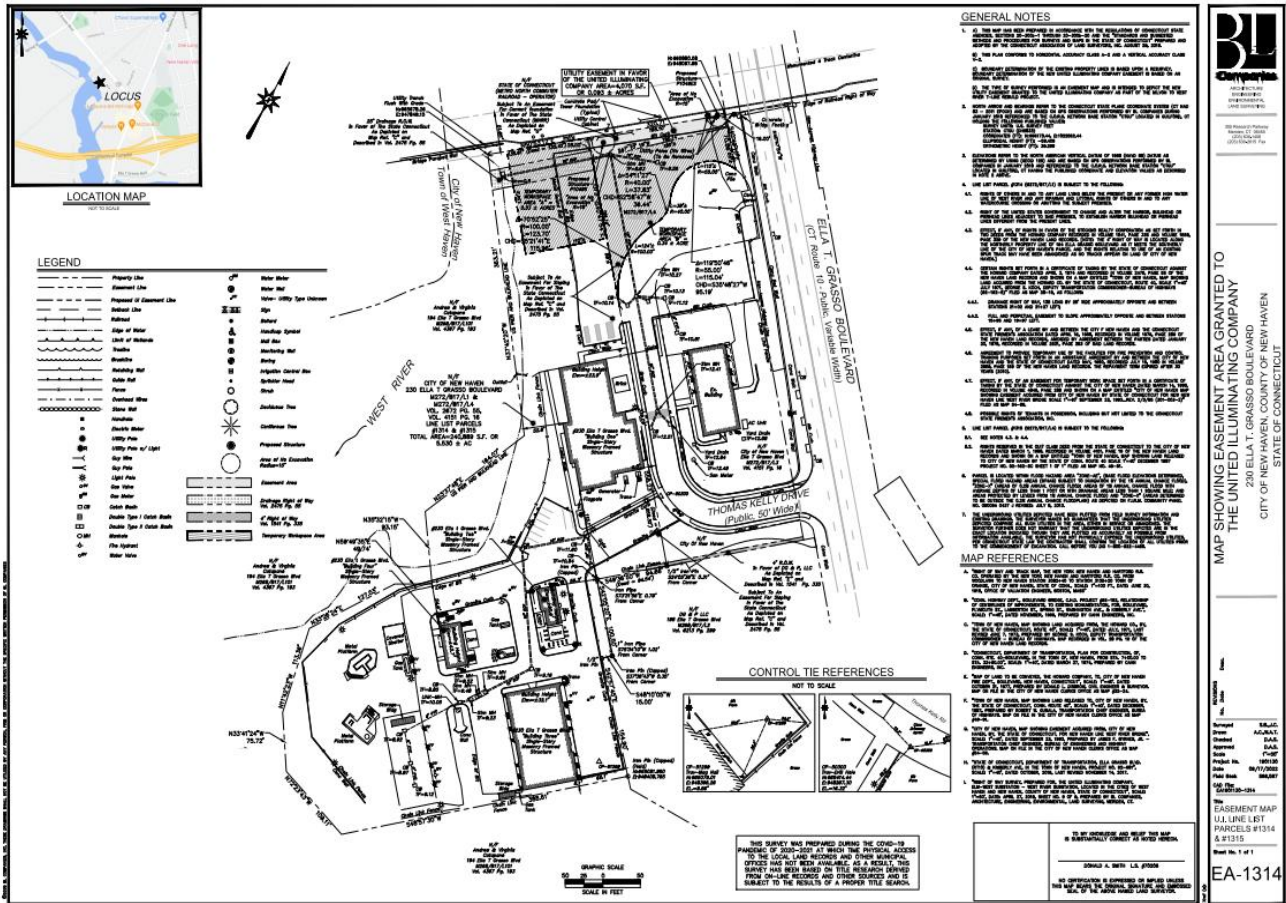
COMMENCING at the Northeasterly corner of said property with coordinates of N:665880.58, E:948097.98; (CT SPC NAD 83 – 2011 EPOCH) THENCE S 40°49'10" E a distance of 16.00 feet to the **POINT OF BEGINNING**.
THENCE S 40°49'10" E a distance of +/- 55.00 feet to a point;
THENCE along a curve in a Southwesterly direction having a radius of 55.00 feet, arc length of 115.04 feet, chord bearing S 35°48'27" W and a chord length of 95.19 feet to a point;
THENCE along a curve in a Southwesterly direction having a radius of 40.00 feet, arc length of 37.83 feet, chord bearing S 02°58'47" W and a chord length of 36.44 feet to a point;
THENCE along a curve in a Southwesterly direction having a radius of 100.00 feet, arc length of 123.70 feet, chord bearing S 05°21'41" W and a chord length of 115.96 feet to a point;
THENCE N 40°47'54' W a distance of 191.14 feet to a point;
THENCE N 47°10'19" E a distance of +/- 185.14 feet to the **POINT OF BEGINNING**.

Containing 14,810 Square Feet (0.34 Acres) more or less.

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Grantor Initials

Exhibit B
Drawing(s)



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Exhibit C
Property

Those three certain parcels of land situated in the Town of New Haven, County of New Haven and State of Connecticut, on the southwesterly side of Conn. Route 40, Boulevard, containing a total of 1.522 acres, more or less, bounded and described as follows:

Parcel No. 1, containing 0.958 of an acre, more or less:

- NORTHEASTERLY - by Conn. Route 40, Boulevard, in part non-access, 315 feet, more or less;
- SOUTHEASTERLY - by Access Road "A" (City of New Haven), 87 feet, more or less, by a line designated "Street & Release Line," as shown on the map hereinafter referred to;
- SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY - by Access Road "A" (City of New Haven), 79 feet, more or less, by a line designated "Street & Release Line," as shown on said map;
- SOUTHWESTERLY - by Access Road "A" (City of New Haven), 214.25 feet, by a line designated "Street & Release Line," as shown on said map;
- SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY - by Access Road "A" (City of New Haven), 79 feet, more or less, by a line designated "Street & Release Line," as shown on said map;
- NORTHWESTERLY - by Access Road "A" (City of New Haven), 85 feet, more or less, by a line designated "Street & Release Line," as shown on said map.

Parcel No. 2, containing 0.142 of an acre, more or less:

- NORTHEASTERLY - by Conn. Route 40, Boulevard, 27 feet, more or less;
- SOUTHEASTERLY - by land now or formerly of John Carme Maturo, 188 feet, more or less;
- SOUTHWESTERLY - by land now or formerly of the City of New Haven, 46 feet, more or less;
- NORTHWESTERLY - by land now or formerly of the City of New Haven (Fire Department Drive), 33 feet, more or less;
- NORTHERLY AND NORTHWESTERLY - by Access Road "A" (City of New Haven), a total distance of 167 feet, more or less.

Parcel No. 3, containing 0.422 of an acre, more or less:

- NORTHEASTERLY - by Conn. Route 40, Boulevard, 70 feet, more or less;
- GENERALLY SOUTHEASTERLY AND EASTERLY - by Access Road "A" (City of New Haven), a total distance of 276 feet, more or less, by a line designated "Street & Release Line," as shown on said map;
- SOUTHWESTERLY - by land now or formerly of the City of New Haven, 217 feet, more or less, by a line designated "Release Line," as shown on said map;
- NORTHWESTERLY - by land now or formerly of Penn Central Transportation Co., 186 feet, more or less.

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