

File No. E23139
After recording, return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

GAS DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is acknowledged, the **TOWN OF COLCHESTER**, hereinafter called Grantor, grants unto Yankee Gas Services Company dba Eversource Energy, a specially chartered Connecticut corporation with offices in Connecticut, its successors and assigns (Grantee), with WARRANTY COVENANTS (except for and subject to the matters described in **Schedule A**, attached hereto and made a part hereof), the non-exclusive perpetual right to construct, operate, maintain, repair, replace, relocate, remove and rebuild, across, under and through those portions of the Grantor's lands described herein (Easement Area(s)), distribution systems for gas, consisting of pipes, valves, fixtures and other appurtenances useful for providing gas services and for any other purpose connected with the services or operations of a Public Service Company as defined in the Connecticut General Statutes (Facilities), including underground pipes running from such Facilities and Easement Area(s) to any structures on the Grantor's lands (Services); the right to provide gas service to the Grantor and to others including abutters by means of the same, and the non-exclusive right to enter and cross other land of the Grantor's for the purpose of inspecting, maintaining, repairing, replacing, relocating, rebuilding or removing said Facilities and Services. Together also with the non-exclusive right, after consultation with the Grantor, when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the reasonable judgment of the Grantee are necessary to maintain said Facilities, Services and appurtenances.

Said Easement Area is located on the Grantor's lands on the **westerly** side of **Mill Street** in the Town of **Colchester**, Connecticut, as more particularly described on a map entitled "**Easement Map Depicting Easement Area to be Granted to Yankee Gas Services Company dba Eversource Energy Across the Property of Town of Colchester, 127 Norwich Avenue – Colchester, Connecticut, Scale: 1" = 20' – November 27, 2023, File No. (E23139) by Dutch & Associates Land Surveyors**" which map has been on or will be filed in the office of the town clerk of said Town of **Colchester**, Connecticut.

The Grantor agrees and acknowledges that Grantee shall have the right, with the necessary materials, vehicles, personnel and equipment, to access Grantor's lands including the Easement Areas and to locate, install and operate its Facilities and Services within and from the aforementioned Easement Areas. Grantor further agrees and acknowledges that, except with the written permission of the Grantee no building, structure, or other improvement or obstruction shall be located upon or within the bounds of the Easement and Services Areas, with the exception of: low growth minimal rooting plantings; impervious or other suitable cover for drive, walk and parking areas; or temporary/portable surface facilities such as trash dumpsters. Grantor further agrees that nothing shall be attached, at any time, to any property of the Grantee installed by virtue of this Easement. To facilitate the installation, inspection, repair, replacement, relocation, removal, rebuilding or maintenance of its Facilities and Services, the Grantee may in its reasonable judgment, at its option and without liability to and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed subsequent to the date hereunder which are contrary to the provisions of this Easement. In such event, Grantee shall, at the sole expense of the Grantor, restore the area disturbed to substantially the same condition as existed prior to such work.

By acceptance of this Easement, for as long as and to the extent that Grantee's Facilities, together with all Services and appurtenances located on the Grantor's lands pursuant to this Easement are used to provide gas distribution and service, but subject to the other provisions of this Easement, the Grantee shall install, repair, replace and maintain such Facilities, Services and appurtenances at its own expense. With regard to any installation, repair, replacement or maintenance (Restorations) of said Facilities, Services and appurtenances, the Grantee shall promptly restore the area disturbed to substantially the same condition as existed prior to such Restorations provided, however, that such other restoration shall not include any structures, other improvements or plantings made or installed contrary to the provisions of this Easement. Any relocation of said Facilities and/or Services caused by any action on the part of the Grantor shall be at the sole cost of the Grantor.

By acceptance of this instrument, the Grantee agrees that, upon written request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the sole expense of the Grantor any part of said gas distribution system which the Grantor may reasonably request to be relocated, so long as Grantee determines in its sole discretion that the relocation of said system can be accomplished in accordance with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor, the Grantor's agents or employees.

Any Easement Area herein described and granted, or any interest therein or part thereof, may be assigned by the Grantee, wholly, jointly or in part, to any communication company, public service company or to an entity associated with or succeeding to Grantee's business, and the Grantor hereby agrees to and ratifies any such assignment and acknowledges that the interest so assigned may be utilized by said assignee.

The terms "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

If any third party having an interest in the Grantor's lands, as the same are represented herein, shall initiate an action that will adversely affect Grantee's rights and Easement interests as herein granted, then Grantor, at its sole cost and expense, shall pursue and acquire any legal remedies or instruments as may be required by the Grantee to secure Grantee's Easement

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interests. Grantor shall defend, indemnify and hold harmless the Grantee from and against any and all claims, costs, expenses, judgments, losses or liabilities whatsoever, including reasonable legal fees, arising from such actions.

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 January, 2024.

Signed, sealed and delivered in the presence of:

Witness

Witness

TOWN OF COLCHESTER

By: _____ (L.S.)
Name:
Its:

ACKNOWLEDGMENT

STATE OF CONNECTICUT

S.S. _____

COUNTY OF _____

On this ____ day of January, 2024 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 he/she, being duly authorized to do so, executed the same for the purposes therein contained as his/her and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Name:
Notary Public - Seal Required
My Commission Expires _____

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Schedule A

SAID EASEMENT AREA BEING SUBJECT TO:

1. Real estate taxes to the Town of Colchester on the List of October 1, 2023 and thereafter.
2. Building lines if established, zoning and building regulations, and any and all provisions of any ordinance, municipal regulation or public or private law.