

**From:** Kevin Schwabe <[Kevin.Schwabe@ctwater.com](mailto:Kevin.Schwabe@ctwater.com)>  
**Sent:** Friday, February 26, 2021 1:36 PM  
**To:** 'nthibeault@killinglyea.com' <[nthibeault@killinglyea.com](mailto:nthibeault@killinglyea.com)>  
**Subject:** RE: WM Mark out - School St, Brooklyn

Norm

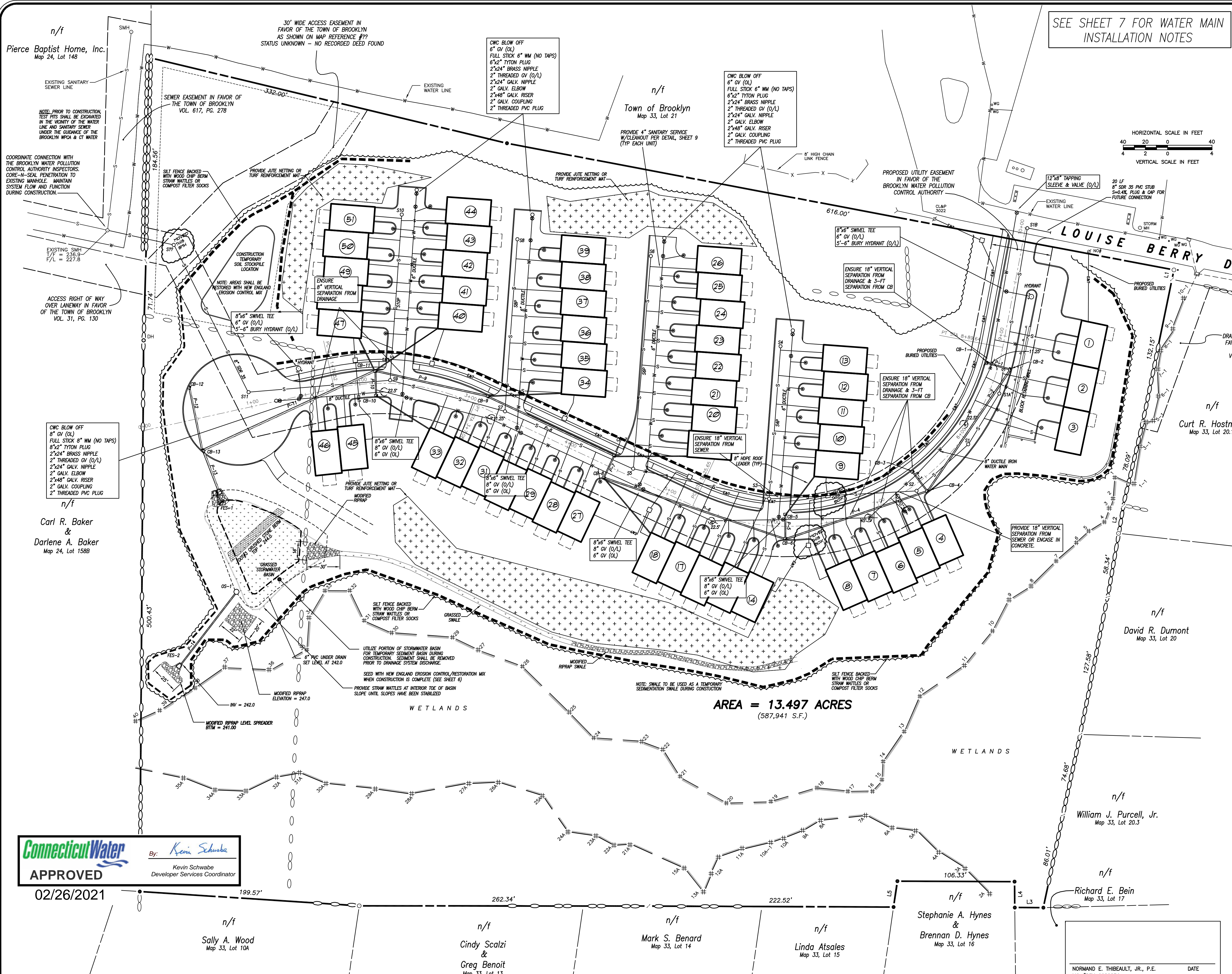
Please accept this email as your plan approval. I've attached sheets 6 & 7 with my approval stamp. When the developer is ready to move forward, please have them contact to me to arrange a meeting to review the paperwork.

You can use this approved plan to generate your easement map. I've also attached our easement policies and procedures for you to consult in the easement map preparation.

Let me know if you need anything else. Thanks

Kevin Schwabe  
Developer Services Coordinator  
Connecticut Water Company  
93 West Main Street  
Clinton, CT 06413  
860-664-6137





SEE SHEET 7 FOR WATER MAIN  
INSTALLATION NOTES

- DRAINAGE GENERAL NOTES:**
1. ALL DRAINAGE PIPE SHALL BE CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE), SMOOTH INTERIOR AS MANUFACTURED BY ADVANCED DRAINAGE SOLUTIONS OR APPROVED EQUAL.
  2. CATCH BASIN TOPS SHALL BE TYPE "C" UNLESS OTHERWISE NOTED.
  3. ALL BASINS SHALL BE INSTALLED WITH 4" SUMPS.
  4. PROVIDE 4" SUMP AND HOODED OUTLET AT TERMINATION CATCH BASIN PRIOR TO DISCHARGE INTO STORMWATER BASIN.

- SANITARY SEWER GENERAL NOTES:**
1. ALL SANITARY SEWER MAINS SHALL BE 8" SDR 35 PVC.
  2. SANITARY SEWER LATERALS TO RESIDENCES SHALL BE 4" SDR 35 PVC AND SHALL BE INSTALLED WITH A MINIMUM 42" OF COVER AND A SLOPE OF 2%.
  3. LATERALS SHALL NOT BE INSTALLED DIRECTLY TO OR WITHIN 5' OF A SANITARY MANHOLE.
  4. SANITARY SEWER SYSTEM CONSTRUCTION IS SUBJECT TO INSPECTION AND APPROVAL BY THE BROOKLYN WPCA. THE CONTRACTOR SHALL SCHEDULE A PRE CONSTRUCTION MEETING WITH THE BROOKLYN WPCA AND NOTIFY THE BROOKLYN WPCA A MINIMUM OF 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
  5. AS-BUILT DRAWINGS SHALL BE SUBMITTED AND APPROVED PRIOR TO PROJECT ACCEPTANCE.

- WATER MAIN & SERVICES:**
1. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE IN ACCORDANCE WITH CT WATER REQUIREMENTS.
  2. TAPS INTO EXISTING MAINS SHALL BE UNDER THE SUPERVISION OF CT WATER REPRESENTATIVES.
  3. WATER SERVICE CONNECTIONS TO THE WATER MAIN SHALL BE PER CT WATER REQUIREMENTS. SERVICES FROM SHUT OFF VALVES TO RESIDENCES SHALL BE 1" HDPE.
  4. HYDRANT REQUIREMENTS AND LOCATIONS SHALL BE DETERMINED BY THE TOWN OF BROOKLYN FIRE MARSHAL.

- TOWN OF BROOKLYN WATER POLLUTION CONTROL AUTHORITY (BWPCA) NOTES:**
1. PRIOR TO ANY WORK BEING CONDUCTED SANITARY SEWER, CONTRACTOR SHALL CONTACT ALAN CARPENTER, P.E., REPRESENTATIVE FOR THE BROOKLYN WPCA. PHONE: 860-208-3394 OR 508-659-7020. EMAIL: ALAN.CARPENTER@CTH2O.COM
  2. THE MAIN TRUNK LINE THROUGH THE SITE BE DEDICATED TO THE BWPCA UNDER A 30 FOOT WIDE EASEMENT (15 FEET EACH SIDE OF THE LINE) FOR OWNERSHIP, CONTROL AND MAINTENANCE RESPONSIBILITY. THE PERMANENT EASEMENT OVER THE MAIN TRUNK LINE WILL NEED TO BE CREATED, APPROVED BY BWPCA AND RECORDED IN THE TOWN OF BROOKLYN LAND RECORDS PRIOR TO ANY CONNECTIONS TO THE SYSTEM.
  3. THE EASTERN TERMINUS MANHOLE IN LOUISE BERRY DRIVE BE A MINIMUM OF 8 FEET DEEP FROM TOP OF FRAME TO INVERT AND AN 8 INCH SDR 35 STUB BE INSTALLED A MINIMUM OF 1 PIPE LENGTH (20 FEET) AT 0.4 FT/FT SLOPE AND CAPPED IN THE EAST FACING INVERT.
  4. THE ENTIRE SYSTEM BE CONSTRUCTED/INSTALLED IN ACCORDANCE WITH THE TOWN OF BROOKLYN WPCA CONSTRUCTION STANDARDS BY THE DEVELOPER. THE SYSTEM TO BE INSPECTED BY BWPCA REPRESENTATIVES DURING CONSTRUCTION, TESTED BY THE DEVELOPER AND CERTIFIED BY HIS ENGINEER AND "CLEARED FOR USE" BY BWPCA REPRESENTATIVES BEFORE THE SYSTEM CAN BE USED.
  5. UNLESS PROVIDED WITH DOCUMENTED PROOF OF ANTICIPATED USAGE, THE BWPCA IS CALCULATING THE ANTICIPATED USAGE AT 22,950 GALLONS PER DAY (51 UNITS X 450 GPD/PER UNIT). PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE SEWER SYSTEM, THE BWPCA REQUIRES A PRE-CONSTRUCTION MEETING BE SCHEDULED BY THE DEVELOPER, TO INCLUDE AT A MINIMUM, AN INVITE TO THE BWPCA 72 HOURS MINIMUM IN ADVANCE OF THE MEETING AND ATTENDANCE BY THE DEVELOPER, HIS ENGINEER, THE GENERAL CONTRACTOR AND UTILITY CONTRACTOR (IF DIFFERENT ENTITIES).
  7. IT IS UNDERSTOOD THAT ALL COSTS RELATING TO THE CREATION OF THIS UTILITY EXTENSION, AND THE LEGAL CONTROL AND DOCUMENTATION OF IT SHALL BE BORNE ENTIRELY BY THE DEVELOPER.
  8. IT IS EXPECTED THAT CONNECTION FEES PER UNIT, BE PAID PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE ONLY GUARANTEE OF SYSTEM CAPACITY AVAILABILITY IS RECEIPT OF THE CONNECTION FEES BY THE BWPCA.

- GENERAL NOTES:**
1. Ownership of the stormwater basin and drainage system shall be the Homeowner's Association. The Town of Brooklyn will not assume responsibility as such.
  2. There shall be no parking along the main access roadway or side drives. Appropriate signage shall be installed accordingly.

DATE	EASEMENT ADDED / ZONE CORRECTION / CT WATER COMMENTS
02/10/2021	PER BWPCA REVIEW
01/27/2021	PER TOWN & ENGINEERING REVIEW
01/04/2021	ADDED TEST PIT DATA
12/07/2020	PER TOWN & ENGINEERING REVIEW
11/13/2020	DESCRIPTION
DATE	REVISIONS

EROSION CONTROL AND UTILITIES PLAN

PREPARED FOR

SHANE POLLOCK

LOUISE BERRY DRIVE  
BROOKLYN, CONNECTICUT

Killingly Engineering Associates  
Civil Engineering & Surveying

114 Westcott Road  
P.O. Box 421  
Killingly, Connecticut 06241  
(860) 779-7299  
www.killinglyengineering.com

DATE: 4/23/2020	DRAWN: DNE
SCALE: 1" = 40'	DESIGN: NET
SHEET: 6 OF 11	CHK BY: ---
DWG. No: CLIENT FILE	JOB No: 20014

NORMAND E. THIBEAULT, JR., P.E.  
LIC #ENR 0022834



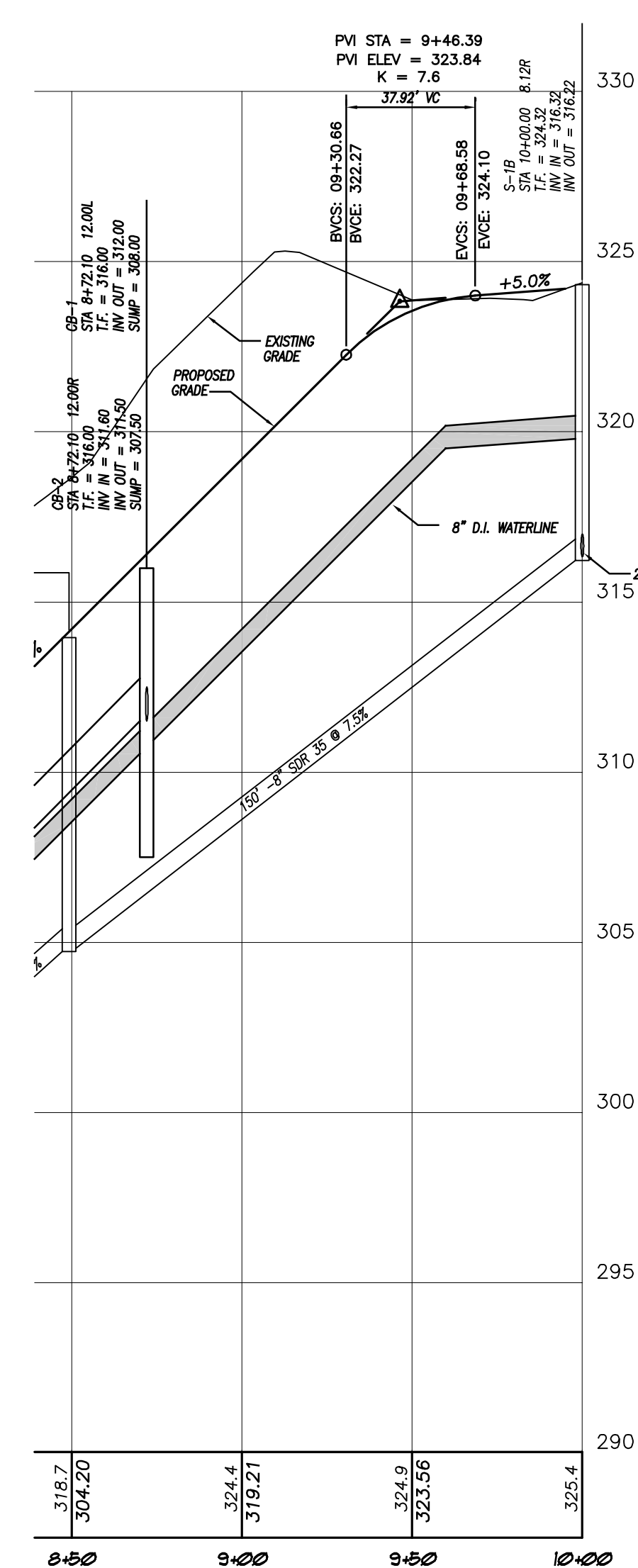
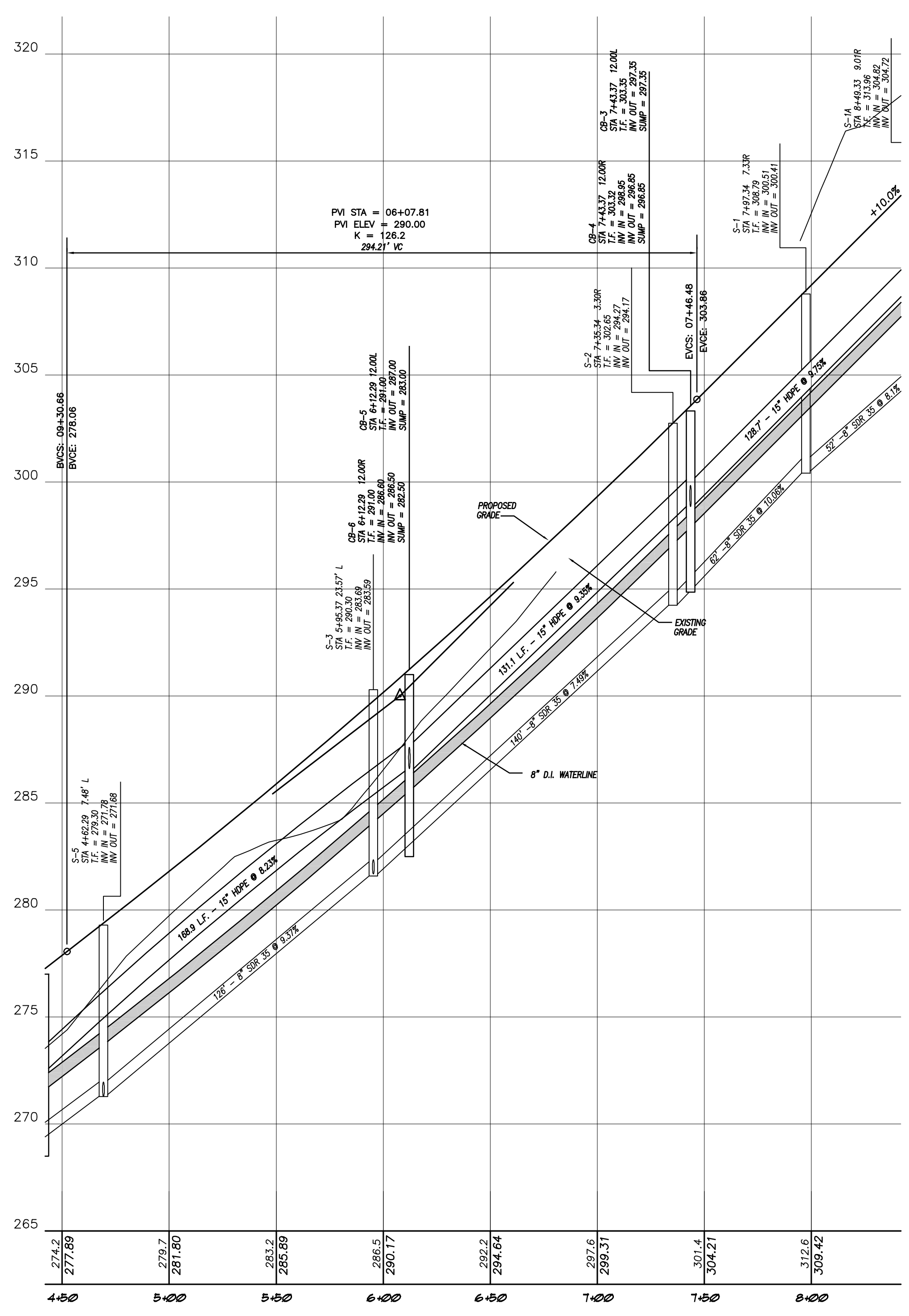
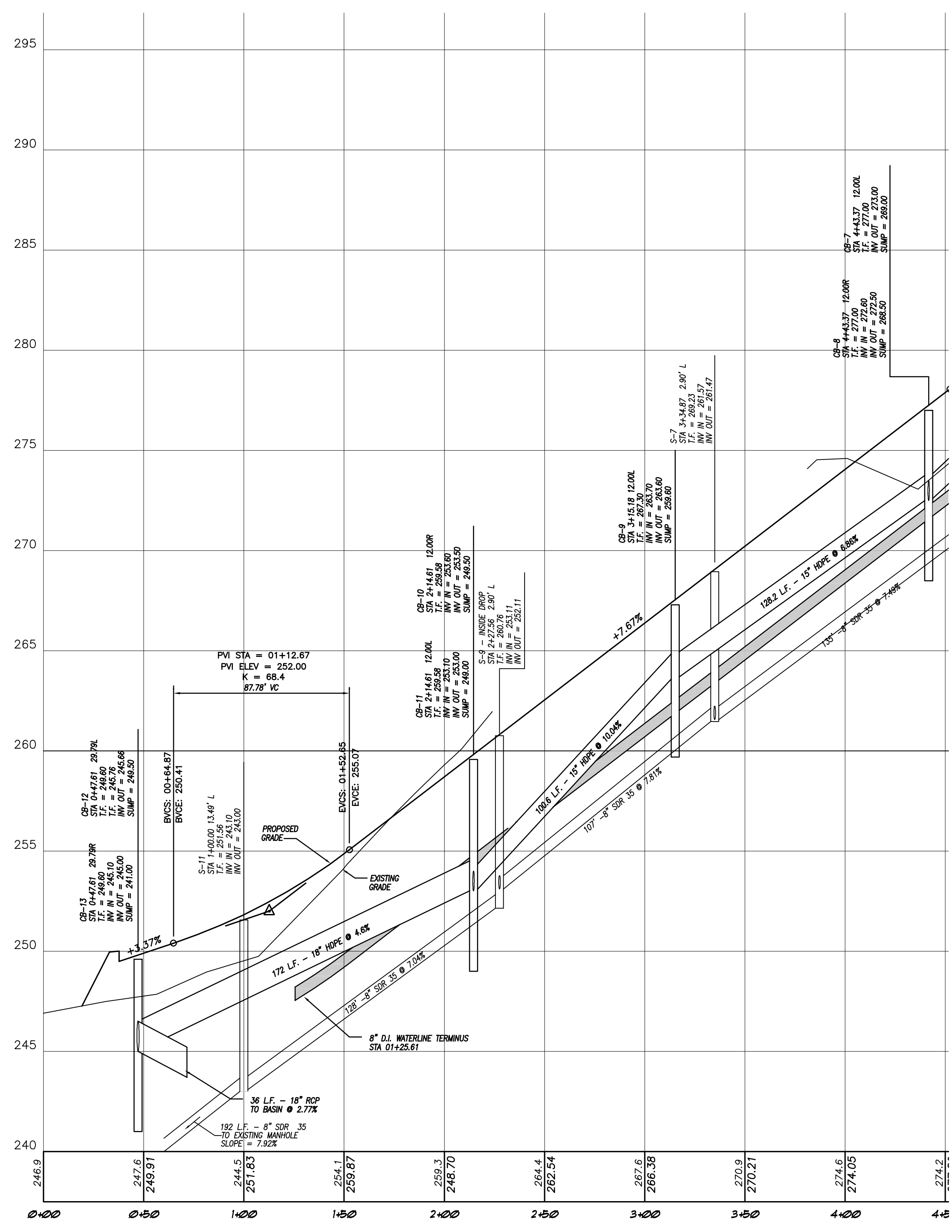
DRAINAGE PIPE SCHEDULE				
LABEL	LENGTH	SLOPE	DIAMETER	MATERIAL
P1	20'	2.0%	12"	HDPE
P2	128.7'	9.75%	15"	HDPE
P3	20'	2.0%	12"	HDPE
P4	131.1'	9.35%	15"	HDPE
P5	20'	2.0%	12"	HDPE
P6	168.9'	8.23%	15"	HDPE
P7	20'	2.0%	15"	HDPE
P8	128.2'	2.96%	15"	HDPE
P9	20'	2.0%	15"	HDPE
P10	20'	1.0%	12"	HDPE
P11	172'	4.6%	18"	HDPE
P12	58'	1.1%	15"	HDPE
P13	36'	2.77%	18"	RCP
P14	80'	0.63%	15"	RCP

SANITARY STRUCTURE SCHEDULE		
LABEL	T.F	F/Lout
S4	296.50	292.50
S6	289.20	285.20
S8	277.50	273.50
S10	267.80	263.80

SANITARY PIPE SCHEDULE		
LABEL	LENGTH	SLOPE
S4P	137'	5.68%
S6P	190'	6.42%
S8P	154'	7.06%
S10P	148'	5.07%

FLARED END SECTIONS		
FES-1	INV = 244.00	18" RCP
FES-2	INV = 242.00	15" RCP

OUTLET STRUCTURE (OS-1)		
SEE DETAIL SHEET		



- IRON PIN TO BE SET  
○ IRON PIN FOUND  
○ DH DRILL HOLE FOUND  
○ UTILITY POLE  
□ CB CATCH BASIN  
○ SMH SANITARY MANHOLE  
— 260 — EXISTING CONTOURS  
— # — INLAND WETLANDS FLAG  
○ ○ ○ ○ ○ STONE WALL  
○ ○ ○ ○ ○ STONE WALL REMAINS

NORMAND E. THIBEAULT, JR., P.E.  
LIC #PEN 0022834

- WATER MAIN INSTALLATION NOTES:
- PROJECT MUST BE BUILT TO CONNECT/UT WATER COMPANY SPECIFICATIONS.
  - CLASS 52 DUCTILE IRON PIPE REQUIRED.
  - COPPER AND/OR DUCTILE IRON SERVICE LATERAL MATERIAL REQUIRED.
  - GATE VALVES OPEN LEFT.
  - FIRE HYDRANTS OPEN LEFT. HYDRANTS ARE 5.5' BURY DEPTH. CT WATER COMPANY WILL FURNISH MATERIALS INCLUDING TEE, VALVE, PIPE, HYDRANT AND ACCESSORIES. FIRE HYDRANTS TO BE INSTALLED WITH FACE OF HYDRANT 3- FEET OFF FACE OF CURB. HYDRANTS ARE NOT TO BE INSTALLED IN SIDEWALKS. WHERE 3- FEET CANNOT BE OBTAINED, INSTALL HYDRANT BEHIND SIDEWALK UNLESS OTHERWISE NOTED OR AS DIRECTED BY A CT WATER COMPANY PROJECT MANAGER. 10- FEET HORIZONTAL SEPARATION REQUIRED BETWEEN HYDRANTS, SEWER MANHOLES AND STORM DRAINS. \*\*WHERE HYDRANTS TO BE INSTALLED WITH FINISH GRADE AT THE BURY LINE CAST INTO THE LOWER BARREL, CONTRACTOR IS RESPONSIBLE FOR ADJUSTMENTS OF WATER MAIN AND LATERAL ELEVATION TO ACHIEVE PROPER BURY DEPTH. ANY COSTS RELATED TO ADJUSTMENTS REQUIRED BY CT WATER COMPANY WILL BE THE RESPONSIBILITY OF THE INSTALLATION CONTRACTOR AND/OR APPLICANT OF RECORD.
  - ALL WATER MAIN PIPING AND APPURTENANCES MUST BE POLYETHYLENE ENCASED IN ACCORDANCE WITH AWWA ANSI-AWWA C105/A21.5-99(10). POLYETHYLENE ENCASEMENT SHALL BE V-BIO ENHANCED POLYETHYLENE ENCASEMENT ONLY AND CONSIST OF THREE CO- EXTRUDED LAYERS OF LINEAR LOW-DENSITY POLYETHYLENE (LLDPE) FILM THAT ARE FUSED INTO ONE.
  - MEGALUG RESTRAINTS REQUIRED ON ALL FITTINGS, BENDS, OFFSETS, TEES, GATE VALVES AND HYDRANTS.
  - FIELD LOK (U.S. PIPE) OR SURE STOP 350 (MCWANE) RESTRAINING GASKETS ARE REQUIRED 2 PIPE JOINTS BEFORE AND AFTER EACH FITTING AND ON THE LAST 3 PIPE LENGTHS ON DEAD ENDS.
  - THRUST BLOCKING IS REQUIRED ON ALL BENDS, TEES, OFFSETS, HYDRANTS AND DEAD ENDS.
  - ALL WATER MAINS SHALL BE INSTALLED TO A DEPTH OF 4- FEET OF COVER BASED ON THE ROADWAY GRADE, EXCEPT AS NOTED.
  - 3- FT MINIMUM HORIZONTAL SEPARATION REQUIRED BETWEEN WATER AND ANY OTHER UTILITY/UNDERGROUND STRUCTURE. 10- FT MINIMUM HORIZONTAL SEPARATION REQUIRED BETWEEN WATER AND SEWER/SEPTIC ("SEWER")\*\* SLEEVE REQUIRED WHERE WATER CROSSES SEWER IF WATER IS BELOW SEPTIC AND/OR WHEN 18" VERTICAL SEPARATION CANNOT BE ACHIEVED WHEN WATER IS ABOVE SEWER. 4- FEET MINIMUM HORIZONTAL SEPARATION REQUIRED BETWEEN WATER MAIN AND DRAINAGE WHEN AT LIKE ELEVATIONS.
  - WATER MAINS TO BE DEFLECTED UNDER ALL STORM DRAINS UNLESS OTHERWISE NOTED OR AS DIRECTED BY A CT WATER COMPANY PROJECT MANAGER. A VERTICAL CLEARANCE OF 18" TO BE MAINTAINED BETWEEN STORM DRAIN AND WATER MAINS. THE CONTRACTOR IS RESPONSIBLE FOR PROPER COMPACTION AROUND AND UNDER EXISTING DRAINAGE FACILITIES WHICH MAY INCLUDE REMOVAL AND RESETTling TO PROPER GRADE.
  - ANGLE OF BENDS TO BE FIELD DETERMINED.
  - MAXIMUM ALLOWABLE DEFLECTION PER FULL LENGTH PUSH-ON JOINT FOR 4" TO 12" IS FIVE (5) DEGREES AND THREE (3) DEGREES FOR 14" AND GREATER DUCTILE IRON PIPE.
  - EXISTING SERVICES TO SITE THAT WILL NO LONGER BE USED MUST BE TERMINATED AT THE WATER MAIN BY EXPOSING AND SHUTTING OFF THE CORPORATION VALVE. THE LINE MUST BE SEVERED IMMEDIATELY AFTER THE CORPORATION VALVE. SAID SERVICES MUST BE SHOWN ON PLANS.
  - WHERE A WATER SUPPLY WELL FOR ANY PURPOSE EXISTS OR IS APPROVED WITHIN THE LIMITS OF THIS PROJECT, ALL SERVICE LINES CONNECTED TO THE PUBLIC WATER SUPPLY REQUIRE A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER (RPD), AND MUST MEET THE REQUIREMENTS OF SEC.19A-208A OF THE CONNECTICUT GENERAL STATUTES ("CGS"), AND SEC. 19-13-B38A OF THE PUBLIC HEALTH CODE.
  - WHERE AN AIR RELIEF IS REQUIRED, CT WATER COMPANY WILL PERFORM TAP AND INSTALL WHILE THE INSTALLATION CONTRACTOR IS RESPONSIBLE FOR THE EXCAVATION AND RESTORATION UNLESS OTHERWISE NOTED. LABOR AND MATERIALS FOR THE INSTALLATION(S) WILL BE CHARGED TO THE PROJECT.
  - WHEN THE INSTALLATION OF UNDERGROUND INFRASTRUCTURE DEVIATES FROM THE CT WATER COMPANY APPROVED PLANS(S), THE APPLICANT, AT HIS/HER COST, WILL BE HELD LIABLE FOR THE RELOCATION OF INFRASTRUCTURE AS REQUIRED TO THE SATISFACTION OF THE CT WATER COMPANY. FAILURE TO CORRECT ANY DEVIATION DEEMED UNACCEPTABLE TO THE CT WATER COMPANY WILL RESULT IN LITIGATION.

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ROAD PROFILE

PREPARED FOR

**SHANE POLLOCK**

LOUISE BERRY DRIVE  
BROOKLYN, CONNECTICUT

**Killingly Engineering Associates**  
Civil Engineering & Surveying

114 Westcott Road  
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# **THE CONNECTICUT WATER COMPANY**

## **POLICIES AND PROCEDURES**

### **FOR**

## **ACQUISITION OF WATER MAIN EXTENSION EASEMENTS**

**November 2, 1998**

**Revised 1/2012**

**Revised 1/2014**

**Revised 4/2015**

**Revised 5/2018**

**Revised 1/2021**

**POLICIES AND PROCEDURES  
FOR  
ACQUISITION OF WATER MAIN EXTENSION EASEMENTS**

**SECTION TITLE**

**General Conditions**

**Exhibit A - Water Main Easement**

**Exhibit B - Survey Requirements**

**Exhibit C - Forms of Acknowledgement**

**Exhibit D - Partnership Consent**

**Exhibit E – Corporate Certified Resolution or LLC Resolution**

POLICIES AND PROCEDURES  
FOR  
ACQUISITION OF WATER MAIN EXTENSION EASEMENTS

The following policies and procedures are to be followed in connection with the acquisition of water main extension easements by The Connecticut Water Company (the "Company"). To the extent that any existing policies and procedures are inconsistent with the policies and procedures set forth herein, such existing policies and procedures are superseded hereby. Policies and procedures which are not superseded hereby are not affected and shall continue in full force and effect.

These policies and procedures are intended to create a uniform approach to the acquisition of water main extension easements by the Company. It is hoped that these policies and procedures will provide information which will enable the Company to more clearly and quickly advise property owners and their attorneys of the Company's requirements regarding water main extension easements and to enable property owners and their attorneys to more quickly submit acceptable documentation. The policies and procedures are as follows:

1. Easement Form. The standard form of the Company's water main easement is attached hereto as Exhibit A and is to be used in the acquisition of all water main extension easements. All information inserted in the standard form shall be typed except dates and signatures. Upon execution as required in paragraph 5, one executed water main easement shall be delivered to the Company.

2. Easement Requirements. Unless otherwise approved by the Vice-President of Operations, all easements shall meet the following criteria:

- (a) Minimum width of 30 feet;
- (b) Location acceptable to the project manager;
- (c) Connection with any public road which forms a boundary of the property to be served by the easement;
- (d) Connection with adjoining properties at appropriate locations to provide future looping and to avoid a permanent dead end;
- (e) No encroachment upon any existing or proposed improvements excepting access roadways and sidewalks; and
- (f) Inclusion of all hydrant locations.
- (g) No construction will be initiated until the easement filing is completed.

3. Survey & Map Requirements. A survey satisfying all of the requirements set forth in any federal, state or local law, regulation, guideline or policy including, without limitation, the requirements of Sections 11-8-19 through 11-8-26 of the Regulations of Connecticut State Agencies, as amended (the "Regulations"), and the requirements set forth herein, including, without limitation, those requirements described on Exhibit B attached hereto, shall be prepared by a surveyor licensed in the State of Connecticut and at the sole expense of the owner of the property through which the easement is to be granted (the "Owner") and submitted to the Company for approval. Immediately after such survey has been approved by the Company as being in compliance with the requirements referred to herein, then the Owner shall obtain two (2) filing copies, which shall be mylar copies and one (1) paper copy.

Upon completion of plant installation, if applicable, the surveyor is to provide the Company written certification that the plant was installed within the described easement.

4. Easement Description. The easement description shall include (i) a reference to the survey showing the easement to be granted to the Company, which survey shall satisfy the survey requirements in paragraph 3 and shall be referred to as having been filed or to be filed in the Town Clerk's office in the town or towns in which the easement is located, and (ii) the distances, courses and curve data describing the perimeter of the easement.

5. Easement Execution. The easement shall be executed by the Owner before two witnesses who shall sign on the lines to the left of the Owner's signature and before a Connecticut notary public or attorney who shall take the Owner's acknowledgment. The notary public or attorney may be one of the two witnesses. If the easement is executed in Connecticut and the acknowledgment is taken by a Connecticut notary public, the notary public need not affix the notarial seal or state the expiration date of the notarial commission.

If the document is acknowledged outside of the State of Connecticut by a notary public of the state in which the easement is executed, both said seal and said expiration date are required. If a Connecticut attorney takes the acknowledgment, the attorney shall indicate that said attorney is acting as a Commissioner of the Superior Court. The names of all persons signing the easement shall be typed or printed under each signature line.

If the Owner is an individual, the acknowledgment should be in the form indicated for individuals in Exhibit C. If the Owner is a general or limited partnership, the execution by a partnership and the acknowledgment should be in the form indicated for partnerships in Exhibit C. If the Owner is a corporation, the execution and the acknowledgment should be in the form indicated for corporations in Exhibit C. If the owner is a LLC, the execution and the acknowledgment should be in the form indicated for LLC in Exhibit C.

The name of each holder of a mortgage or other lien encumbering the property within which the easement is located shall be inserted and such lien holder shall execute the easement for the purpose of subordinating each such mortgage or other lien to the easement. The execution by any such mortgage or other lien holder shall be as provided above in this paragraph 5. If there is more than one holder of a mortgage or other lien, additional subordination paragraphs shall be added to the easement for each such holder. If there is no holder of a mortgage or other lien, the subordination paragraph may be crossed out.

6. Conveyance Tax Forms. Any easement delivered to the Company shall be accompanied by a properly completed and executed State of Connecticut Real Estate Conveyance Tax Return and town Real Estate Conveyance Tax Statement. A check for the full amount of any taxes due under each said return shall be provided if applicable.

7. Resolutions and Consents. If the Owner is a partnership, a Partnership Consent substantially in the form of Exhibit D shall be delivered to the Company with the executed easement.

If the Owner is a corporation, a corporate resolution, containing an incumbency certificate, substantially in the form of Exhibit E shall be delivered to the Company with the executed easement.

If the Owner is an LLC, either a Sole Member or Member, the Resolution substantially in the form of Exhibit F shall be delivered to the Company with the executed easement.

If the Owner is a corporation or LLC, a Certificate of Legal Existence issued by the Secretary of the State of Connecticut within the previous 15 days shall be delivered to the Company with the executed easement. If the Owner is a limited partnership, a Certificate of Legal Existence issued by the Secretary of the State of Connecticut within the previous 15 days shall be delivered to the Company with the executed easement.

8. Title Insurance Policy. The Owner shall deliver to the Company with the executed easement a copy of a proposed title insurance policy and provided by a firm licensed to do business in the State of Connecticut and acceptable to the Company insuring the interest of the Company in the easement to be granted. If the proposed policy is acceptable to the Company, then the Company will approve of the policy prior to recordation of the easement in the land records of the town or towns the easement is located. The original policy must be sent to the Company. If encumbrances not shown in said proposed policy are recorded in said land records prior to the recordation of the easement, the easement shall not be recorded until the Company has approved such encumbrances in writing or, if requested by the Company, such encumbrances have been released or subordinated. Said title insurance policy shall insure that the interest of the Company in said easement is good and marketable and subject to no encumbrances which, in the judgment of the Company, would materially and detrimentally affect the use of the easement area by the Company.

The amount of title insurance policy coverage required by the Company shall be the greater of twenty five thousand dollars (\$25,000.00) or one hundred twenty five percent (125%) of the Company's estimate of all costs, including costs of services provided by the Company's employees, relating to the acquisition of the easement and the design, installation and inspection of the main extension and all appurtenances thereto, provided, however, that where the easement and main extension relate to a common interest community (as defined in the Common Interest Ownership Act of the Connecticut General Statutes, as amended) or relate to the construction of nonresidential improvements, the title insurance policy coverage shall be the greater of twenty five thousand dollars (\$25,000.00) or one hundred fifty percent (150%) of said costs. The Company shall advise the Owner of the Company's estimate of said costs when computed. If the amount of coverage referred to above is not available, as determined by the Company, the Company may accept title insurance policy coverage in a lower amount, provided such amount shall not be less than one hundred percent (100%) of said costs.



9. Review of Documents. When the easement, conveyance tax returns, survey, title insurance policy, resolutions or consents and affidavit have been delivered to a designated officer or employee of the Company, together with copies of the checks of the Owner in the full amount of all conveyance taxes, the Company shall review said documents to determine whether they are in conformity with these policies and procedures and otherwise legally acceptable to the Company.

10. Recordation and Filing. Unless the Company shall otherwise agree, the easement, when fully and properly executed, witnessed and acknowledged, shall be recorded by the Owner, together with one (1) filing copy of the survey in the form accepted by the Company, in the office of the Town Clerk of the town or towns within which the easement is located, together with properly completed and executed conveyance tax returns and checks of the Owner in the full amount of the conveyance taxes.

EXHIBIT A

WATER MAIN EASEMENT

After recording, return to:  
CT Water Company  
c/o Developer Services  
93 West Main Street  
Clinton, CT 06413

### **WATER MAIN EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter "Grantor"), for a valuable consideration, receipt whereof is hereby acknowledged, does hereby grant to THE CONNECTICUT WATER COMPANY, a corporation specially chartered by the General Assembly of Connecticut and having its principal office and place of business in the Town of Clinton, County of Middlesex, in said State (hereinafter "Grantee"), its successors and assigns, the permanent right to install, inspect, operate, maintain, change the size of, renew, replace and repair one or more lines of water pipes or mains (with all appurtenances including meters) as are from time to time needed for the transportation and/or supply of water, and together with the right to enter in connection therewith, all under, over and across Grantor's land in the Town of \_\_\_\_\_, County of \_\_\_\_\_, and State of Connecticut, described as follows (the "Easement Area"):

Being (a portion of) the premises described in the Town of \_\_\_\_\_ Land Records in Volume \_\_\_\_\_, Page \_\_\_\_\_.

Together with any fire hydrants, water pipes or mains, and related appurtenances thereto, service lines and related appurtenances thereto, including but not limited to curb stops, curb boxes, water meters, meter pits or meter vaults, whether real property or personal property, situated on, or to be situated on the Easement Area.



Any right herein described or granted or any interest therein or part thereof may be assigned to any assignee or assignees by Grantee, its successors and assigns, and Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, hereby agrees to and does ratify any such assignment or assignments.

In the event that any part of the Easement Area above described in or on which said line or its appurtenances shall be located is now or shall hereafter become a public street or highway or a part thereof, permission, as provided in the General Statutes of Connecticut relating to adjoining landowners, is hereby given to Grantee, its successors and assigns, to use that portion for the purposes and in the manner above described.

Any fire hydrants, water pipes or mains, and related appurtenances thereto, any service lines extending to a curb stop from the water pipes or mains, and any appurtenances related thereto, including but not limited to any curb stops, and water meters, situated on the Easement Area shall be and remain the property of Grantee and shall be the Grantee's obligation to repair and maintain. Any service lines, and related appurtenances thereto, including but not limited to any curb boxes, meter pits or meter vaults extending from any curb stop away from any water pipes or mains, shall be and remain the property of Grantor and shall be the Grantor's obligation to repair and maintain.

Grantor agrees to pay all charges, taxes and assessments on Grantee owned mains and fire hydrants on private property at public fire protection rates approved for the Company by the Public Utility Regulatory Authority (PURA) until such time as the town, association, or other entity agrees to pay for them. Fire protection charges are subject to change as approved by the PURA.

In addition to the above granted rights, 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 right at any reasonable time or times to enter upon said Easement Area at such point or points as Grantee may deem expedient or necessary for the purpose of exercising its rights hereunder. Grantee covenants that said rights shall be exercised, so far as is practicable, with consideration of the convenience of Grantor and without doing any unreasonable damage. Grantee covenants that it will, upon completion of any work hereunder, replace and restore said Easement Area, to the extent feasible, to the same condition as that existing before beginning such work.

TO HAVE AND TO HOLD the said granted and bargained easement, privilege, and right of way and its appurtenances to Grantee and its successors and assigns forever, to its and their own proper use and behoof.

Grantor reserves for Grantor and Grantor's heirs, executors, administrators, successors and assigns, the right to fully use and enjoy said Easement Area, subject to the rights, privileges and authority herein granted, provided, however, that Grantee shall have the right from time to time to trim and keep trimmed, cut, clear and remove, by mechanical means or otherwise, trees, underbrush and other growth (other than crops or grassland except in the exercise of this easement) which are within the limits of said Easement Area and which may interfere with the exercise of the rights and/or easements herein granted, or any of them, or which may injure, endanger or interfere with the construction and use of said water pipes or

mains or the appurtenances thereto, or which may create a hazard; the right to dispose of all wood cut; and the right to remove any structure within or projecting into said Easement Area.

Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, covenants not at anytime to disturb or damage said water pipes or mains or the appurtenances thereto. Grantor further agrees that nothing shall be attached to the property of Grantee installed by virtue of this easement except such things as are placed thereon by Grantee, and not at any time to construct or permit to be constructed any building or structure on or below ground (including but not limited to on-site septic system, leaching galleries, drywells), place or store any materials on, store any vehicles on, grade, excavate, fill or flood said Easement Area, or otherwise use said right of way in any manner which, in the sole opinion of Grantee, may obstruct or hinder Grantee in the use and enjoyment of its rights, privileges and authority under this easement or may interfere with the free and unrestricted exercise of the rights and/or easements herein granted, or any of them, or which may create a hazard. Nothing herein shall limit or prevent Grantor from granting easements to other utilities, with prior written approval by the Grantee, provided such easements do not interfere with the Grantee's said easement and rights herein granted.

Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, hereby covenants to promptly notify Grantee in writing at the mailing address herein, or as changed by the Grantee, of any environmental problem, event or condition Grantor discovers or has knowledge of, on or affecting said premises which may pose a threat to the health, safety or welfare of persons or the environment or to said water pipes or mains and appurtenances thereto.

If Grantee determines that an environmental problem or condition may exist on said premises which would pose a threat to the health, safety or welfare of persons or the environment or to said water pipes or mains and appurtenances thereto, Grantor agrees to conduct, at Grantor's expense and upon Grantee's request, any environmental site assessment or study, including, but not limited to, soil or surface or groundwater testing to the Grantee's sole satisfaction, and to provide to Grantee a copy of the same or copies of any prior such assessments or studies as may exist relating to said premises. In such case Grantee reserves the right not to perform any obligations and to cease the exercise of any rights by Grantee which Grantee has hereunder or otherwise until such time as Grantee is satisfied that no environmental risk or hazard to the health, safety or welfare of persons or the environment or to said water pipes or mains and appurtenances thereto exists.

If at any time Grantee discovers an environmental condition which, in the sole judgment of Grantee, requires the use of different water pipes, mains, appurtenances or materials or methods than are customarily used absent such environmental condition, Grantor agrees to pay, in advance, the estimated additional cost, if any, resulting from the removal of such condition or the use of such different materials or methods and resulting from any additional work performed or to be performed in connection with the removal of such conditions or the removal of any unsuitable water pipes, mains, appurtenances or materials, as solely determined by Grantee, and replacement of the same with suitable water pipes, mains, appurtenances or materials, as solely determined by Grantee.

And Grantor, for Grantor and Grantor's heirs, executors, administrators, successors and assigns, covenants with Grantee, its successors and assigns, that at and until the ensealing of

these presents Grantor is well seized of the premises as a good indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as is above written, and that the same is free from all encumbrances whatsoever, except for encumbrances of record approved by Grantee.

AND FURTHERMORE, Grantor does by these presents bind Grantor and Grantor's heirs, successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Easement Area to Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.



IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

a \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**ACKNOWLEDGMENT**

STATE OF CONNECTICUT )  
COUNTY OF \_\_\_\_\_ ) : ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared before me, \_\_\_\_\_, the \_\_\_\_ of \_\_\_\_\_, a [type of entity], known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained, it being his/her free act and deed and the free act and deed of such [type of entity].

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

\_\_\_\_\_

Notary Public - Seal Required  
My Commission Expires\_\_\_\_\_

SUBORDINATION

KNOW YE, That \_\_\_\_\_ of \_\_\_\_\_,  
as the present holder of a certain \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ and recorded on  
the Land Records of the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of Connecticut in Volume \_\_\_\_\_ at Page  
\_\_\_\_\_ (the “\_\_\_\_\_”) encumbering premises known as \_\_\_\_\_ within the Town of \_\_\_\_\_, County of  
\_\_\_\_\_, State of Connecticut (the “Premises”), for one dollar and other good and valuable consideration, the  
receipt of sufficiency of which is hereby acknowledged, hereby agrees that the lien of the \_\_\_\_\_, shall be and  
hereby is subject and subordinate to the lien and provisions of that certain Water Main Easement (the “Water  
Easement”) over a portion of the Premises (such portion being more particularly described on Exhibit A attached  
hereto), from the said \_\_\_\_\_ to The Connecticut Water Company, a corporation specially chartered by the  
General Assembly of Connecticut and having its principal office and place of business in the Town of Clinton,  
County of Middlesex, in said State, dated \_\_\_\_\_, 20\_\_ and recorded \_\_\_\_\_, 20\_\_ in the Land Records  
of said \_\_\_\_\_; said \_\_\_\_\_ being, however, not released or otherwise discharged in any way.

IN WITNESS WHEREOF \_\_\_\_\_ hereunto set (caused) \_\_\_\_\_,  
hand(s) and seal(s) to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
Name:  
  
\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

STATE OF CONNECTICUT )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared  
\_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of  
\_\_\_\_\_, a corporation, and that he, as such \_\_\_\_\_, being  
authorized to do so, executed the foregoing instrument for the purposes contained, by signing the name of the  
corporation by himself as such \_\_\_\_\_, and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public  
My commission expires:

## EXHIBIT B

### SURVEY & MAP REQUIREMENTS

1. The survey must (a) be certified to the Owner, to the Company and to the title insurance company insuring the Company's easement by a Connecticut registered land surveyor (b) bear the surveyor's original signature, (c) have the surveyor's seal affixed, (d) have the surveyor's stamp identifying the reproduction process affixed, (e) reflect a current date (not earlier than 90 days prior to the date on which the easement is to be granted), (f) have been prepared in accordance with Class A-2, or a higher class of accuracy, of the Code of Recommended Practice for Accuracy of Surveys and Maps, (g) be in a size and made of mylar, or other material approved by the Company, (h) be acceptable for filing in Town Clerks' offices in Connecticut, and (i) be designated as "Easement Area to be Conveyed to The Connecticut Water Company".

2. The name of the Owner must be shown. The property description in the easement to the Company and that shown in the title insurance policy must be the same.

3. All perimeter easement lines must be specifically identified. The location of the following must be shown by courses and distances: (a) the property of the Owner; (b) the relation of at least one fixed point on the perimeter of the property of the Owner to at least one fixed point on the perimeter of the easement to be granted; (c) the easement to be granted; and (d) any easements appurtenant to said property. If the easement surrounds but does not include a portion of the Owner's land (the "Excluded Land"), the location of the Excluded Land shall be fixed by two tie lines, each described by a course and distance, between fixed points on the outside perimeter of the easement and the perimeter of the Excluded Land. The width or various widths of the easement shall be shown, and the area of the easement shall be shown in square feet. The easement shall be designated as "The Connecticut Water Company Easement."

4. All public streets adjacent to the property and access rights-of-way to the property must be specifically identified. All public streets shall be identified as public streets.

5. All existing and proposed structures and improvements (including, without limitation, buildings, sidewalks, stoops, overhangs, roads, driveways, fences, major trees and shrubbery and parking areas) must be shown.

6. All other easements and any utility lines serving the property and improvements (including, without limitation, sewer, drainage, gas, electric, telephone and cable television) located within the property must be shown. The survey shall indicate whether each utility line is above or below grade.

7. The building setback lines established by any zoning ordinance or other law or by any document recorded in the land records of the town or towns within which the easement is located must be shown.



8. No encroachments of any structure are acceptable. Any encroachments within the easement to be granted must be shown and described, or an affirmative statement made that there are no encroachments.

9. The location and direction of flow for any existing streams, rivers or surface drainage systems must be shown.

10. The location of any observable and/or known underground tanks, railroad tracks and sidings must be shown.

11. The location of any observable and/or known rubbish fills or dumps, wetlands, flood plains, springs and filled in wells or cisterns must be shown.

12. Upon completion of plant installation the surveyor is to provide The Connecticut Water Company written certification that the plant was installed within the described easement.

EXHIBIT C

FORMS OF ACKNOWLEDGEMENT

A. Individual acknowledgment

STATE OF CONNECTICUT )

: ss.

COUNTY OF )

Personally appeared the said \_\_\_\_\_, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed, before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Commissioner of the Superior Court

B. Partnership acknowledgment

STATE OF CONNECTICUT )

: ss.

COUNTY OF )

Personally appeared the said \_\_\_\_\_, (general) partner on behalf of \_\_\_\_\_, a \_\_\_\_\_ general/limited partnership, 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 said general/limited partnership, before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Commissioner of the Superior Court

C. Corporate acknowledgment

STATE OF CONNECTICUT )

: ss.

COUNTY OF )

Personally appeared the said \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ corporation, 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 said corporation, before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(SEAL)

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Commissioner of the Superior Court

D. LLC acknowledgment

STATE OF CONNECTICUT )

: ss.

COUNTY OF )

Personally appeared the said \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, 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 said limited liability company, before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(SEAL)

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Commissioner of the Superior Court

## EXHIBIT D

### PARTNERSHIP CONSENT

The undersigned, being the sole General Partner(s) of \_\_\_\_\_, a \_\_\_\_\_ (general) (limited) partnership (the "Partnership"), do(es) hereby consent to the following:

- (a) That the Partnership grant to The Connecticut Water Company, a Connecticut corporation (the "Company"), permanent rights for the installation, maintenance and repair of water pipes and mains over, under and across land of the Partnership situated in the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of Connecticut, on substantially the same terms and conditions as set forth in the form of easement attached hereto and made a part hereof as Schedule A (the "Easement"), and containing such other terms and conditions as may be required by the Company and deemed advisable by the said General Partner(s) of the Partnership; and
- (b) That the said General Partner(s) of the Partnership be and hereby is/are authorized and empowered to execute and deliver to the Company the Easement and such other instruments as may be required by the Company; and
- (c) That any and all actions heretofore taken by the said General Partner(s) or any limited partner of the Partnership in connection with the Easement and the actions contemplated or permitted therein are hereby ratified, confirmed and approved in all respects.

The undersigned further certifies that the Partnership is in existence on the date hereof and that this Partnership Consent has not been amended, modified or revoked and is in full force and effect on the date hereof.

The consent to the foregoing by the undersigned limited partners meets the requirements of the Partnership Agreement of the Partnership with respect to the consent of the limited partners, or, if no such consent is required, the consent of the limited partners has been omitted.

Dated at \_\_\_\_\_, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

General Partner

\_\_\_\_\_

General Partner

\_\_\_\_\_

General Partner

If the Partnership is a limited partnership and the Partnership Agreement of the Partnership so requires, the undersigned limited partners do hereby consent to the foregoing.

\_\_\_\_\_

Limited Partner

\_\_\_\_\_

Limited Partner

\_\_\_\_\_

Limited Partner

SCHEDULE A

(Easement)



EXHIBIT E

## CERTIFIED CORPORATE RESOLUTION

The undersigned, \_\_\_\_\_, Secretary of a \_\_\_\_\_ corporation (the "Owner"), does hereby certify that the following is a true and correct copy of the resolutions duly adopted by the Board of Directors of the Owner at a meeting thereof duly called, convened and held on \_\_\_\_\_, 20\_\_\_\_, at which meeting a quorum was present and acting throughout:

- RESOLVED: That the Owner grant to The Connecticut Water Company, a Connecticut corporation (the "Company"), permanent rights for the installation, maintenance and repair of water pipes and mains over, under and across land of the Owner situated in the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of Connecticut, on substantially the same terms and conditions as set forth in the form of easement attached hereto and made a part hereof as Schedule A (the "Easement"), and containing such other terms and conditions as may be required by the Company and deemed advisable by the Authorized Officer of the Owner; and
- RESOLVED: That \_\_\_\_\_, \_\_\_\_\_ of the Owner (the "Authorized Officer") be and hereby is authorized and empowered to execute and deliver to the Company the Easement and such other instruments as may be required in connection with the Easement; and
- RESOLVED: That any and all actions heretofore taken by the Authorized Officer of the Owner in connection with the Easement and the transactions contemplated therein are hereby ratified, confirmed and approved in all respects; and
- RESOLVED: That the consent or approval of the shareholders of the Owner is not required by the Bylaws or Certificate of Incorporation of the Owner for the execution and delivery by the Owner of any instrument or document authorized by the foregoing resolutions. [ALTERNATIVE: If the consent or approval of the shareholders is required, the foregoing resolution shall so state and a copy of the shareholders' resolution shall be delivered to the Company].

The undersigned further certifies that the foregoing resolutions have not been amended, modified or revoked and are in full force and effect on the date hereof.

The following persons named herein are the duly elected officers of the Owner, such persons hold the offices set forth opposite their names on the date hereof and the signatures of such persons as set forth opposite their names are their true signatures:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

[Other officers]: \_\_\_\_\_

A current Certificate of Legal Existence from the Secretary of the State of Connecticut is attached hereto as Schedule B.

Dated at \_\_\_\_\_, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

## EXHIBIT F

## LIMITED LIABILITY COMPANY RESOLUTION

The undersigned, Sole Member of \_\_\_\_\_, a Connecticut limited liability company (the "Owner"), does hereby certify that the following is a true and correct copy of the resolutions duly adopted by the Member at a meeting thereof duly called, convened and held on \_\_\_\_\_, at which meeting a quorum was present and acting throughout:

RESOLVED: That the Owner grant to The Connecticut Water Company, a Connecticut corporation (the "Company"), permanent rights for the installation, maintenance and repair of water pipes and mains over, under and across land of the Owner situated in the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of Connecticut, on substantially the same terms and conditions as set forth in the form of easement attached hereto and made a part hereof as Schedule A (the "Easement"), and containing such other terms and conditions as may be required by the Company and deemed advisable by the hereinafter mentioned Sole Member of the Owner; and

RESOLVED: That \_\_\_\_\_, Sole Member of the Owner by and hereby is authorized and empowered to execute and deliver to the Company the Easement and such other instruments as may be required in connection with the Easement; and

RESOLVED: That any and all actions hereto taken by any officer or agent of the Owner in connection with the Easement and the transactions contemplated therein are hereby ratified, confirmed and approved in all respects; and

RESOLVED: That no additional consent or approval is required by the Operating Agreement and Articles of Organization of the Owner for the execution and delivery by the Owner of any instrument or document authorized by the foregoing resolutions.

The undersigned further certifies that the foregoing resolutions have not been amended, modified or revoked and are in full force and effect on the date hereof.

The following person named herein is the Sole Member of the Owner, such person holds the office set forth opposite his name on the date hereof and the signature of such person as set forth opposite his name is his true signature:

Sole Member: (name) \_\_\_\_\_

A current Certificate of Legal Existence from the Secretary of the State of Connecticut is attached hereto as Schedule B.

Dated at \_\_\_\_\_, Connecticut, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Sole Member

## LIMITED LIABILITY COMPANY RESOLUTION

The undersigned, \_\_\_\_\_ a member of \_\_\_\_\_, a Connecticut limited liability company (the "Owner"), does hereby certify that the following is a true and correct copy of the resolutions duly adopted by the members of the Owner at a meeting thereof duly called, convened and held on \_\_\_\_\_, at which meeting a quorum was present and acting throughout:

RESOLVED: That the Owner grant to The Connecticut Water Company, a Connecticut corporation (the "Company"), permanent rights for the installation, maintenance and repair of water pipes and mains over, under and across land of the Owner situated in the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of Connecticut, on substantially the same terms and conditions as set forth in the form of easement attached hereto and made a part hereof as Schedule A (the "Easement"), and containing such other terms and conditions as may be required by the Company and deemed advisable by the Authorized Officer of the Owner; and

RESOLVED: That \_\_\_\_\_ a member of the Owner (the "Authorized Officer") by and hereby is authorized and empowered to execute and deliver to the Company the Easement and such other instruments as may be required in connection with the Easement; and

RESOLVED: That any and all actions hereto taken by the Authorized Officer of the Owner in connection with the Easement and the transactions contemplated therein are hereby ratified, confirmed and approved in all respects; and

RESOLVED: That no additional consent or approval is required by the Operating Agreement and Articles of Organization of the Owner for the execution and delivery by the Owner of any instrument or document authorized by the foregoing resolutions.

The undersigned further certifies that the foregoing resolutions have not been amended, modified or revoked and are in full force and effect on the date hereof.

\_\_\_\_\_  
A Member

A current Certificate of Legal Existence from the Secretary of the State of Connecticut is attached hereto as Schedule B.

Dated at \_\_\_\_\_, Connecticut, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
A Member



SCHEDULE A

(Easement)

SCHEDULE B

(Certificate of Legal Existence)