

Disclaimer. Please note, these Minutes have yet to be approved. Check with the department or Town Clerk for updated versions.

**BOARD OF SELECTMEN
REGULAR MEETING
November 18, 2015**

Present: Norman M. Needleman, First Selectman
Stacia R. Libby, Selectman
Bruce M. Glowac, Selectman

Norman Needleman called the meeting to order at 7:00 p.m.

Approval of Agenda:

Motion was made by Norman Needleman to approve the Agenda with two additions under New Business: Item 7C: 2016 Budget Meeting Dates and Item 7D: Resolution for assignment of lease rights at 26 Main Street to Essex Place LLC. Bruce Glowac seconded the motion. All in favor.

Approval of Minutes:

Motion was made by Stacia Libby to approve the November 4 Minutes. Bruce Glowac seconded the motion. All in favor.

Informational Items, Communications and Correspondence:

Mutual Aid Agreement with Deep River

There was discussion on a possible Mutual Aid Agreement between Chester, Deep River, and Essex for police coverage. The discussion is in the preliminary stages.

Update on Quarry Pond

There was discussion on the installation of a pond leveler. Mr. Glowac inquired about whether the pipe could be raised a little bit to raise the water level a little higher than where it is right now. Mr. Needleman stated that pond is now at the level it has been historically.

Eversource Signage for Resilience and Vegetation–Reliability Investments for Your Community

There was a discussion on the new signage that Eversource would display in their work zones during any projects during electrical work or tree trimming. Signs will be removed at the end of each day.

Free Energy Audit and Clean Energy Community Rewards of \$4,500

The Clean Energy Group is working with Eversource on a free energy audit for the Public Works garages. The audit is scheduled for the afternoon of November 23rd.

The Clean Energy Group also reported the Town was awarded a grant in the amount of \$4,500. The proposed project is to do a LED light bulb swap, which is trading out regular incandescent and non-LED Christmas lights. The event is scheduled for December 5th in the Town Hall Auditorium.

Public Announcements / Comment: None

Disclaimer. Please note, these Minutes have yet to be approved. Check with the department or Town Clerk for updated versions.

OLD BUSINESS:

Capital Committee

Mr. Bruce Glowac reported the Town Hall windows are complete. The Public Works garage building has been ordered and expected to be installed in the spring. The fire truck purchase is moving along. There was discussion on the plans for asbestos removal and abatement in the Essex Elementary School media center.

Mr. Glowac reported the Capital Committee met this morning and decided that the two (2) Ivory Street Bridges would be a town project rather than a state project. A motion was made by the Building Commission to recommend to the Board of Selectmen that the bridge project be a Town Project because the state specifications and regulations have caused a delay in the replacement and have lengthened the time. There were also concerns that the new set-aside and contract compliance requirements on contracts financed by state funds through Commission on Human Rights and Opportunities (CHRO) would also complicate and delay the project even further.

Amended and Restated Ordinance Creating a Park and Recreation Commission

Norman reported that the ordinance was presented to the Park and Recreation Commission and approved by the commission.

Motion was made by Stacia Libby to approve and add the Amended and Restated Ordinance Creating a Park and Recreation Commission to the Special Town Meeting on Wednesday, December 2, 2015 for the Legislative Body's approval. Bruce Glowac seconded the motion, it was unanimously approved. Motion carried.

Evans Lane Dispute – "Pending Litigation" for FOIA Purposes

Mr. Needleman reported there is a meeting set with the neighbors on Evans Lane in early December.

Motion was made by Stacia Libby to table this item until the December 2nd meeting. Bruce Glowac seconded the motion. All in favor.

NEW BUSINESS:

Fire Department Sinking Fund Request

Mr. Needleman reported the fire department was in the process of purchasing two new fire trucks. Fire Chief Paul Fazzino stated that they sent out the RFP to 5 qualified companies. Pierce Manufacturing, Inc. was the only bidder and met all the specifications. The price for the two fire trucks came in at \$1,185,990.00. The quote contained an interest discount and a chassis discount which brought down the total cost to \$1,127,168.80. John MacNicholl from Pierce stated that both pieces of equipment are going to be identical and they will be made to fit in both the Essex and Ivoryton fire stations. The benefit of being twin pieces of equipment are that firefighters will only need to be trained on one type of machine, since they will both be identical. There are some financial discounts as well from ordering two at one time, as well as a pre-payment discount option.

There was discussion on the financing of these two pieces of equipment. There was discussion on the number of bidders. Chief Fazzino stated that one vendor declined to bid due to his backorders and two vendors declined to bid because of the apparatus specifications required by Essex.

Disclaimer. Please note, these Minutes have yet to be approved. Check with the department or Town Clerk for updated versions.

Paul Fazzino, Sr. stated there are premium components in these two trucks and for the cost of the new apparatus, the department will be prepared now and into the future. The design of the apparatus will give the department the most storage capacity. It is a fire engine, rescue truck, and even an ambulance during extreme emergencies. The apparatus has a generator, a compressed air foam system, air bags, rollover protection, and front end suspension, to name a few.

Mr. Glowac said he has total confidence that the bid presented by the fire department is the best possible bid. Mr. Needleman asked Mr. MacNicholl if this was the best price possible. Mr. MacNicholl stated that he already calculated a discount of \$59,000 if the equipment was pre-paid.

There was discussion on what would happen to the old pieces of equipment. Chief Fazzino stated the 1977 Maxim has only scrap value. There was discussion on offering this piece of equipment to one of the regional fire schools in trade for future training.

Motion was made by Norman Needleman approve the purchase of two fire trucks from Pierce for \$1,127,168.80 contingent upon as the Verification of Performance Bond and the contract is reviewed and approved by the Town Attorney. Bruce Glowac seconded the motion and it was unanimously approved. Motion carried.

Mr. Needleman stated the cost would be split between the funding sources. Half of the funds would be paid for out of the bond and half would be paid for out of the Fire Department Sinking Fund. To lock in this quote, the contract must be signed and prepayment made by December 31, 2015.

Motion was made by Norman Needleman to approve and recommend to the Board of Finance the release of up to \$565,000 of funding under the Capital Initiative Program general obligation bond appropriation for the purchase of 2016 Pierce Enforcer PUC Pumping Engine apparatus by the Essex Fire Department as detailed in the Pierce/Firematic-CT bid submitted November 13, 2015. Bruce Glowac seconded the motion and it was unanimously approved. Motion carried.

Motion was made by Stacia Libby to approve and recommend to the Board of Finance the appropriation of a sum not to exceed \$565,000.00 for the purchase of 2016 Pierce Enforcer PUC Pumping Engine apparatus by the Essex Fire Department as detailed in the Pierce/Firematic-CT bid submitted November 13, 2015. Said sum to be taken from the Fire Department Sinking Fund. Bruce Glowac seconded the motion and it was unanimously approved. Motion carried.

Set Public Hearing

Motion was made by Stacia Libby to set a Public Hearing for Wednesday, December 2, 2015 at 6:00 pm for the purpose of the Amended and Restated Ordinance Creating a Park and Recreation Commission. Bruce Glowac seconded the motion, it was unanimously approved. Motion carried.

Set Town Meeting

Motion was made by Bruce Glowac to set a Special Town Meeting for Wednesday, December 2, 2015, immediately following the Public Hearing for the purpose of Amended and Restated Ordinance Creating a Park and Recreation Commission. Norman Needleman seconded the motion, it was unanimously approved. Motion carried.

Disclaimer. Please note, these Minutes have yet to be approved. Check with the department or Town Clerk for updated versions.

2016 Budget Meeting Dates

Mr. Needleman proposed three budget meeting dates. The meetings will be held in Conference Room A:

Wednesday, February 17, 2016 at 5:00 pm – 7:00 pm

Saturday, February 20, 2016 at 10:00 pm – 2:00 pm

Wednesday, March 2, 2016 immediately following the regular meeting until 7 pm, if necessary

Motion was made by Stacia Libby to approve the Budget Meeting dates. Bruce Glowac seconded the motion and it was unanimously approved. Motion carried.

Resolution for assignment of lease rights at 26 Main Street to Essex Place LLC

Mr. Needleman stated that he is the owner of the property which is involved in the agreements relating to 26 Main Street and he is recusing himself on this item.

Motion was made by Stacia Libby to approve the Resolution (attached). Bruce Glowac seconded the motion, it was unanimously approved. Motion carried.

Traffic Authority

Motion was made by Stacia Libby to enter Traffic Authority. Bruce Glowac seconded the motion, it was unanimously approved. Motion carried.

Stop Sign. Main and Summit Streets in Ivoryton

There was discussion on installing a stop sign at Main and Summit Street. There are concerns about the speeding issues in downtown Ivoryton. Ms. Libby stated that cars are driving through the intersection at high speeds.

There was further discussion of placement of the cross walk signs back into the middle of the road and placing flashing speed limit signs in the area because they do seem to work. There was discussion on permanently installing a flashing speed sign to make people aware of their speed.

There was discussion on whether more police presence and police enforcement would improve the speeding issue. It appears that warnings are not enough or not working. The Selectmen want to take a further look at the issues in this area. This item was tabled until the next meeting.

Motion was made by Stacia Libby to exit Traffic Authority. Bruce Glowac seconded the motion, it was unanimously approved. Motion carried.

Appointments and Resignations Board and Commissions

Board and Commission Vacancies

Conservation Commission - 3 year term
1 Alternate

Harbor Management Commission – 3 year term
1 Alternate

Disclaimer. Please note, these Minutes have yet to be approved. Check with the department or Town Clerk for updated versions.

Inland Wetlands Commission – 3 year term
1 Planning Representative Regular Member
1 Regular

Park and Recreation Commission – 3 year term
1 Alternate
1 Regular

Planning Commission
1 Alternate

Water Pollution Control Authority – 2 year term
1 Regular
1 Alternate

Zoning Board of Appeals
1 Regular

Zoning Commission – 3 year term
1 Alternate

River Council of Government – 2 year term
1 Regular

Agricultural Council Committee
1 Regular

Tree Committee
1 Member

Public Comment: None

SELECTMEN GENERAL DISCUSSION:

Customer Survey for Town Hall Operations

There was a discussion on the possibility of doing a survey to gather input from Essex residents on services at Town Hall. It would be a great way to learn about things we are doing well, and to gather suggestions on things that we may not be doing well.

Town of Essex Updated Web Page

There was discussion on a new web site page design. Stacia Libby said the new design looks great.

Discuss June 15th BOS meeting – Valley Graduation that night.

There was discussion that the Board of Selectmen meeting and the High School graduation are the same night. The Selectmen decided to leave the schedule as it stands and to decide in June whether to cancel or move the meeting.

Disclaimer. Please note, these Minutes have yet to be approved. Check with the department or Town Clerk for updated versions.

No parking signage on Walnut Street – Johnson Farm/Land Trust

There was discussion on the potential for parking issues on Walnut Street now the Johnson Farm walking trails are becoming popular. The Selectmen agreed to wait until it became an issue before installing any signage at this point.

Board and Commission Motions

Mr. Needleman presented a list of all Motions that were made from every Board and Commission meeting over the last month. The Selectmen felt this information was very important and they would like to have this list every month. Mr. Glowac felt that all Boards and Commissions could benefit from this list so everyone can see what everyone else is doing. There was a suggestion to creating a Monthly Motions link on the Town web site.

Motion was made by Norman Needleman to adjourn the meeting at 8:35 p.m. Bruce Glowac seconded the motion, it was unanimously approved. Motion carried.

Respectfully submitted,
Maria P. Lucarelli



Selectmen's Office

www.essexct.gov

Norman M. Needleman, First Selectman

Email: nneedleman@essexct.gov

Board of Selectmen:

Bruce M. Glowac

Stacia R. Libby

Essex Town Hall

29 West Avenue

Essex, Connecticut 06426

Telephone: 860-767-4340

Fax: 860-767-8509

Resolution

I, Joel Marzi, the duly qualified and Town Clerk of the Town of Essex, a municipality organized under the laws of the State of Connecticut, do hereby certify that the following is a full and true copy of a resolution adopted at a regular meeting of the Board of Selectmen of the Town of Essex, duly held on the 18th of November, 2015, and is on file and of record, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Resolved, that Stacia R. Libby be authorized on behalf of the Town of Essex to execute the Cross Access & Utility Easement Agreement and Agreement Regarding Easements and Right of First Refusal in substantially the form as approved by Town Counsel. Copies of which shall be included in the minutes of the November 18, 2015 Board of Selectmen Meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Essex this 19th day of November, A.D. 2015.

Joel Marzi, Town Clerk



1917-1918

1917-1918

1917-1918
1917-1918
1917-1918
1917-1918
1917-1918

1917-1918
1917-1918
1917-1918
1917-1918
1917-1918

1917-1918

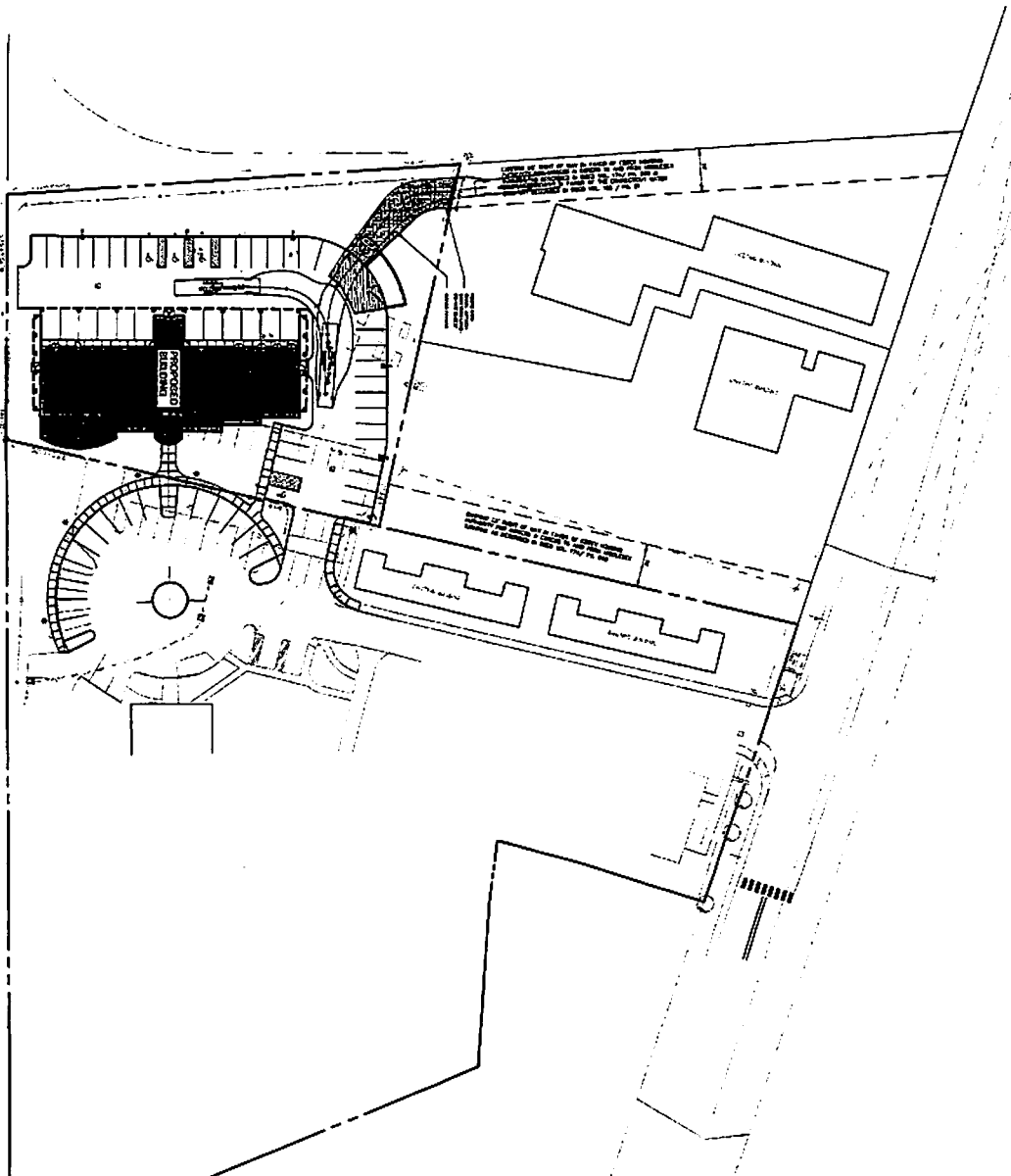
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918

1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918

1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918

1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918
1917-1918





LEGEND

EXISTING	PROPOSED
PROPERTY LINE	PROPERTY LINE
STREET LINE	STREET LINE
RAILROAD	RAILROAD
CHURCH	CHURCH
TRUNK - OVERHEAD	TRUNK - OVERHEAD
POWER LINE	POWER LINE
CONCRETE DRIVE	CONCRETE DRIVE
ASPHALT	ASPHALT
CONCRETE DRIVE	CONCRETE DRIVE
OWNER DRIVE	OWNER DRIVE



70
DESIGN

70 DESIGN, LLC
111 Main Street
Farmington, CT 06030
T: (860) 677-4344
F: (860) 677-4344

NEW HOUSING FOR:
ESSEX ELDERLY AND AFFORDABLE HOUSING:
ESSEX PLACE

16 MAIN STREET ESSEX, CT

ESSEX ELDERLY AND AFFORDABLE HOUSING, INC.
111 Main Street
Farmington, CT 06030

Client: Essex Elderly and Affordable Housing, Inc.
Project #: 0011
Drawn by: KJW/AVP
Scale: As Shown
Sheet #: L-2.1

CROSS ACCESS & UTILITY EASEMENT AGREEMENT

THIS CROSS ACCESS & UTILITY EASEMENT AGREEMENT (hereinafter referred to as "Agreement"), is made this _____ day of _____, 2015 (the "Effective Date") by and between ESSEX HOUSING AUTHORITY, of the Town of Essex, County of Middlesex and State of Connecticut and the TOWN OF ESSEX, a Municipal Corporation located in the Town of Essex, County of Middlesex and State of Connecticut.

WITNESSETH, THAT WHEREAS, Essex Housing Authority is the owner of a development known as Essex Court on a parcel known as 16 Main Street, Centerbrook, Connecticut ("16 Main Street"); and

WHEREAS, the Town of Essex is the owner of property proposed to be a development known as Essex Place, which development will be an elderly and affordable housing development on the parcel known as 26 Main Street, Centerbrook, Connecticut ("26 Main Street"); and

WHEREAS, the Town of Essex has leased 26 Main Street to the Essex Housing Authority in a lease dated November 18, 2002 and as thereafter amended, and

WHEREAS, Essex Housing Authority is willing to provide the Town of Essex, their successors and assigns with a non-exclusive access easement benefitting the 26 Main Street parcel in, over, through and under a portion of 16 Main Street shown as "PROPOSED ACCESS AND UTILITY EASEMENT IN FAVOR OF ESSEX PLACE – 26 MAIN STREET", as shown in further detail on Easement Map entitled "NEW HOUSING FOR: ESSEX ELDERLY AND AFFORDABLE HOUSING: ESSEX PLACE 16 MAIN STREET ESSEX, CT Layout Plan - Easement dated March 6, 2014" prepared by TO DESIGN 114 West Main Street, New Britain, Connecticut 06051 (hereinafter "Easement Map"); and

WHEREAS, the Town of Essex is willing to provide Essex Housing Authority and their successors and assigns with a non-exclusive access and parking easement benefitting 16 Main Street in, over, through and under a portion of the 26 Main Street parcel, shown as "SHARED PARKING WITH ESSEX COURT, 16 MAIN STREET" on the Easement Map.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the entry into this Agreement, the parties hereby establish and agree as follows:

SECTION 1 **ESTABLISHMENT OF EASEMENTS**

1.1 Essex Housing Authority does hereby give, grant and confirm unto the Town of Essex, its successors and assigns a non-exclusive easement in, over, through and under the 16 Main Street for access to 26 Main Street by motor vehicles, including

trucks, and on foot and for parking in designated areas, as shown on the above described Easement Map. The use of 16 Main Street by Town of Essex shall be in conjunction with the use of portions of the 16 Main Street by the Essex Housing Authority, its successors and assigns.

1.2 The Essex Housing Authority does hereby give, grant and confirm unto the Town of Essex, its successors and assigns the right to enter in and 16 Main Street to lay, maintain, inspect, use, operate, repair, alter, replace, and protect utilities and appurtenances thereto. Essex Housing Authority further grants and releases to the Town of Essex the right to have third party utility companies, including CL&P, AT&T, Connecticut Water Company, or other similar utilities, install their necessary service lines in accordance with the rights afforded to the Town of Essex in this document. Essex Housing Authority also agrees to execute any documents or easements required by the above-referenced utility companies to allow for the necessary utility services. Said right-of-way and easement above described include the right to enter in and upon said easement portion of land of the Essex Housing Authority and to pass and repass over the same and excavate therein for the purposes hereinabove and hereinafter described. The Town of Essex shall have the right within said easement to cut trees and bushes, remove structures of any kind, disturb the soil and ground cover located therein, and to perform other work necessary or convenient for the design, construction, maintenance, inspection, use, operation, repair, alteration, replacement or protection of said easements facilities and appurtenances thereto. Subject to the limitations set forth below in Section 2, the Town of Essex agrees that any damage caused by the Town's present or future construction or maintenance operations to the land or property of the Essex Housing Authority, commensurate with the above described uses of the land for utilities, will be corrected and restored to original condition.

1.3 Town of Essex does hereby give, grant and confirm unto Essex Housing Authority, its successors and assigns a non-exclusive easement in, over, through and under 26 Main Street for access by motor vehicles, including trucks, and on foot, and for parking in designated areas as shown on the above-described Easement Map. The use of 26 Main Street by Essex Housing Authority shall be in conjunction with the use of portions of 26 Main Street by the Town of Essex, its successors and assigns.

1.4 Essex Housing Authority and the Town of Essex hereby covenant and agree that they are jointly responsible to operate and maintain in good order and repair the common driveway and designated shared parking areas on said properties, subject to the limitations set forth below in Section 2. Such maintenance and repair shall include the paving, sealing, cleaning, snow plowing, lighting, landscaping and striping of the driveway and parking area, as necessary.

1.5 By the date of full execution of this Agreement and on or before July 1st of each year thereafter, the owners shall provide the other party with evidence that each has obtained a policy or policies of general commercial liability insurance relating to the Easement Areas with combined single limits of not less than \$3,000,000 for personal injury or death and to afford protection to the limit of \$1,000,000 in respect of any instance of property damage. Such policies shall name the other party as an additional insured and shall provide for ten (10) days' notice to the other party prior to any cancellation of such policies. All insurance policies required by this paragraph shall be

placed with reputable companies qualified to do business within Connecticut. The insurance coverage required under this Section shall, in addition, extend to any liability of each party arising out of the indemnities provided for in this Agreement. The insurance required hereunder may be provided under a blanket policy.

1.6 This Cross Access Easement shall at all times be deemed to be a continuing non-exclusive easement and covenant running with the land (benefitting and burdening both 16 Main Street and 26 Main Street) and shall include the appurtenances and all the estate and rights of the Town of Essex and Essex Housing Authority in and to their respective Easement Areas and shall apply to and be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Whenever a transfer of ownership of a parcel takes place, the transferor will not be liable for a breach of this Agreement occurring after such transfer.

SECTION 2
RESPONSIBILITY

At the time of the execution of this Cross Access Easement, the Town of Essex has subleased 26 Main Street to the Essex Housing Authority, which will further sublease 26 Main Street to Essex Place Centerbrook, LLC. The obligations and responsibilities of the Town of Essex set forth in Sections 1.2, 1.4 and 1.5 above, shall be only be binding upon the Tenant, Essex Housing Authority, and the Subtenant, Essex Place Centerbrook, LLC and shall not be binding upon the Town of Essex, unless the Town of Essex is the party responsible for the performance of the obligations set forth above.

SECTION 3
REMEDIES

2.1 Attorneys' Fees. In the event that it becomes necessary for either party to take legal action to enforce the terms of this Agreement, then the party prevailing in such suit shall be entitled to an award of costs and reasonable attorneys' fees, in addition to such remedies as may be awarded by a court of competent jurisdiction.

SECTION 4
GENERAL

3.1 This Agreement may be amended by and only by an instrument executed and delivered by each party in title (fee or leasehold, as applicable) from time to time.

3.2 This Agreement shall be given effect and construed by application of the laws of Connecticut.

3.3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3.4 The recitals of this Agreement are a part of the Agreement.

3.5 This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, and facsimile and other electronically transmitted signatures shall be deemed

to be original signatures and of the same force and effect.

3.6. All notices required or permitted to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid or by nationally recognized overnight delivery service. Notices sent by registered or certified mail shall be deemed received three (3) days after mailing, and notices sent by overnight delivery shall be deemed received the next business day after being sent. Notices for the parties shall be sent to the following addresses, unless and until the other parties are notified otherwise:

To: First Selectman
Town of Essex
Essex Town Hall
29 West Avenue
Essex, CT 06426

To: Essex Housing Authority
16 Main Street
Centerbrook, CT 06409

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Agreement, as of the day and year first above written.

WITNESS:

Town of Essex

By _____
Selectman

Essex Housing Authority

By _____
Janice M. Atkeson
Executive Director

STATE OF CONNECTICUT)

_____) ss. Essex _____, 2015
COUNTY OF MIDDLESEX)

On this the ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____ acting in his capacity as Selectman of the Town of Essex, duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of the Town of Essex.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Old Saybrook _____, 2015
 COUNTY OF MIDDLESEX)

On this the ____ day of _____, 2015, before me, the undersigned officer, personally appeared **Janice M. Atkeson**, duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of the Essex Housing Authority.

Notary Public
Commissioner of the Superior Court

N:\WINWORD\Case Files - Non-PI\Essex Place - Affordable Housing\CROSS ACCESS EASEMENT AGREEMENT- CLEAN.doc

AGREEMENT REGARDING EASEMENTS AND
RIGHT OF FIRST REFUSAL

This Agreement regarding Easements and Right of First Refusal (hereinafter referred to as "Agreement"), is made this ____ day of _____, 2015 (the "Effective Date") by and between **PROSPERO DUO, LLC**, a Limited Liability Company in the Town of Branford, County of New Haven and State of Connecticut, **CTBK, LLC**, a Limited Liability Company with a principal place of business in the Town of Essex, County of Middlesex and State of Connecticut, **TOWN OF ESSEX**, a Municipal Corporation located in the Town of Essex, County of Middlesex and State of Connecticut and **ESSEX HOUSING AUTHORITY**, a Municipal Corporation located in the Town of Essex, County of Middlesex and State of Connecticut.

W I T N E S S E T H

WHEREAS, the parties are owners of parcels of land shown on the map entitled "Proposed Division of Land of Centerbrook N.O. Nelson Co. & Herbert T. Clark, III Middlesex Turnpike, Centerbrook – Essex, Connecticut Date: October 7, 1985, Revised December 24, 1986" prepared by Donald R. Carlson of Deep River, Connecticut, which map is recorded as Map 36 in the Essex Land Records (hereinafter the "Clark Map").

WHEREAS, PROSPERO DUO, LLC is the owner of property known as 24 Main Street, Centerbrook, Connecticut, Parcel B shown on the Clark Map.

WHEREAS, CTBK, LLC is the owner of property known as of 22 Main Street, Centerbrook, Connecticut, Parcel A shown on the Clark Map.

WHEREAS, the Town of Essex is the owner of property known as 26 Main Street, Centerbrook, Connecticut, Parcel C shown on the Clark Map.

WHEREAS, Essex Housing Authority is the owner of property known as 16 Main Street, Centerbrook, Connecticut, shown as N/F Donald M. Holland as shown on the Clark Map and is also a Lessee of the property known as 26 Main Street, Centerbrook, Connecticut, Parcel C shown on the Clark Map.

WHEREAS, the predecessors in title of the parties entered into an Agreement and Right of First Refusal dated September 17, 1998 which Agreement was recorded in Volume 177, Page 646 of the Essex Land Records on January 13, 1999.

WHEREAS, the parties wish to terminate certain provisions of the Agreement and provide and clarify the remaining rights and responsibilities of the parties herein after.

NOW THEREFORE, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the entry into this Agreement, the parties hereby establish and agree as follows:

1. Easement over 24 Main Street in favor of 26 Main Street.

PROSPERO DUO, LLC does hereby give, grant and ratify and confirm to the Town of Essex, its successors and assigns, including as of the date hereof Essex Housing Authority, a twenty-five (25') foot wide easement for access to 26 Main Street in, over, through and under that portion of 24 Main Street as shown on the Clark Map as "PROPOSED 25' R.O W. TO PARCEL "C" & LAND N/F Clark".

The Town of Essex and the Essex Housing Authority agree that the twenty-five (25') foot easement shall be used exclusively for emergency access to 26 Main Street and 16 Main Street, including motor vehicles, trucks and pedestrians and agree that the easement shall be controlled by posts with a chain approximately eighteen (18') feet wide and signage that states "FIRE LANE – DO NOT BLOCK", which easement controls are more particularly shown on the layout plan attached hereto as Schedule A. The Town of Essex and Essex Housing Authority agree that the existing parking on the 24 Main Street parcel can remain to the extent that it does not disturb the eighteen (18') foot wide access onto 26 Main Street.

2. Termination of easement over 22 Main Street.

The Town of Essex and Essex Housing Authority as Lessee do hereby terminate the right-of-way over 22 Main Street owned by CTBK, LLC which easement is shown on the Clark Map as "PROPOSED 25' R.O.W. IN FAVOR OF PARCEL "C", which easement was reserved in a Deed from Herbert T. Clark to David A. O'Neill dated December 30, 1986 and recorded in Volume 106, Page 712 of the Essex Land Records.

3. Parking and mailbox easement over 22 Main Street in favor of 24 Main Street.

CTBK, LLC does hereby give, grant and confirm unto PROSPERO DUO, LLC, an easement in, over, through and under 22 Main Street for access by motor vehicles, trucks, and on foot for parking in three (3) unassigned parking spaces on 22 Main Street for utilization by the owner to remain for access by the owner of 24 Main Street, PROSPERO DUO, LLC and/or its tenants.

Additionally, CTBK, LLC does hereby give, grant and confirm an easement to allow the existing wooden mailbox on the Main Street side of the property to remain and for the owner of 24 Main Street, PROSPERO DUO, LLC and/or its tenants to access the mailbox.

4. Termination of Right of First Refusal.

CTBK, LLC and PROSPERO DUO, LLC do hereby covenant and agree with the Town of Essex that the Right of First Refusal in the Agreement dated September 17, 1998 which was recorded in Volume 177, Page 646 of the Essex Land Records on January 13, 1999 is extinguished and has no further force and effect.

5. The easements described in Paragraphs 1, 2 and 3 above shall at all times be deemed to be a continuing non-exclusive easements and shall apply to and be binding upon and inure to the benefit of the parties thereto, their respective successors and assigns.

6. Attorneys' Fees. In the event that it becomes necessary for any party to take legal action to enforce the terms of this Agreement, then the party prevailing in such suit shall be entitled to an award of costs and reasonable attorneys' fees, in addition to such remedies as may be awarded by a court of competent jurisdiction.

7. This Agreement may be amended by and only by an instrument executed and delivered by each party in title (fee or leasehold, as applicable) from time to time.

8. This Agreement shall be given effect and construed by application of the laws of Connecticut.

9. The recitals of this Agreement are a part of the Agreement.

10. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument which can be combined for recording on the land records.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Agreement, as of the day and year first written above.

WITNESS:

Town of Essex

By _____

Its Selectman

PROSPERO DUO, LLC

By _____

Kevin C. Geenty
Its Member

CTBK, LLC

By _____

Essex Housing Authority

By Janice M. Atkeson
Executive Director

STATE OF CONNECTICUT) ss. _____, 2015
COUNTY OF MIDDLESEX)

On this the ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, acting in his capacity as Selectman of the Town of Essex, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of the Town of Essex.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. _____, 2015
 COUNTY OF MIDDLESEX)

On this the _____ day of _____, 2015, before me, the undersigned officer personally appeared **Kevin C. Geenty**, duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of PROSPERO DUO, LLC.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss.

_____, 2015

COUNTY OF MIDDLESEX)

On this the _____ day of _____, 2015, before me, the undersigned officer personally appeared **Norman Needleman**, duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of CTBK, LLC.

Notary Public

Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss. Old Saybrook

_____, 2015

COUNTY OF MIDDLESEX)

On this the _____ day of _____, 2015, before me, the undersigned officer, personally appeared **Janice M. Atkeson**, duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of the Essex Housing Authority.

Notary Public

Commissioner of the Superior Court

N:\WINWORD\Case Files - Non-P\Essex Place - Affordable Housing\Agreement re: easement and right of first refusal.doc