

After recording, return to:

Murtha Cullina LLP
One Century Tower
265 Church Street
New Haven, Connecticut 06510
Attn: Jodie L. Driscoll, Esq.

EASEMENT AGREEMENT

2024-[]

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:

KNOW YE THAT THE CITY OF NEW HAVEN, CONNECTICUT, a political subdivision of the State of Connecticut having its principal office and place of business in the City of New Haven, County of New Haven and State of Connecticut (hereinafter referred to as the "**Grantor**"), for the consideration of One Dollar (\$1.00) and other valuable consideration, received to its full satisfaction of **SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY**, a public corporation and political subdivision of the State of Connecticut and having its principal place of business located at 90 Sargent Drive, in the City of New Haven, County of New Haven and State of Connecticut (the "**Grantee**"), does hereby give, grant and sell unto the said Grantee, and unto its successors and assigns forever a perpetual and permanent easement (the "**Easement**") for the purpose of allowing Grantee to install, lay, maintain, operate, construct, use, alter, repair, replace, remove and rebuild one or more valve vaults, with such appurtenances as are needed therefor (the "**Facilities**"), upon, over, across and under the Easement Area (as defined below) and together with the right to enter upon, under, over and across the Easement Area for the purpose of installing, laying, inspecting, maintaining, repairing, renewing, replacing, relocating, protecting, operating and making connections to said pipes or mains from time to time as needed for the transportation and/or supply of water.

It is further agreed between Grantor and Grantee as follows:

1. The Easement shall be on that certain piece or parcel of land located at 125 Barnes Avenue, situated in the City of New Haven, County of New Haven and State of Connecticut (the "**Easement Parcel**"), said Easement being shown and designated as "Permanent Easement" on that certain map entitled "Limited Property/Boundary Survey Easement Map Prepared for South Central Connecticut Regional Water Authority for 125 Barnes Avenue New Haven, Connecticut", prepared by Juliano Associates dated September 20, 2024 (the "**Easement Plan**"), which Easement Plan is or will be filed simultaneously herewith in the City Clerk's office in said City of New Haven. The location of the Easement on the Easement Parcel as shown on the Easement Plan shall be referred to herein as the "**Easement Area**". A copy of the Easement Plan is attached hereto as **Exhibit A** and incorporated herein by this reference. A legal description of the Easement Area is attached hereto as **Exhibit B-1** and incorporated herein by this reference.
2. In addition to the above-granted rights, Grantee shall have the right of temporary use and entry upon, across and over that area of land on the Easement Parcel more particularly shown on the Easement Plan as "Temporary Workspace Easement" to be used during construction and installation of the Facilities (the "**Temporary Workspace Area**"). Grantee's right of use and entry with respect to the Temporary Workspace Area shall expire twenty-four (24) months from the date hereof. A legal description of the Temporary Workspace Area is attached hereto as **Exhibit B-2** and incorporated herein by this reference.
3. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, the perpetual right, upon twenty-four (24) hours' notice (except in an emergency), during reasonable time or times, to enter upon the

Easement Area at such point or points as Grantee may deem expedient or necessary for the purpose of exercising its rights under this Easement Agreement.

4. Grantee shall have the right within the Easement Area to install security fencing and access gate(s), cut trees and shrubbery or perform other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said valve vaults and all appurtenances thereto, in each case subject to obtaining all necessary permits, if any. Upon any disturbance by Grantee of the Easement Area, Grantee shall restore the disturbed area to its prior condition or as close thereto as reasonably possible; provided, however, Grantee shall have no obligation to plant or replant trees and shrubbery in the Easement Area. Grantee agrees, as long as and to the extent Grantee uses the Easement Area, Grantee will repair and maintain the Easement Area, at its sole cost and expense, in a reasonable manner (including, but not limited to, snow, ice and debris removal, and landscaping).
5. Any valve vaults, and all appurtenances thereto installed by Grantee on, in or under the Easement Area from time to time shall be and remain the property of Grantee and shall be maintained, repaired and replaced as required by Grantee. Grantor agrees for itself and its successors and assigns that neither Grantor, nor any servant, agent, employee of Grantor, its successors or assigns, shall have any ownership in, and/or right of attachment or other access to, the Facilities, without the prior written consent of the Grantee. Grantor has no obligation to repair, maintain or replace said lines, pipes or mains, unless necessitated by Grantor's negligence in which case Grantor shall be responsible for all costs and expenses pertaining thereto including but not limited to (i) Grantee's attorneys' fees and (ii) any claims arising from Grantor's negligence.
6. Grantor covenants and agrees, for itself, its heirs, successors and assigns, that it will not (1) disturb or damage said valve vaults and appurtenances; (2) build, erect, construct, or allow to be built, erected, or constructed any buildings, structures or other improvements in the Easement Area; (3) allow planting of trees or shrubbery in the Easement Area; (4) attach anything temporarily or permanently, to any property of Grantee in the Easement Area; and (5) dump, place, store, or allow to be dumped, placed or stored, any dirt, gravel or other earth material or other fill in the Easement Area, all other than by or on behalf of Grantee, without the prior express approval of Grantee, which approval shall not be unreasonably withheld or delayed.
7. Grantor further covenants and agrees, for itself, its heirs, successors and assigns, that it will not remove, excavate, cut, or allow to be removed, excavated or cut any dirt, gravel, earth material or other material from the Easement Area, other than by or on behalf of Grantee, without the prior express approval of Grantee, which approval shall not be unreasonably withheld or delayed.
8. Grantor further agrees that it shall not convey, without prior approval of Grantee, 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 to such Grantee, and/or (2) may create a hazard.
9. The Easement and the rights and interests granted herein run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
10. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
11. Upon expiration or earlier termination of this Easement Agreement, Grantee shall be responsible for restoring the Premises to the Existing Condition, including, but without limitation, that there be no tripping hazards left on the Premises.
12. Grantee hereby agrees to defend, indemnify and hold harmless Grantor and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses,

judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of Grantee, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with the exercise of Grantee's rights under this Easement Agreement except such Claims caused by or resulting from the negligence or willful act of the Grantor or its officers, agents, servants or employees.

13. (a) Grantee shall purchase from and maintain, with a company or companies with an A- or greater A.M. Best & Co. rating acceptable to Grantor and lawfully authorized to do business in the State of Connecticut, such insurance as will protect Grantor, the New Haven Board of Education (the "BOE") and Grantee from all Claims which may arise out of or result from the exercise of Grantee's rights under this Easement Agreement and/or by Grantor's contractors and subcontractors and other invitees or permittees who may use or enter upon the Easement Area pursuant to this Easement Agreement for which Grantee is or may be legally liable.
- (b) Grantee shall not act nor permit any actions on or at the Easement Area which are or may be contrary to law or which will invalidate or be in conflict with any policy of insurance at any time carried by or for the benefit of Grantee and/or the BOE hereunder.
- (c) Without prejudice to the generality of Section 12(a) above, Grantee shall obtain and maintain and shall be responsible for ensuring that all contractors and subcontractors shall obtain and maintain, Commercial General Liability coverage including:

(i) a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate;

(ii) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000);

(iii) Medical Payments Liability Limit of not less than Five Thousand Dollars (\$5,000);

which may be provided by a combination of an Umbrella and/or Excess Liability policy(ies).

- (d) Coverage must include the following endorsements:

(i) Blanket Contractual Liability for liability assumed under this Easement Agreement;

(ii) Severability of Interests; and

(iii) that the insurance provided is to be primary for Grantor, the BOE and all other indemnitees named in this Easement Agreement.

- (e) Grantee must carry and shall be responsible for ensuring that all contractors and subcontractors carry, Workers' Compensation insurance as follows:

(i) Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction.

(ii) Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

(iii) Extensions of Coverage requires:

Other States Endorsement

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation or non-renewal.

- (f) The insurance required hereunder shall be written for not less than the limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption for so long as this Easement Agreement shall remain in full force and effect.
- (g) For all policies required hereunder, Grantee hereby waives (or shall cause to be waived) subrogation against Grantor, the BOE and any and all other indemnitees, and all such policies shall name Grantor and the BOE as Certificate Holders and, except for Worker's Compensation, additional insureds. Further, each such policy shall provide that Grantee will endeavor to give a minimum of thirty (30) days' written notice to Grantor prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage. Grantee shall furnish Grantor with the insurance policy(ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations hereunder on or prior to the commencement of this Easement Agreement, and thereafter upon any renewal or replacement of the same.
- (h) Grantee shall notify Grantor whenever fifty percent (50%) of the aggregate limits required hereunder are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, Grantee agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Grantee.
- (i) Unless requested otherwise by Grantor, Grantee and Grantee's insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of Claims or in the defense of any suit brought against Grantor.
- (j) Any deductible or self-insured retention must be declared to, and approved by, Grantor. All deductibles or self-insured retentions are the sole responsibility of Grantee to pay and/or to indemnify Grantor.

TO HAVE AND TO HOLD all Grantor's right, title and interest in the above granted and bargained Easement and right of way and their appurtenances to Grantee, its successors and assigns forever.

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement Agreement this ____ day of _____, 2024.

WITNESSES

CITY OF NEW HAVEN

Name: _____

By: _____
Its
Hereunto Duly Authorized

Name: _____

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
John R. Ward, Special Counsel to
Economic Development

STATE OF CONNECTICUT :
:
COUNTY OF NEW HAVEN :

ss: New Haven _____, 2024

Personally appeared _____ of the City of New Haven, Connecticut, a political subdivision of the State of Connecticut, signer and sealer of the within instrument, who acknowledged that the signing and sealing thereof was his/her free act and deed as such _____ and the free act and deed of said political subdivision, before me.

Name:
Commissioner of the Superior Court
Notary Public
My Commission Expires:

WITNESSES

SOUTH CENTRAL CONNECTICUT REGIONAL
WATER AUTHORITY

Name:

By: _____
Sunder Lakshminarayanan
Its Vice President Engineering and
Environmental Services
Hereunto Duly Authorized

Name:

STATE OF CONNECTICUT :
:
COUNTY OF NEW HAVEN :

ss: New Haven

_____, 2024

Personally appeared Sunder Lakshminarayanan, Vice President Engineering and Environmental Services of the South Central Connecticut Regional Water Authority, Connecticut, a political subdivision of the State of Connecticut, signer and sealer of the within instrument, who acknowledged that the signing and sealing thereof was his free act and deed as such Vice President Engineering and Environmental Services and the free act and deed of said subdivision, before me.

Name:
Commissioner of the Superior Court
Notary Public
My Commission Expires:

EXHIBIT A

The Easement Plan

[See attached]

DRAFT

EXHIBIT B-1

The Easement Area

Beginning at a point on the westerly street line of Barnes Avenue, said point being the northeasterly most corner of land now or formally the City of New Haven School (#125 Barnes Avenue, New Haven).

Thence at a bearing S 34°35'50" W a distance of 168.75 feet to a point on the northern street line of Foxon Boulevard (Connecticut Route 80).

Thence along Foxon Boulevard at a bearing N 61°47'55" W a distance of 85.72 feet.

Thence at a bearing N 28°12'05" E a distance of 23.92 feet.

Thence along a curve turning to the left having an interior angle of 52°53'32", a radius of 124.55 feet and an arc length of 114.98 feet.

Thence at a bearing N 37°09'03" E a distance of 34.60 feet.

Thence at a bearing N 32°56'41" E a distance of 26.03 feet to the westerly street line of Barnes Avenue.

Thence along Barnes Avenue following a curve turning to the left with an interior angle of 07°07'01", a radius of 250.00 feet and an arc length of 31.05 feet to the Point of Beginning.

Said parcel has an area of 8,231± square feet (0.19± acres).

DRAFT

EXHIBIT B-2

The Temporary Workspace Area

Beginning at a point on the westerly street line of Barnes Avenue, said point being the northeasterly most corner of land now or formally the City of New Haven School (#125 Barnes Avenue, New Haven).

Thence at a bearing S 34°35'50" W a distance of 168.75 feet to a point on the northern street line of Foxon Boulevard (Connecticut Route 80).

Thence along Foxon Boulevard at a bearing N 61°47'55" W a distance of 85.72 feet to the TRUE POINT OF BEGINNING.

Thence at a bearing N 61°47'55" W a distance of 16.50 feet.

Thence at a bearing N 27°43'01" E a distance of 17.03 feet.

Thence along a curve turning to the left with an interior angle of 08°14'00", a radius of 124.55 feet, and an arc length of 17.90 feet.

Thence at a bearing S 28°12'05" W a distance of 23.92 feet to the True Point of Beginning.

Said parcel has an area of 336± square feet (0.01± acres).

