ITEM NO. 11
FILE NO. 577

Resolution Authorizing Acceptance of Parking Lot Easement

WHEREAS the Town of West Hartford operates a substantial municipal parking lot system within West Hartford Center; and

WHEREAS the municipal parking lot system is operated on several parcels of property, some of which are owned by the Town and some of which are leased from private property owners; and

WHEREAS the owner of 980A Farmington Avenue has offered to grant to the Town an easement granting the permanent use of a portion of its property as part of the Town's municipal parking lot system

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF WEST HARTFORD THAT the attached easement is accepted on behalf of the Town of West Hartford.

(Van Winkle)
1/27/15

RECEIVED
JAN 12 2015
TOWN CLERK/TOWN COUNCIL OFFICE
West Hartford, CT

PARKING LOT EASEMENT

Know all men by these presents that SARJAC PARTNERS, LLC (hereinafter "Grantor"), which is the owner of property known as 980A Farmington Avenue in West Hartford, Connecticut, for good and valuable consideration received to its full satisfaction of the Town of West Hartford (hereinafter referenced as "Grantee"), does hereby grant unto the said Grantee, its successors and assigns forever an easement in, over, under, upon and across the property of the Grantor for use in conjunction with the Grantee's municipally-operated parking lot on lands adjacent to the easement area and for such purposes as a public parking lot may ordinarily be used. Said easement area and its particular permitted uses being more particularly described as follows:

Beginning at a point in the westerly property line of property known as 980A Farmington Avenue, said point being the inside corner of the building structure between 980A Farmington Avenue and 982 Farmington Avenue, which is approximately ninety-nine (99) feet northerly of the north street line of Farmington Avenue;

Thence running in a northerly direction along the westerly property line of said 980A Farmington Avenue, a distance of seventy-one and fifty one hundredths (71.50) feet, plus or minus, to a point in the southerly face of a storage building;

Thence running in an easterly direction along the southerly face of the storage building, a distance of ten (10) feet, plus or minus, to a point in the easterly property line of 980A Farmington Avenue;

Thence running in a southerly direction along the easterly property line of 980A Farmington Avenue, a distance of seventy-one and fifty one hundredths (71.50) feet, plus or minus, to the inside corner of the building structure between 980A Farmington Avenue and 980 Farmington Avenue;

Thence running in a westerly direction along the rear face of the building at 980A Farmington Avenue, a distance of ten (10) feet, plus or minus, to the place and point of beginning.

To have and to hold the above granted rights, privilege and authority unto the said Grantee, its successors and assigns forever, to its own proper use and behoof.

Reserving unto the Grantor, its successors, assigns and tenants free pedestrian and vehicular access to lands and buildings of the Grantor adjoining the easement area for loading, unloading, service, delivery, maintenance, and all other normal activity incidental to the usage of said lands and buildings, including, but not limited to, the removal of any and all kinds of material and equipment. Except as may be specifically provided herein to the contrary, this reservation does not include any license to or for free parking of vehicles, either long term or short term, other than that accorded and offered to all prospective users of the Grantee's municipal parking lot under a program or programs of various adopted and published rates as promulgated by the Grantee from time to time.

The Grantee shall, at the Grantee's sole cost and expense, for the mutual benefit and protection of the Grantor and the Grantee, maintain commercial general liability insurance, with a Contract Liability Endorsement, against claims for personal injury or death and property damage occurring upon, in or about the Easement Area, such insurance to afford protection to the limit of not less than a combined single limit of $2 million (which amount shall, at Grantor's option, increase every five (5) years to the an amount that is not more than the amount of liability insurance then being carried or required by prudent owners of commercial properties in West Hartford Center) per occurrence in respect of personal injury or death and property damage. The Grantee shall deliver to the Grantor, certificates of insurance required under this paragraph naming the Grantor and any mortgagees of the Grantor's property as an additional insureds. The Grantee may self-insure the risks covered by this Paragraph 1, in which event it shall be responsible for all amounts that would have been insured by the insurance provided for herein (such limits not intending to limit the Grantee's liability under this Easement).

All insurance provided for in this Easement shall be effected under valid and enforceable policies, in form and substance standard in the State of Connecticut, issued by insurers of recognized responsibility, qualified to do business in the State of Connecticut unless the

Grantee elects to self-insure. All insurance policies shall be for the benefit of, and shall name as additional insurers, all successors, assigns and mortgagees of the Grantor. Not less than fifteen (15) days prior to the expiration date of any expiring policy, certificates evidencing the renewal of such insurance shall be delivered by the Grantee to the Grantor. All such policies and certificates shall contain an agreement by the insurers that such policy shall not be canceled or materially changed without at least thirty (30) days prior written notice to all insureds, including additional insureds, thereunder.

The Grantee covenants to and does hereby defend, indemnify and hold harmless the Grantor from and against all claims and all reasonable costs, expenses and liabilities (including attorneys fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of or any accident, injury, loss, or damage whatsoever caused to any natural person, or to the property of any person, as shall occur on or in connection with the exercise of the Grantee's rights or obligations under this Easement, to the extent caused by the negligence or willful act or omission of the Grantee or its agents, servants or employees.

If the Grantee hereto fails to comply with any provision herein, then the Grantor or its mortgagee at its option and with ten (10) days prior written notice may proceed to cure the default by the payment of money, performance of work, furnishing of services or other action for the account and at the sole cost and expense of the Grantee (with respect to the portion of the cost in question that the Grantee would have been responsible for if the default had not occurred).

The aforesaid ten (10) day notice period shall not be required if, using reasonable judgment, the Grantor deems that an emergency exists which requires immediate cure. In the event of such emergency, the Grantor shall give whatever notice is reasonable to the Grantee.

Within thirty (30) days of demand therefor, the Grantee shall reimburse the Grantor for any sums reasonably expended by the Grantor due to the default as provided above and for fees, costs and expenses incurred by the Grantor in connection therewith, including without limitation, reasonable attorneys fees, together with interest thereon at the rate of 12% per annum.

In witness whereof, I have hereunto set my hand and seal this ___ day of _____, 2014.

Signed, sealed and delivered
in the presence of:

GRANTOR, SARJAC PARTNERS, LLC

_____

By_____
Its _____, duly authorized

_____

STATE OF CONNECTICUT)
) ss. , 2014
COUNTY OF HARTFORD)

Personally appeared _____, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of SARJAC PARTNERS, LLC before me.

_____
Notary Public/Commissioner of Superior Court