

SUSPENSE

**Resolution Authorizing Execution of
Electric Utility Easement**

WHEREAS the Delamar Hotel is currently under construction on land which is owned by the Town of West Hartford; and

WHEREAS Eversource Energy requires an underground utility easement across the Town's property to provide electrical service to the Delamar Hotel

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF WEST HARTFORD THAT the Town Manager is hereby authorized to execute an easement in favor of Eversource Energy in substantially the form attached hereto and any other ancillary documents which may be necessary to effectuate the same.

(Van Winkle)
7/21/15

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, _____ hereinafter called Grantor, hereby grants to The Connecticut Light and Power Company dba Eversource Energy, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an underground electric distribution system consisting wires, cables, conduits, transformers, transformer pads, pedestals, meters, fixtures and other appurtenances useful for providing electric and communication service (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 the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor 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 southerly side of Memorial Road in the Town of West Hartford, Connecticut, as more particularly described on a map entitled "Easement Plan Map Showing Easement Area to be Granted to The Connecticut Light and Power Company d/b/a Eversource Energy Across the Property of The Town of West Hartford 1 Memorial Road West Hartford, CT Scale: 1"=30' Date: 7/1/2015 File No. E5062" which map has been on or will be filed in the office of the Town Clerk of said Town of West Hartford, Connecticut.

The Grantor agrees, except with the written permission of the Grantee, and except for those improvements shown on the above-referenced plan; provided, however, that said improvements do not interfere with Grantee's access to or operation and maintenance of Grantee's facilities ("Permitted Improvements"), 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. Grantor, its heirs, successors, assigns and agents, shall contact Call Before You Dig prior to commencing installation or maintenance of said Permitted Improvements.

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 and communication 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 the following: (a) any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement and (b) any damage to any Permitted Improvements resulting from the Grantee's exercise of its rights hereunder to access the Easement Area and/or to construct, maintain, replace, relocate, remove and rebuild Grantee's facilities.

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 to any communication company by 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 set its hand and seal this ____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

Witness

Witness

Witness

Witness

(L.S.)

(L.S.)

ACKNOWLEDGMENT

STATE OF CONNECTICUT

S.S.

COUNTY OF _____

On this ____ day of _____, 20__ before me, the undersigned officer, personally appeared _____ 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 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 _____

STATE OF _____

S.S.

COUNTY OF _____

On this ____ day of _____, 20__ before me, the undersigned officer, personally appeared _____ 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 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 _____