

*Robert J. Black*

2017 OCT 16 A 10:56

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
OCTOBER 17, 2017

TOWN CLERK  
EAST HARTFORD

7:00 P.M. Executive Session

**REVISED 10-16-17**

=====  
Announcement of Exit Locations (C.G.S. § 29-381)

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. October 3, 2017 Executive Session
  - B. October 3, 2017 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. East Hartford Police Department: Annual Asset Forfeiture Report FY2017
  - B. Update from Riverfront Recapture**
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Bloomberg Philanthropies 2017 Mayors Challenge Competition
  - B. Referral to Real Estate Acquisition & Disposition Committee re: 99-101 East River Drive and 237 East River Drive
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. 65 Roberts St Limited Partnership v. Town of East Hartford – Tax Appeal**
  - B. Goodman Allan S, Inc. v. Town of East Hartford – Tax Appeal**
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: October 31<sup>st</sup>)

*Robert J. Pask*

2017 OCT 10 A 9:08

TOWN COUNCIL MAJORITY OFFICE

OCTOBER 3, 2017

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Ram Aberasturia, Joseph R. Carlson, Patricia Harmon and Michael G. Kurker

ALSO Scott Chadwick, Corporation Counsel  
PRESENT Brian Smith, Assessor

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:03 p.m.

MOTION By Esther Clarke  
seconded by Bill Horan  
to **go into** Executive Session to discuss the following cases:

- The pending assessment (tax) appeal known as Connecticut CVS Pharmacy, LLC v. Town of East Hartford, Docket No. CV-17-6037402-S, involving 972 Silver Lane; and
- The pending assessment (tax) appeal known as The Bakery Center, LLC v. Town of East Hartford, et al, Docket No. CV-17-6037260-S, involving 515 Connecticut Boulevard; and
- The pending Superior Court action known as Doosan Fuel Cell America, Inc. v. Town of East Hartford, et al, Return Date October 17, 2017, involving the assessment and taxation of certain personal property (fuel cells).

Motion carried 9/0.

MOTION By Esther Clarke  
seconded by Bill Horan  
to **go back to** Regular Session.  
Motion carried 9/0.

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Bill Horan  
to **adjourn** (7:30 p.m.)  
Motion carried 9/0.

Attest

  
Richard F. Kehoe  
Town Council Chair

*Robert J. Gack*

EAST HARTFORD TOWN COUNCIL

2017 OCT 10 A 9:08

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

OCTOBER 3, 2017

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader  
Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I.  
Weinberg, Ram Aberasturia, Joseph R. Carlson, Patricia Harmon and  
Michael G. Kurker

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:37 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Robert Valerio, 552 Goodwin Street, questioned the increase in the amount of the tax abatement sought by the Horizon Group. Mr. Valerio noted that the Horizon Group, which also developed an outlet center in Laredo, Texas, paid taxes to the city of Laredo while that outlet center was under construction.

Marc Okun, the business agent for the local carpenters' union, represents approximately 45 families that live in East Hartford. Mr. Okun stated that the Horizon Group is committed to working with responsible contractors who employ local residents. Those contractors and employees are strongly in favor of the Outlet Shoppes at Rentschler Field.

Susan Kniep, 50 Olde Roberts Street, (1) is pleased to finally see development on Rentschler Field and hopes that the benefits to the East Hartford residents will be sooner rather than later; (2) very concerned about the impact of the lack of a state budget on the town's financial status; and (3) asked if the town of East Hartford is considering allocating any funds under the Connecticut City and Town Development Act.

APPROVAL OF MINUTES

September 19, 2017 Executive Session

MOTION By Linda Russo  
seconded by Ram Aberasturia  
to **approve** the minutes of the September 19, 2017 Executive Session.  
Motion carried 9/0.

September 19, 2017 Public Hearing

MOTION By Linda Russo  
seconded by Ram Aberasturia

to **approve** the minutes of the September 19, 2017 Public Hearing.  
Motion carried 9/0.

September 19, 2017 Regular Meeting

MOTION By Linda Russo  
seconded by Pat Harmon  
to **approve** the minutes of the September 19, 2017 Regular Meeting.  
Motion carried 9/0.

NEW BUSINESS

Hartford Outlet Shoppes, LLC/The Outlet Shoppes at Rentschler Field:

Mayor Leclerc provided the Councillors with a timeline of the progress this project has made, which began March 2014 when the town first met with the Horizon Group. The Mayor recognized the following individuals: Gary Skoien, CEO of the Horizon Group, Tom Rumpitz, Senior Vice President of the Horizon Group, Anthony Lazzaro, CRDA Deputy Director & General Counsel, Attorney John F. Stafstrom, Pullman & Comley, legal counsel for the Horizon Group, James Matos, of The Matos Group, Corporation Counsel Scott Chadwick, Assistant Corporation Counsel Rich Gentile, Finance Director Mike Walsh, Development Director Eileen Buckheit and the Town's Planning & Zoning Commission.

Presentation by Representatives of Hartford Outlet Shoppes, LLC.

Gary Skoien headed the presentation for the Outlet Shoppes at Rentschler Field. He stated that this project will have a high percentage of union employees –more so than any other project that the Horizon Group has been involved with in the United States. The design of the building is basically the same, except that the size has been reduced to 280,000 s.f. for phase I with an additional 140,000 possible in phase II. There is room for 70 retailers and several dining venues – restaurants, quick eating shops and fast-food vendors. The building itself is designed as an open area structure with covered walkways. If approved tonight, Mr. Skoien plans to start construction immediately and anticipates a grand opening in November 2018.

Rich Gentile, Assistant Corporation Counsel summarized the Development Agreement and the Tax Assessment & Fees Agreement. Regarding the Development Agreement, Attorney Gentile stated that the agreement will govern the relationship between the Town, the Horizon Group and the Capital Region Development Authority (CRDA) as it relates to the construction of site improvements and infrastructure for the project, which work will utilize the \$12M that the Town expects to receive from an Urban Action Grant from the Connecticut Department of Economic and Community Development (DECD). Regarding the Tax Assessment & Fees Agreement, Attorney Gentile outlined the benefits available to the Developer.

Mike Walsh, Finance Director, spoke to the tax abatement contained in the Tax Assessment & Fees Agreement. The proposed property tax abatement will be a 10 year plan – with 100% abatement of taxes related to the increased assessment, in years 1 and 2. In year 3 the town will begin to receive real estate taxes. In addition, the 70 retailers

that are proposed for the Outlet Shoppes at Rentschler Field will be responsible for personal property taxes from the start. There will also be an estimated \$1.3M in building and other permit fees. In summary, Finance Director Walsh estimated that over the 10 year abatement plan, factoring in personal property taxes and real estate taxes, the town stands to gain approximately \$11M in revenue.

Development Agreement, Tax Assessment and Fees Agreement

MOTION       By Linda Russo  
                  seconded by Bill Horan  
                  to **adopt** the following resolution:

**Whereas**, HARTFORD OUTLET SHOPPES, LLC (together with its successors and permitted assigns, the "Developer"), was formed for the purposes of building and leasing a retail outlet shopping center to be known as The Outlet Shoppes at Rentschler Field (the "Project"); and

**Whereas**, phase I of the Project, containing at least 280,000 square feet of space, will cost in excess of \$106 million; and

**Whereas**, funding for the Project will be comprised of approximately \$69,000,000 in conventional financing, \$26,000,000 in the Developer's equity and \$12,000,000 the Town has received or will receive from an Urban Action Grant from the Connecticut Department of Economic and Community Development ("DECD") to assist in financing for the "Infrastructure and Site Work" relating to the Project; and

**Whereas**, The Town has been asked to provide certain financial assistance with respect to the construction of the Infrastructure and Site Work; and

**Whereas**, pursuant to the Town Council's December 13, 2016 authorization the Town will enter into an "Assistance Agreement" with the State of Connecticut, acting through DECD, which sets forth the terms and conditions of the State's financial assistance under the Urban Action Grant; and

**Whereas**, in connection with the Assistance Agreement the Town, the State of Connecticut, acting through DECD, and the Developer will enter into a Pass-Through Agreement which sets forth the terms and conditions of the State's financial assistance under the Urban Action Grant being passed through the Town to the Developer; and

**Whereas**, pursuant to the Town Council's November 1, 2016 authorization, the Town and the Capital Region Development Authority (the "CRDA") will enter into a Memorandum of Understanding, wherein the parties will agree that CRDA will provide construction administration and oversight and act as the construction monitor on behalf of the Town to ensure that the State's construction compliance requirements are met for work to be constructed with State funds; and

**Whereas**, the Town Council is being asked to provide authority for the Town to enter into a Tax Assessment and Fees Agreement, wherein, subject to certain conditions, the Town will pledge to abate up to \$16,858,093 in property taxes relating to phase I of the Project over the course of ten years, and set Building Permit fees of the Department of Inspections and Permits and the Office of the Fire Marshal for phase I of the Project at 1.3 million; and

**Whereas**, the Town Council is being asked to provide authority for the Town to enter into a Development Agreement with Developer wherein, subject to Town and CRDA review and audit, Developer agrees to develop and construct the Infrastructure and Site Work in connection with Phase I of the Project; and

**Whereas**, it is in the best interests of the Town to enter into the Tax Assessment and Fees Agreement and Development Agreement to ensure the building of The Outlet Shoppes at Rentschler Field, and to spur further development at Rentschler Field.

**NOW THEREFORE BE IT RESOLVED:**

That subject to the below-listed conditions, the Mayor is authorized, in her sole discretion and at any time after the "Construction Commencement Date" as set forth in a proposed lease between RFDC 1, LLC and Hartford Outlet Shoppes, LLC., to sign (or, if a document has been signed and is being held in escrow, release from escrow) and enter into (1) a Tax Assessment and Fees Agreement with Hartford Outlet Shoppes, LLC and/or its affiliates and permitted assigns, and all associated and necessary documentation, amendments and revisions related thereto, with respect to the 280,000 square foot, or greater, phase I of the Project, which Agreement shall also set the building permit fees of the Department of Inspections and Permits and the Office of the Fire Marshal for the first phase of the Project at \$1.3 million, and contain a tax assessment schedule which is consistent with the schedule set out in the draft agreement contained in a memo from Assistant Corporation Counsel Richard P. Gentile to Town Council Chairman Richard Kehoe, dated September 29, 2017; and (2) a Development Agreement with Hartford Outlet Shoppes, LLC and/or its affiliates and permitted assigns, and all associated and necessary documentation, amendments and revisions related thereto, with respect to the development and construction of the Infrastructure and Site Work necessary for phase I of the Project which is consistent with the draft agreement contained in a memo from Assistant Corporation Counsel Richard P. Gentile to Town Council Chairman Richard Kehoe, dated September 29, 2017.

The Mayor's authority to execute documents or, if applicable, to agree to release executed documents from escrow, is conditioned on the following:

1. The design of the Project is substantially consistent with the design and elevations approved by the Town's Planning and Zoning Commission on May 10, 2017.
2. That the Developer will seek no further funding, or concessions, from the Town or the State in connection with the Project.
3. That any changes to the Project Budget, construction schedule, or design or location of the Project that result in cost savings shall be shared with the Town.
4. That the Developer has closed its construction loan for the Project.
5. That the type and mix of tenants holding leases for the Project as of March 31, 2018 shall be substantially consistent with the type and mix of tenants described by representatives of Developer to the Town Council on October 3, 2017; and

**BE IT FURTHER RESOLVED:**

That the approvals set forth in this resolution shall lapse and be null and void and of no effect if substantial construction on the Project, as determined by the Town's Director of Inspections and Permits, does not commence by March 31, 2018.

On call of the vote, motion carried 9/0.

*A copy of the September 29, 2017 memorandum from Assistant Corporation Counsel Rich Gentile to Town Council Chair Rich Kehoe, along with the Development Agreement and Assessment and Fees Agreement, follows these minutes.*

Emergency Management Performance Grant FY2017

MOTION By Ram Aberasturia  
seconded by Linda Russo  
to **adopt** the following resolution:

RESOLVED, that Town of East Hartford, Connecticut may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Marcia A. Leclerc, as Mayor of the Town of East Hartford, Connecticut, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Hartford and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents.

On call of the vote, motion carried 9/0.

Recommendation from Real Estate Acquisition & Disposition Committee re: 146 Prospect Street

MOTION By Joe Carlson  
 seconded by Ram Aberasturia  
 that the Town Council (1) **approve** the gift of the property known as 146 Prospect Street from the Estate of Betty A. Weisner; and (2) **waive** the requirements of Town Ordinance 10-18(b) with respect to obtaining an appraisal and survey of the property, given the fact that there is no consideration for the acquisition, and that the property will be utilized as open space; accordingly it is in the best interests of the town to waive such requirements.  
 Motion carried 9/0.

Refund of Taxes

MOTION By Marc Weinberg  
 seconded by Linda Russo  
 to **refund** taxes in the amount of \$23,199.11  
 pursuant to Section 12-129 of the Connecticut General Statutes.  
 Motion carried 9/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2016-03-0050055	ABBOTT BRUCE M	2002/3N1CB51D72L675133	-16.22
2016-03-0051161	AMADOR-ARRILLAGA PEDRO	2013/2T1BU4EEXDC124264	-20.13
2016-03-0051561	APPIAH BEATRICE O	2008/JM1CR29L380322610	-10.24
2016-01-0011994	AYR PROPERTIES SEP LLC	34 JEFFREY DR	-70.42
2016-03-0052445	BAFFOUR-AWUAH AUGUSTINE	2006/JTMBD33V765032882	-47.74
2016-03-0052743	BARLOW EDWARD J	2015/5J8TB4H51FL022824	-54.84
2016-03-0052932	BATISTA ANTONIO	2007/KMH DU46D37U088273	-9.25
2016-03-0053326	BENJAMIN MICHAEL M	2002/1J4GW48SX2C268348	-16.83
2016-03-0053618	BILODEAU MARC A	2010/KMHCM3AC2AU157014	-55.68
2016-03-0054008	BONFIELD RICARDO A	2010/KM8NU4CC5AU118882	-20.70
2016-03-0054258	BRADLEY SHERRY M	1999/1G3NF52E6XC364975	-5.31
2016-03-0054290	BRANCALEONE RICHARD M	1998/1GKDT13W1W2559895	-5.44
2016-03-0054667	BROWN JOSEPH A	2003/JNKDA31A33T107214	-32.83

2016-03-0055219	CAB EAST LLC - DEPT 231601	2013/5LMJJ2J53DEL09373	-742.72
2016-03-0055615	CAPODICASA MARK A	2004/1HD1BVB114Y079346	-12.26
2016-03-0055759	CARMONA ANA C	2002/JTEHD21A020011069	-13.38
2016-03-0056898	CARROLL DIANNE CONNORS WILLIAM EXC KATHRYN CONNORS	2003/4S3BE635137209778	-11.71
2016-03-0057768	CONNORS	1999/1G2HX52K2XH223943	-19.07
2015-01-0001822	CORELOGIC	83 CONNECTICUT BLVD	-4,133.14
2015-01-0009257	CORELOGIC	11 SPARROWBUSH RD	-2,797.46
2015-01-0004627	CORELOGIC	49 KINGSTON DR	-3,615.18
2016-03-0058110	COSKER ROBERT A	1998/1HGCG3153WA016752	-5.95
2016-03-0058134	COSTA MARIA L	2001/JN8DR09Y21W583223	-7.58
2016-03-0058357	CROSS CARL C	2005/JNRAS08WX5X200910	-19.78
2016-03-0058595	CUEVA RITA A	2014/5NPDH4AE8EH532294	-21.52
2016-03-0058600	CUEVAS LAUREN E	2003/3FAHP37373R131291	-11.87
2016-03-0058841	MERCEDES-BENZ FINANCIAL SERVICES	2014/WDDSJ4GB3EN117933	-329.09
2016-03-0058850	MERCEDES-BENZ FINANCIAL SERVICES	2015/55SWF4KB4FU059883	-449.73
2016-03-0058863	MERCEDES-BENZ FINANCIAL SERVICES	2013/WDDGF8AB8DA818044	-385.44
2016-03-0059459	DEFEMIA DONALD F JR	2004/1J4GL38K44W127070	-10.18
2016-03-0060799	DUMAIS LISA	1999/19UUA5655XA026081	-20.32
2015-03-0090203	DUMOND BRYCE J	2006/1HGCM66826A057645	-218.48
2016-03-0060995	DZIADOSZ SOPHIE J	2007/WAUDH48H77K025310	-113.76
2016-03-0061719	ENTERPRISE FM TRUST	2014/1FTNE1EW1EDA01832	-1,927.23
2016-03-0061784	ENUGULA VIJAY	2007/JHLRE48737C108688	-20.38
2016-03-0062206	FELICIANO TOMAS	2006/5NPEU46FX6H089066	-8.74
2016-03-0062335	FIEDLER JANINE M	2000/JM1BJ2223Y0220857	-33.41
2016-01-0005470	GABRIEL GLORIETTA	18 HAMNER ST B-2	-467.05
2016-03-0064226	GIDVILAS JOHN R	2003/3FAFP31313R182334	-5.09
2016-03-0064240	GILBERT CHARLES D	2008/KMH DU46D68U455667	-20.42
2016-03-0064538	GONYER LAWRENCE S	2006/1G8AW15F66Z141773	-7.94
2016-03-0064649	GONZALEZ LUIS A	1998/JHLRD1861WC045176	-11.81
2015-04-0084002	GRUNSKA MARIAH A	2002/2FTRF08L32CA31498	-57.53
2016-03-0065830	HARRIALMOHAMM BADWATI A	2011/JN8AS5MV7BW262829	-39.87
2016-03-0065856	HARRIS JACQUELINE E	2004/5GZCZ43D04S892722	-6.43
2016-03-0066947	HONDA LEASE TRUST	2014/2HKRM4H7XEH668211	-250.4
2016-03-0066956	HONDA LEASE TRUST	2014/19XFB2F81EE246194	-83.74
2016-03-0066969	HONDA LEASE TRUST	2015/2HKRM4H54FH608201	-206.69
2016-03-0066988	HONDA LEASE TRUST	2013/19XFB2F87DE280316	-146.72
2016-03-0066989	HONDA LEASE TRUST	2013/2HGFB2F57DH602707	-153.73
2016-03-0066998	HONDA LEASE TRUST	2015/19XFB2F84FE239953	-188.96



2016-03-0067034	HONDA LEASE TRUST	2014/2HGFB2F59EH513514	-123.04
2016-03-0067048	HONDA LEASE TRUST	2014/1HGCR2F39EA126151	-203.71
2016-03-0067061	HONDA LEASE TRUST	2014/19UUA8F20EA007989	-154.94
2016-03-0067104	HONDA LEASE TRUST	2014/1HGCR2F30EA134073	-58.37
2016-03-0067117	HONDA LEASE TRUST	2014/2HKRM4H56EH612944	-180.54
2015-03-0066926	HYUNDAI LEASE TITLING TRUST	2013/5NPDH4AE6DH426330	-250.01
2016-03-0067601	HYUNDAI LEASE TITLING TRUST	2015/5NPDH4AE3FH630179	-50.5
2016-03-0067622	HYUNDAI LEASE TITLING TRUST	2014/KMHDH6AH7EU026107	-194.24
2016-03-0067633	HYUNDAI LEASE TITLING TRUST	2014/5NPEC4AC7EH882310	-189.73
2016-03-0067642	HYUNDAI LEASE TITLING TRUST	2014/5XYKTCA63EG530940	-202.4
2016-03-0068319	JOHNSON BERNARD D	2004/3D7KU28D54G106838	-23.94
2016-03-0068359	JOHNSON EMMANUEL	2005/1J4GR48K15C724880	-20.00
2016-03-0069214	KELSER CORPORATION	2002/1FDXE45S12HA49905	-160.93
2016-03-0070099	LAJOIE MICHAEL R	1994/1B7GG23X7RW118166	-15.68
2016-03-0070100	LAJOIE MICHAEL R	2002/3D7HU18NX2G149159	-13.86
2016-03-0070607	LAZODELAVEGA JUAN G	2005/JF1SG63665H710669	-9.60
2016-03-0071965	MADE U LOOK PROMOTIONS L.L.C.	2013/JTDKTUD3XDD557699	-100.00
2016-03-0072069	MAJERSKI ELIZABETH A	2008/3N1AB61E18L732344	-10.27
2016-01-0004754	MCCUE MORTGAGE COMPANY	266 GOODWIN ST	-2,098.67
2016-03-0074197	MILLER JAMES L	2006/JHLRD78986C026802	-32.80
2016-03-0074348	MIRABAL JUAN R	2010/3N1BC1AP3AL413555	-11.30
2015-03-0089879	NISSAN INFINITI LT- TAX OPERATIONS	2012/JN1BY1ARXCM392845	-685.24
2016-03-0076165	NKRUMAH YAA	2003/4A3AA46G93E128920	-20.90
2016-03-0076499	ODEA ANNAMARIA	2004/4T1BE32K14U854984	-9.76
2013-04-0086093	PADILLA WANDA I	2011/JA4AP4AU0BZ017902	-10.76
2015-03-0077089	PEDRO JOAN Y	2015/2HKRM4H74FH621600	-119.24
2016-03-0078143	PEREZ MARIA M	2003/2FMZA53433BB85370	-45.44
2016-03-0079320	QUACH PHAM T	2005/2D4GP44L15R166419	-8.22
2016-03-0079493	RACHLIN FAYE B	2012/JF1GJAF64CH027419	-68.64
2016-03-0079561	RAMA SEAUPERSAUD	1999/1GCCT19W5X8108031	-9.6
2016-03-0080138	REYES MARIA	2006/1G1ZT518X6F289709	-17.31
2016-03-0080280	RICHARDS GARY S	2011/JF2SHADC9BH737702	-50.59
2015-03-0079849	RIVERA FRANCISCO	2004/MMWRC33424TC49645	-70.67
2016-03-0080633	RIVERA RITA	2004/3VWSR69M54M069581	-17.95
2016-03-0081271	RODRIGUEZ GRISSSEL	2003/1GNDT13S332214394	-9.44

2016-03-0082537	SANCHEZ ANIBAL J	2014/1HGCR2F55EA306535	-32.48
2016-03-0082822	SANTIAGO MARIA A	2001/1FTYR14U51TA56852	-9.73
2016-03-0083650	SHELDON MARK A	1997/1B7HC16X6VS270978	-10.75
2016-03-0084110	SKOWRONEK ERYK T	2008/1FTZR15E48PA05843	-21.57
2015-03-0083753	SOTO FERNANDO	2005/KL5JD66Z85K153373	-54.39
2016-03-0084511	SOTO FERNANDO	2005/KL5JD66Z85K153373	-56.64
2016-03-0085588	TAYLOR-ROTBERGS SHANI M	2002/5TEWM72N12Z016128	-35.07
2016-03-0085989	TIERINNI CHRISTOPHER J	2015/1HD1GXM14FC324215	-23.65
2016-03-0086298	TORRES WILLIAM	2015/JN8AF5MV5FT550909	-97.28
2016-03-0086520	TOYOTA LEASE TRUST	2016/JTJBARBZ9G2059369	-186.88
2016-03-0086947	TURGEON NORMAN J	2008/JHLRE48748C030682	-21.31
2016-03-0087248	UTZ TRAN LLC	2008/1FCJE39L08DA90128	-183.2
2016-03-0087251	UTZ TRAN LLC	2006/1FDSE35L66DA11807	-114.62
2015-03-0086522	VALAND ANJAN B	2009/4T1BK46K59U594251	-22.87
2015-04-0090336	VW CREDIT LEASING LTD	2016/3VWD17AJ4GM387848	-81.10
2016-03-0088999	WHITESELL DAVID B	2005/1EC5B362554283922	-59.01
2016-03-0089265	WILLIAMS LOUISE	2001/2C3AE66G41H578486	-5.25
2016-03-0090002	ZHICAY VERONICA E	1997/19UYA1257VL023037	-10.85
		<b>Total</b>	<b>\$(23,199.11)</b>

#### OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke noted that a lot of the town's fire hydrants are in dire need of repair and was pleased to see that some are being painted. She asked if MDC is in the process of repairing the hydrants. *The Mayor indicated that the fire hydrants were painted by volunteers at the Mayor's Clean-up Day. MDC has no intention of making any improvements.*

Pat Harmon reported that residents at 875 Tolland Street told her that the road floods in front of their home whenever it rains. They also took a picture of the road after a recent heavy rain. *Mayor Leclerc knows that there are several areas of town where roads flood with heavy rain. She asked for the photo and will speak with Tim Bockus, Public Works Director about the situation there.*

#### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

##### Connecticut CVS Pharmacy, LLC v Town of East Hartford – Tax Appeal

MOTION By Linda Russo  
seconded by Ram Aberasturia  
to **accept** Corporation Counsel's recommendation to settle the pending

assessment (tax) appeal known as Connecticut CVS Pharmacy, LLC v Town of East Hartford, Docket NO. HHB-CV-17-6037402-S, involving 972 Silver Lane, from the fair market value of \$3,628,940 to the fair market value of \$3,414,170, which shall generate a reduction of \$6,974.70 in property taxes, for the Grand List Year of 2016.  
Motion carried 9/0.

The Bakery Center, LLC v Town of East Hartford – Tax Appeal

MOTION By Linda Russo  
seconded by Ram Aberasturia  
to **accept** Corporation Counsel's recommendation to settle the pending assessment (tax) appeal known as The Bakery Center, LLC v Town of East Hartford, et al., Docket NO. HHB-CV-17-6037260-S, involving 515 Connecticut Boulevard, from the fair market value of \$2,349,857 to the fair market value of \$2,000,000, which shall generate a reduction of \$11,522.56 in property taxes, for the Grand List Year of 2016.  
Motion carried 9/0.

Doosan Fuel Cell America, Inc. v Town of East Hartford – Tax Appeal

MOTION By Linda Russo  
seconded by Ram Aberasturia  
to **accept** the recommendation of Corporation Counsel to settle the pending state court action known as Doosan Fuel Cell America, Inc. v Town of East Hartford, et al., with a return date of October 17, 2017 for a total sum of \$58,000.00.  
Motion carried 9/0.

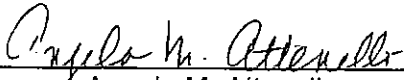
OPPORTUNITY FOR RESIDENTS TO SPEAK

Susan Kniep, 50 Olde Roberts Street, asked if UTC would still be responsible for the taxes on the leased land at Rentschler Field. Chair Kehoe stated that the town would continue to receive taxes on the leased land.

ADJOURNMENT

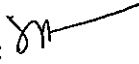
MOTION By Esther Clarke  
seconded by Bill Horan  
to **adjourn** (9:20 p.m.).  
Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be October 17<sup>th</sup>.

Attest   
Angela M. Attenello  
TOWN COUNCIL CLERK



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 11, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: COMMUNICATION: Asset Forfeiture FY 17 Summary

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Attached is the Asset Forfeiture Report for fiscal year ending June 30, 2017 from the Police Department. This report is being submitted per Section 10-49 of the Town Ordinances and Section 54-36i of the Connecticut General Statutes.

Please place this report on the October 17, 2017 Town Council agenda.

Thank you.

C: M. Walsh, Finance Director  
S. Sansom, Police Chief

# Summary of Asset Forfeiture Accounts FY 16-17

<b>State Asset Forfeiture S4520</b>	<b>Beginning Balance 07/01/16</b>	<b>35,228.26</b>
	Deposits	64,490.66
	Expenditures	43,662.80
	<b>Ending Balance 06/30/17</b>	<b>56,056.12</b>

<b>Receipts</b>	<b>Expenditures</b>
8/26/2016	Education and Training
368.2	10,205.51
8/31/2016	Office Expenses
1,348.20	1,500.00
9/22/2016	Misc Supplies
2,158.80	6,893.52
10/21/2016	Misc Reimbursements
19,902.40	5,700.10
10/21/2016	(Travel Training)
4,550.00	7,799.00
11/9/2016	Vehicle Used
9,402.40	(Undercover Drug Unit)
11/9/2016	Safety Equipment
2,905.70	10,969.68
11/18/2016	(Bullet Proof Shields
931.00	Computers/Equip.
11/28/2016	594.99
1,746.50	<b>43,662.80</b>
12/19/2016	
894.96	
12/19/2016	
4,810.40	
1/27/2017	
1,624.00	
2/27/2017	
4,353.30	
4/7/2017	
6,274.80	
5/24/2017	
3,220.00	
<b>64,490.66</b>	

**Federal Asset Forfeiture S3500**

**Beginning Balance 07/01/16** **15,133.50**

Deposits (incl. interest 323.55) 116,433.58

Expenditures 3,648.00

**Ending Balance 06/30/17** **127,919.08**

**Receipts**

2/2/2017 43,209.27

4/10/2017 71,872.51

5/24/2017 1,028.25

**116,110.03**

323.55

**116,433.58**

interest

**Expenditures**

Training 1,650.00

Equipment 1998

**3,648.00**

## Attenello, Angela

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**From:** Mike Zaleski <MZaleski@Riverfront.org>  
**Sent:** Friday, October 06, 2017 4:36 PM  
**To:** Mike Zaleski  
**Cc:** Peter Morse  
**Subject:** First Friday Five from the 'Front - October 6, 2017  
**Attachments:** 20170926\_081854.jpg

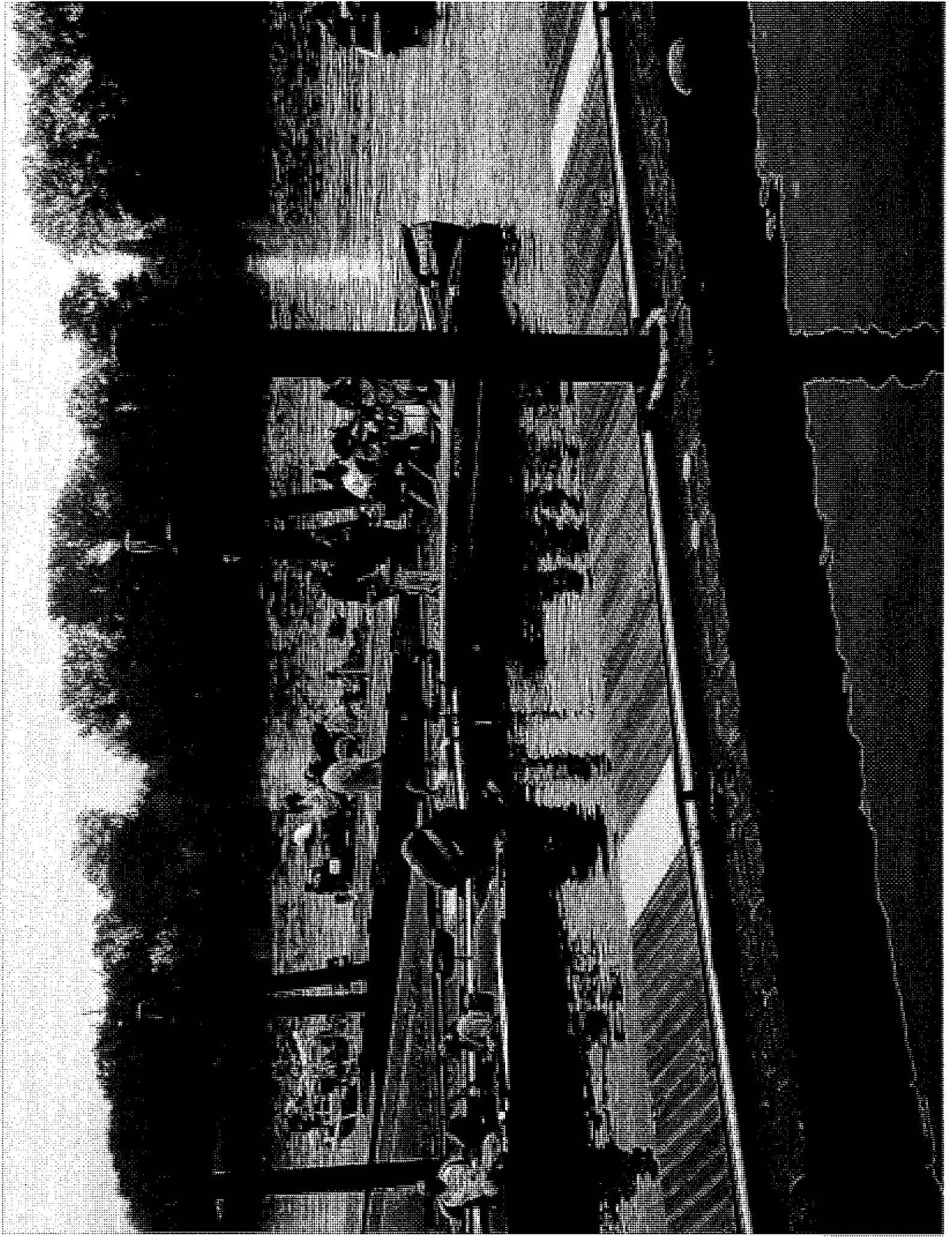
Five quick items of interest for RRI Board members about Riverfront Recapture activities that have taken place or lie ahead:

- The 2017 Head of the Riverfront Regatta was held this past Sunday and was a great success with almost 3,500 rowers competing over the course of the day. We estimate close to 10,000 people were in our parks to enjoy the competition and great fall weather. Click [here](#) to check out Andy Hart's photos from the day and [here](#) to watch some really neat time lapse videos of rowers on the river.
- Riverfront has had a private tree contractor in Great River Park for the past week or so removing more than 40 trees that were either dead or diseased. These trees were posted and approved for removal by Town of East Hartford officials. We have spent a fair amount of time and park resources in 2017 addressing trees in all of our parks. These trees have either come to the end of their life and presented a danger to the public or ash trees that have succumbed to the emerald ash borer infestation that is comprising so many trees in New England. We are excited to move forward with our plan in 2018 to replace these trees, as appropriate, in our parks and maintain the magnificent tree canopy that is a source of pride for Riverfront.
- The Connecticut DEEP held a public meeting last week where the three finalists that they have selected for their Resource Rediscovery project presented their proposals. DEEP is looking to modernize central Connecticut's solid waste system and address the future of the enormous trash to energy plant that sits on the banks of the Connecticut River just south of Charter Oak Landing. Two of the three proposals offer the opportunity for greater riverfront access. One proposes to build a riverwalk connection from Charter Oak Landing through to the airport. After reviewing all of the proposals, Riverfront will submit a letter supporting the projects that offer greater riverfront access. The individual presentations can be found [here](#) on the DEEP website.
- Riverside Park will be the site of a new event for Hartford tomorrow as [The Great Inflatable Race](#) comes to the Connecticut River. The Great Inflatable Race is a running race that will take participants throughout the park and up and over a series of large inflatable obstacles. The event travels from city to city and chose Riverside Park as their Hartford venue.
- Riverfront was pleased to once again host a couple of dozen veterans in late September for the 6th annual Veterans Fishing Tournament. The tournament is produced in partnership with CT Bass Nation and Sports Association of Gaylord Hospital. It's a great event that is genuinely appreciated by the veterans. I have attached a picture of some of the teams heading out that morning. You can click [here](#) and [here](#) to see some of the news coverage.

Please feel free to call me at any time to discuss any of these items. Thanks for being a Riverfront Board member!

Have a great weekend.


Mike







## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 11, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Bloomberg Philanthropies 2017 Mayors Challenge Competition

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The Town of East Hartford is eligible to compete for funding under the 2017 Mayors Challenge Competition through Bloomberg Philanthropies. This program provides funding for city leaders to test creative ideas to solve their most pressing challenges.

Of the 555 towns who have applied, 35 will be awarded \$100,000, with the top applicant winning \$5 million and four additional applicants winning \$1 million each. The program does not require a cash or in-kind match from the municipality. This is the Town's second application to this program, which has only been offered one other time in the United States in 2013.

Please place this resolution on the October 17, 2017 Town Council agenda.

Thank you.

C: E. Buckheit, Development Director  
P. O'Sullivan, Grants Manager

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 17th day of October, 2017

## R E S O L U T I O N

**WHEREAS;** Bloomberg Philanthropies has made grants of up to \$5 million available to municipalities through the 2017 Mayors Challenge Program, a nationwide ideas competition for U.S. cities, and

**WHEREAS;** the purpose of initiative to help city leaders think big, be bold, and uncover inventive — and, ultimately, shareable — ideas that tackle today's toughest problems,

**NOW THEREFORE LET IT BE RESOLVED;** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by Bloomberg Philanthropies as they pertain to this Mayors Challenge grant.

**AND I DO CERTIFY** that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_ day of October, 2017.

Seal

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: 2017 Mayors Challenge Competition

Funder: Bloomberg Philanthropies

Grant Amount: See below

Frequency:  One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>N/A</u>		
Last 3 years received:	_____	_____	_____
Funding level by year:	\$ _____	\$ _____	\$ _____

Is a local match required?     Yes     No

If yes, how much?    N/A

From which account? N/A

Grant purpose:    The competition is designed to help city leaders think big, be bold, and uncover inventive — and, ultimately, shareable — ideas that tackle today’s toughest problems.

Results achieved:    The creation and implementation of sharable ideas tht can help cities and towns address and overcome their toughest problems.

Duration of grant:    No more than three years from date of award

Status of application: Under development

Meeting attendee:    Development Director Eileen Buckheit, x7303

Comments:    This is a two stage application process. In the initial application phase, cities and towns describe an urgent challenge and how they will address that challenge in an innovative way. From that process, 35 Champion Cities will be awarded up to \$100,000 to begin bring their ideas to life. After a second application process, Bloomberg Philanthropies will award the grand prize winner \$5 million and four cities each will win \$1 million.

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *PO'S*

SUBJECT: Council Resolution – Application to Bloomberg Philanthropies for a 2017 Mayors Challenge Grant

DATE: October 6, 2017

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Attached is a draft Town Council resolution authorizing you as Mayor to apply to Bloomberg Philanthropies for a grant under the 2017 U.S. Mayors Challenge Grant Competition.

The Mayors Challenge is a component of Bloomberg Philanthropies' American Cities Initiative, a \$200 million effort to empower U.S. cities to generate innovation and advance policy that moves the nation forward. The Mayors Challenge encourages city leaders to think big, be bold, and uncover inventive and shareable ideas that tackle today's toughest problems.

Cities and Towns complete the initial application describing an urgent challenge and how they will tackle that challenge in an innovative way. 35 Champion Cities will be awarded up to \$100,000 to begin to bring their ideas to life. Of those 35, one applicant will win the grand prize of \$5 million and four others will each win \$1 million. I have attached a press release announcing the competition for your information.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 17, 2017. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director

<http://www.bloomberg.org>

# Latest News

PRESS RELEASES • SEP 07, 2017

## **555 Cities Join Bloomberg Philanthropies' U.S. Mayors Challenge to Tackle Urgent Urban Problems and Improve City Life**

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*Record-setting number of participants enter competition to help cities innovate and address urban challenges, representing nationwide interest in finding unique approaches to governing*

*Competition is part of Mike Bloomberg's American Cities Initiative; Foundation hosting workshops in 300 cities across 45 states*

NEW YORK, September 7, 2017 — Bloomberg Philanthropies today announced that 555 cities – from all 50 states, Washington, D.C., and Puerto Rico – have entered the 2017 Mayors Challenge, a nationwide ideas competition for U.S. cities. This represents the highest-ever number of entrants for the Challenge, underscoring an urgency from city leaders to identify and solve the most critical issues of the day.

The Challenge returns to the U.S. this year as the first investment in the \$200 million American Cities Initiative, a recently announced suite of new and expanded offerings from Bloomberg Philanthropies that will strengthen U.S. cities through bold leadership. The 2017 Mayors Challenge builds upon the success of previous Bloomberg Philanthropies-sponsored Challenges in the U.S. (2013), Europe (2014), and Latin America and the Caribbean (2016).

The 555 cities that entered have the potential to impact nearly 100 million citizens. Cities of every size, geography, and political affiliation are involved, representing an increased interest in finding creative solutions to urban challenges.

**Trends emerging in the applications include:**

- Participating cities are split nearly evenly between Red and Blue states, based on the 2016 national elections, with 49.4 percent in states that voted Democratic in the presidential election and 48.8 percent in states that voted Republican.
- More than 4 in 10 of eligible cities in the South chose to RSVP. While participating mayors represent cities from across all regions of the U.S., the South is the most robustly represented.
- There was a 50 percent increase in RSVPs from smaller cities (defined as cities with between 30,000 and 100,000 residents) as compared to the number of small cities that applied in the 2013 U.S. Mayors Challenge.
- Ninety of the 100 largest U.S. cities have entered the competition.

- States with the highest rate of participation from eligible cities are: Vermont with 100 percent; Nevada with 83 percent; Maryland with 78 percent; West Virginia with 75 percent; and Mississippi and Maine, each with 67 percent.

“The incredible response to this year’s Challenge really shows how cities are taking the reins to drive our nation forward – and how eager mayors from both parties are to collaborate and try new things,” said Michael R. Bloomberg, founder of Bloomberg Philanthropies and three-term Mayor of New York City. “We’re looking forward to seeing the great ideas that cities propose and develop through the Challenge.”

### **Bloomberg Philanthropies Hosting Workshops in 300 Cities:**

To help spur actionable ideas, Bloomberg Philanthropies is hosting local “Idea Accelerator” workshops in each of the first 300 cities that signed up for the Mayors Challenge. The full-day sessions are designed to provide municipal officials with cutting-edge strategies and tools to identify and address their most pressing concerns. By October 1, the workshop series will have included 2,000 hours of skill-building lessons delivered to more than 3,000 city leaders in 45 states.

In January 2018, Bloomberg Philanthropies will award 35 “Champion Cities” \$100,000 each to prioritize issues facing their cities, develop homegrown solutions, and bring these ideas to life. This funding will give each city the chance to test and refine its idea, creating a coast-to-coast laboratory for civic innovation. In October 2018, five Mayors Challenge winners will be selected based on each idea’s vision for tackling an urgent challenge, promise for impact and successful implementation, and potential to spread to other cities. One city will win the \$5 million grand prize; four others will receive \$1 million implementation awards.

“The Mayors Challenge is an innovation process that cities can use to develop, test, and scale new approaches to the most pressing challenges they face – from fostering economic development to repairing aging infrastructure to encouraging social inclusion. It’s competitive and collaborative all at once, as cities work together to build better solutions we all can benefit from,” said James Anderson, the head of Bloomberg Philanthropies’ Government Innovation program. “From what we’ve seen to date, the issues cities are focusing on offer an incredible snapshot of America at this particular moment in time – both our challenges and our bottom-up optimism that we can move forward in exciting new ways.”

To learn more about the Mayors Challenge, visit

<http://mayorchallenge.bloomberg.org>

(<http://mayorchallenge.bloomberg.org/>) and @BloombergCities on **Twitter**

(<https://twitter.com/BloombergCities>) and **Instagram**

(<https://www.instagram.com/bloombergcities/>).

### **About Bloomberg Philanthropies**

Bloomberg Philanthropies works in over 120 countries around the world to ensure better, longer lives for the greatest number of people. The organization focuses on five key areas for creating lasting change: Arts, Education, Environment, Government Innovation, and Public Health. Bloomberg Philanthropies encompasses all of Michael R. Bloomberg's charitable activities, including his foundation and his personal giving. In 2016, Bloomberg Philanthropies distributed \$600 million. For more information, please visit [bloomberg.org](http://www.bloomberg.org) (<http://www.bloomberg.org/>) or follow us on **Facebook** (<https://www.facebook.com/bloombergdotorg>), **Instagram** (<https://www.instagram.com/bloombergdotorg/>), **Snapchat** (<https://www.snapchat.com/add/bloombergdotorg>), and **Twitter** (<https://twitter.com/bloombergdotorg>).

### **Media Contacts**

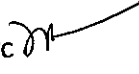
Bloomberg Philanthropies, Rebecca Carriero, (212) 205-0182 |

[rebeccac@bloomberg.org](mailto:rebeccac@bloomberg.org) (<mailto:rebeccac@bloomberg.org>)





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 11, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

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The United States Army Corps of Engineers (USACE) requires the Town to secure property rights for the maintenance, repair, and control of the levees. Phase I of the levee reconstruction project involves two parcels: 99-101 East River Drive and 237 East River Drive.


Corporation Counsel has compiled the attached packet and, which includes a summary of the proposed transactions necessary to secure the property rights, and that have been negotiated and tentatively approved by all parties involved.

Please refer this matter to the Real Estate Acquisition and Disposition Committee at the October 17, 2017 meeting.

Thank you.

C: R. Gentile, Corporation Counsel

# OFFICE OF CORPORATION COUNSEL

Date : October 10, 2017  
To : Mayor Leclerc  
From : Richard Gentile   
Re : Property Rights Along Levee from East River Drive to the Bulkeley Bridge.

As you know, as part of the levee reconstruction project, the United States Army Corps of Engineers (USACE) requires that the Town secure property rights sufficient for the maintenance, repair and control of the existing Levee. Phase I of the project involves the Levee System from East River Drive to the Bulkeley Bridge. With respect to Phase I, the USACE is requiring the Town to acquire property rights in two parcels: 99-101 East River Drive and 237 East River Drive. The attached package includes a summary of the proposed transactions necessary to acquire these rights, documents that have been negotiated and tentatively approved by all sides (including the USACE), surveys, and summaries of environmental reports.

Kindly forward these materials to the Chairman for inclusion on the next agenda for a referral to the Real Estate Acquisition and Disposition Committee. I can provide the Council Clerk with sufficient copies of the attached materials for distribution to all members of the Town Council.

CC: Tim Bockus

## Executive Summary

- In order to comply with the requirements of the United States Army Corps of Engineers (“USACE”), the following are proposed transactions with respect to Phase I of the levee area:
  - **99 – 101 East River Drive** – This transaction involves two components:
    - The Fremont Group (“Fremont”) will grant an easement to the Town of East Hartford (the “Town”) for access and repair rights within the levee area as required by USACE. The proposed Easement is attached hereto as Exhibit A-1.
    - The Town will grant Fremont a ten-year license to park cars on a portion of property owned by the Town in an area where The Fremont Group currently parks cars without the benefit of an easement or license. The license agreement allows the Town to cause Fremont to remove all cars in the event of an emergency. The proposed License Agreement is attached hereto as Exhibit A-3.
    - A map showing the license area and the easement area is attached hereto as Exhibit A-2.
  - **237 East River Drive** – This transaction involves two components:
    - The Manchester Land Trust (the “Land Trust”) will deed the Town a portion of property previously owned by the Town to meet USACE requirements concerning control of the levee. The portion of the property taken by the Town was specifically limited to area previously owned by the Town in order to limit environmental liability for the Town based on a Phase I commissioned by the Town. The Town offered the Land Trust \$16,000.00 for the property based on a property appraisal summary attached hereto as Exhibit B-7. The proposed Deed is attached hereto as Exhibit B-5.
    - The Manchester Land Trust will grant the Town an easement for access and repair rights within the remainder of the levee area not taken by deed as required by USACE. The proposed Easement is attached hereto as Exhibit B-6. The cost/value of this easement has been taken into consideration when evaluating the \$16,000.00 purchase price described above
    - A map showing the proposed area to be deeded and the easement area is attached hereto as Exhibit B-4.
- **Conclusion:** We recommend that the above transactions for your consideration are consistent with USACE requirements.

## MEMORANDUM

To: Town of East Hartford, Connecticut

From: Rogin Nassau LLC

Date: October 05, 2017

Re: Connecticut River (Left Bank) Levee System  
Property Fee and Easement Acquisition – Phase 1

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The United States Army Corps of Engineers (“USACE”) is requiring that towns with a levee system along the Connecticut River meet certain access and control requirements of the levee system for repair, maintenance and emergency access. The Town of East Hartford has been working with local property owners in order to secure various property rights necessary to improve the Town’s ability to maintain and operate the above referenced levee system. The property acquisition activities for the system are being conducted in two phases. The USACE requires certain property rights in two properties located in the first phase of acquisitions. The first property, 99-100 East River Drive, is owned by the Fremont Group. The Town’s proposed solution for gaining the necessary access rights to the levee located at 99-100 East River Drive includes obtaining an easement from the Fremont Group and giving them a license to park in an area owned by the Town on which they are currently encroaching. The second property, 237 East River Drive is owned by the Manchester Land Trust. The Town’s proposed solution for gaining the necessary access rights to the levee located at 237 East River Drive includes obtaining fee simple ownership of a small portion of the Manchester Land Trust’s property, together with easement rights over additional property owned by the Manchester Land Trust. This proposal package includes more detail on what property rights would be obtained, the exact locations of these rights, and the actual conveyance documents transferring the rights.

### **I. Property #1 = 99 – 101 East River Drive**

A. Existing Conditions: The various properties located on the land side of the levee in the vicinity of East River Drive were redeveloped in the 1960s and 1970s. Portions of the former levee right of way were incorporated into the tract on which 99 – 101 East River Drive was constructed. Bituminous concrete surface parking, along with a portion of Fremont Group’s structured parking for the building, was approved and constructed within the levee right of way along the land side of the levee. Elements of the Levee collector drain / toe drain system are located in the former levee right of way which was transferred as part of the development of the property. The Town retained a drainage easement to provide for the maintenance and operation of the levee drainage system. No property rights for the two parking areas located within the levee right of way were conveyed by the Town to the developer. The USACE now requires that the Town obtain access rights to the levee over land currently owned by Fremont Group. Additionally, USACE, the Town and Fremont Group would like to document Fremont Group’s use of the parking areas located on Town land so that Fremont Group is using the area as of right and the Town can retain the needed control to access levee areas.

B. Proposed Actions: The Town and Fremont Group are proposing to enter into the following transactions.

1. The Town will grant a ten year license to Fremont Group for the use of the two parking areas located within the levee right of way. The Town has reviewed the encroachments associated with the two parking areas and found that the two parking areas do not adversely affect the Town's ability to operate and maintain the levee system as long as Fremont Group properly maintains the parking areas. The license requires Fremont Group to properly maintain the area and allows the Town to occupy the areas in order to operate and maintain the levee. Copies of the proposed license agreement and property map showing the proposed license area (in green) are attached as Exhibit A-1 "Proposed License Agreement" and Exhibit A-2 "Property Map".
2. Fremont Group will grant the Town an easement over the western and southern portions of the property in favor of the Town to operate and maintain the levee. The language for the proposed easement was developed based on the USACE's standard language and requirements. The easement encompasses all levee elements located on private property including the levee collector / toe drain system. The area of the easement contains area of the existing drainage easement in favor of the Town with minor modifications at the north end of the existing drainage easement along with a new area along the southern portion of the lot. The proposed easement includes additional area at the northern end of the drainage easement to provide sufficient area to allow for the replacement of the existing drainage manhole, if required. The construction of the Founders Bridge and the redevelopment of the area limited the Town's access between the Founders Bridge and the Bulkeley Bridge located to the north. The proposed easement will include the right for the Town to access the land side of the levee along the southern property line of 99-101 East River Drive. Copies of the proposed easement document and property map showing the proposed easement areas are attached as Exhibit A-3 "Proposed Easement Agreement" and Exhibit A-2 "Property Map".

## **II. Property #2 = 237 East River Drive**

A. Existing conditions: In the late 1980s, the Town was approached by a developer about the construction of a building to the south of the Riverpoint Condominium complex. The proposal included utilizing a portion of the levee right of way along with private property. The Town sold a portion of the levee right of way, including a portion of the land side of the levee embankment. The project was never developed. A number of years later, the area to the south of the condominium complex along with the former area of the levee right of way were transferred to the Manchester Land Trust. The deed conveying the property to the Manchester Land Trust, attached hereto as Exhibit B-1 "Manchester Land Trust Deed In", contained various restrictions that prevent development of the area and a transfer restriction on future conveyances because of environmental contamination that occurred on a portion of the property historically owned by Shell Oil Company.

The Town commissioned a Phase I Environmental Site Assessment from Milone & MacBroom, Inc. dated April 30, 2017 (the "Phase I", of which the executive summary is attached hereto as Exhibit B-2 "Phase I") to ascertain the current environmental condition at the Manchester

Land Trust property (full Phase I on file with Corporation Counsel). The Phase I disclosed that a portion of the Manchester Land Trust property was historically run by Shell Oil Company as a petroleum distribution terminal. There was historical contamination of petroleum on site as a result of this use, which contamination is still being bailed off site and monitored at the subject site by Shell Oil Company. The deed to the Town from the Manchester Land Trust prohibits the transfer of the property without Shell Oil Company's consent. The Town has obtained this consent from Shell Oil Company, which is attached hereto as Exhibit B-3 "Shell Oil Waiver". Because the Town of East Hartford owned a portion of the property now owned by the Manchester Land Trust from 1939 until 1989, the Town is already liable for any environmental contamination that may have occurred during the Town's ownership of the property. In order to limit the Town's possible environmental liability on-site, the Town has reduced the proposed area the Town would take in fee simple to exclude the property formerly owned by Shell Oil Company. The Town would only acquire easement rights to Manchester Land Trust property not formerly owned by the Town.

B. Proposed Actions: The Town, Shell Oil Company and the Manchester Land Trust have agreed that a portion of the Manchester Land Trust property will be sold to the Town. The real estate purchase will only include the former levee right of way that was transferred for development purposes. The Town will obtain an easement using the USACE's standard language and requirements for the remaining area shown on the proposed property map attached hereto as Exhibit B-4 "Property Map". Access to this area will be available from the abutting Town property located to the south. A copy of the proposed deed is attached hereto as Exhibit B-5 "Proposed Deed" and a copy of the proposed easement is attached hereto as Exhibit B-6 "Proposed Easement".

In order to determine a fair and reasonable price for the purchase of the property, the Town commissioned an appraisal from Valbridge Property Advisors dated June 2, 2016, the summary of which is attached hereto as Exhibit B-7 "Property Appraisal" (full appraisal on file with Corporation Counsel). Based on the recommendation of the appraisal, the Town offered the Manchester Land Trust \$16,000.00 for the property to be deeded to the Town, subject to Town Council consent. The Manchester Land Trust accepted this offer.

Please review the proposed land transactions. If the property acquisitions are acceptable to the Town Council, the Town will move forward with the contemplated transactions.

**EXHIBIT A-1**

**Proposed License Agreement**

**LICENSE AND INDEMNITY AGREEMENT**

**THIS LICENSE AND INDEMNITY AGREEMENT** (this "Agreement") dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between **THE TOWN OF EAST HARTFORD**, having an address at 740 Main Street, East Hartford, Connecticut 06108 ("Grantor") and **FREMONT RIVERVIEW, LLC**, having an address at c/o The Fremont Group, L.L.C., 65 La Salle Road, Suite 202, West Hartford, Connecticut 06107 ("Grantee").

**PRELIMINARY STATEMENT**

Grantor owns certain property located west of, and adjacent to, 99-101 East River Drive, East Hartford, Connecticut (the "Property"). Grantee desires to use a portion of the parking area at the Property as shown on Exhibit A attached hereto (the "Premises") for parking of Grantee's vehicles and Grantor desires to grant Grantee the right to use the Premises for parking of Grantee's vehicles and for no other purpose.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I**

**Grant of License and Conditions of Use**

1.01. Grantor hereby grants and conveys to Grantee a temporary, revocable, non-exclusive license to the Premises for the sole purpose of parking, on an unreserved, non-exclusive basis, normal passenger vehicles, pick-up trucks, passenger vans and similar vehicles solely for Grantee, its guests and employees, together with the right of access to pass and re-pass over and across the Premises in order to access Grantee's vehicles and for no other purpose (the "License"). Except for the foregoing License, Grantor hereby expressly reserves all of its other rights and interests in and to the Premises. Grantee agrees to cooperate with Grantor and other tenants and/or licensees of the Property in the use of the Premises. Grantee accepts the Premises in their "AS IS" condition with all faults and defects. Without limiting Grantor's rights hereunder, Grantor shall have the absolute right to access, modify and/or reconfigure the Premises as is necessary in Grantor's sole discretion without prior notice to Grantee to maintain its levee system. In the event that the Premises or Property are disturbed or damaged during the exercise of any rights by or on behalf of Grantee hereunder, Grantee shall restore, or cause the restoration of, the Premises or Property to substantially the same condition existing immediately prior to such disturbance or damage. In the event of an emergency or in the event Grantee does not perform such restoration in a timely fashion, Grantor shall have the right (but not the obligation) to restore or cause such restoration to be completed and any cost incurred by Grantor shall be reimbursed by Grantee within 30 days of presentation of the appropriate statement therefor and any late payment shall bear interest at a rate of 15% per annum. Grantee's foregoing restoration obligation shall survive the termination or expiration of this Agreement.

## **ARTICLE II**

### **Term**

2.01. The initial term of this Agreement shall commence on the Effective Date and shall expire on the last day of the 120th full calendar month following the Effective Date. Thereafter, provided that this Agreement has not otherwise been terminated pursuant to Section 2.02 or otherwise, the Grantee is not in default under this Agreement and no set of circumstances exist that would give rise to a default hereunder, the Grantee shall have the right to extend the term of this Agreement on the same terms and conditions set forth in this Agreement, for five (5) successive ten (10) year periods upon six (6) months prior written notice to Grantor. Notwithstanding the foregoing, in the event that Grantee shall fail to affirmatively exercise its right to extend the term of this Agreement, Grantee's extension right(s) shall not lapse or extinguish until and unless Grantor shall have provided written notice to Grantee of its failure to exercise its extension right(s) (the "Reminder Notice"), and Grantee shall thereafter fail to exercise its extension right(s) within twenty (20) days after its receipt of the Reminder Notice.

2.02. Upon a default hereunder, Grantor shall have the right to terminate this Agreement upon not less than thirty (30) days written notice to Grantee. Upon the date set forth in such notice of termination, this Agreement shall terminate immediately.

## **ARTICLE III**

### **Indemnity; Liability**

3.01. Grantee shall indemnify, defend and hold Grantor and its licensees, invitees, agents and employees (collectively, the "Grantor Parties") harmless from and against all claims, liabilities, losses, penalties, damages and costs, including, without limitation, reasonable legal fees and expenses which any or all them may incur, resulting from Grantee's use of the Premises or the access granted hereunder or any action or non-action by or on behalf of Grantee. Grantee releases and covenants not to sue Grantor or the Grantor Parties with respect to any personal injury or property damage suffered by Grantee or any person claiming through Grantee, whether, resulting directly or indirectly, wholly or partly, from the access granted hereunder or the breach of the terms of this Agreement, including any action or non-action by or on behalf of Grantee. This indemnity shall survive the termination or expiration of this Agreement.

3.02 Beginning on the Effective Date, Grantee shall at its sole expense, maintain with respect to the Premises, commercial general liability insurance and property damage insurance with policy terms and coverage limits acceptable to Grantor in its sole discretion, which insurance shall be maintained with responsible insurance companies qualified to do business in the State of Connecticut. Grantee shall promptly submit certificates of insurance to Grantor evidencing such insurance. Such certificates shall name Grantor as an additional insured.

## **ARTICLE IV**

### **Maintenance**

4.01 The Grantee shall be responsible for, and bear the cost and expense of, any and all maintenance, restoration, modification, repair and/or replacement of the Premises including, without limitation, existing bituminous concrete parking lot, the concrete retaining walls, the storm water drainage systems and any other appurtenances and improvements now or hereafter located on the



Premises (the "Maintenance"). Any Maintenance undertaken by Grantee pursuant to this Article 4 shall be subject to all applicable federal, state and local laws and regulations. In the event that Grantee fails to complete the required Maintenance with all due diligence, Grantor shall have the right, but not the obligation, to cure such failure upon 30 days written notice to Grantee. Notwithstanding the foregoing, in the event of an emergency no advance written notice shall be required. Any costs incurred by Grantor shall be reimbursed by Grantee within thirty (30) days of presentation of the appropriate statement therefor and any late payment shall bear interest at a rate of 15% per annum.

4.02 Notwithstanding the foregoing, Grantee shall not conduct any Maintenance on the Premises unless and until: (i) Grantee submits to Grantor a detailed work plan of the work to be undertaken, which work plan shall be subject to Grantor's approval granted in its sole discretion; (ii) Grantee submits to Grantor evidence of insurance acceptable to Grantor in its sole discretion; (iii) Grantee obtains all permits and approvals that may be required by Grantor or any other federal, state or local authority with jurisdiction over the Premises or the Maintenance for the proposed work; and (iv) ten (10) days prior written notice to Grantor of its intent to begin such Maintenance.

4.03 Notwithstanding anything contained herein, Grantor shall have the absolute and unconditional right throughout the term of this Agreement and any extension thereof, to require Grantee to temporarily vacate the Premises for the purpose of accessing, constructing, maintaining, repairing, replacing, operating and patrolling the Grantor's flood protection system for the period of time deemed necessary by Grantor for such construction, access, maintenance, repair, replacement, operation or patrol.

**4.04 Grantee shall immediately notify Grantor of any condition, situation or deficiency on the Premises that may, in any way, adversely affect Grantor's flood protection system.**

## **ARTICLE V** **Miscellaneous**

5.01. Neither Grantor nor its officers, directors, beneficiaries, agents, employees, successors and assigns shall be responsible or liable to any extent for (i) damages to or theft of any vehicle or its contents due to fire, collision, vandalism or any other cause, (ii) injuries or liabilities suffered by any person while using the Premises, or (iii) any losses or other damages incurred by any party by reason of that party's inability to use the Premises.

5.02. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.03. In the event Grantee fails to comply with any term, condition or covenant of this Agreement, Grantor shall have the right to seek damages at law or in equity.

5.04. This Agreement shall be governed in accordance with the laws of the State of Connecticut.

5.05. Nothing herein shall be construed to create a landlord-tenant, partnership, joint-venture, or principal-agent relationship between the parties hereto, and no provisions hereof are intended to create or constitute any third party beneficial interests.

5.06. Whether or not specific reference is made to successors and assigns in each term and provision of this Agreement, all of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5.07. This Agreement may be amended, changed, modified, or canceled only by written instrument signed by the parties or their respective successors and assigns.

5.08. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original Agreement, and all of which shall constitute one Agreement.

5.09. Grantee's rights under this Agreement are personal to Grantee, and are not assignable or transferable without the prior written consent of Grantor in its sole and absolute discretion.

5.10. The Grantor named herein and each successive owner of the Property shall be liable only for the obligations accruing during the period of its ownership and the obligations of Grantor shall be binding upon the assets of Grantor that comprise the Property but not on the other assets of Grantor.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**GRANTOR:**

**THE TOWN OF EAST HARTFORD**

By: \_\_\_\_\_  
Name:  
Title:

**GRANTEE:**

**FREMONT RIVERVIEW, LLC**

By: \_\_\_\_\_  
Jonathan M. Keller  
Manager  
Duly Authorized

## EXHIBIT A

### Map Reference

"Easement Map; Prepared For Fremont Riverview, LLC, 99-101 East River Drive East Hartford, Connecticut; Dated November 21, 2016; Scale 1" = 40', Sheet 1 of 1; Close Jenson & Miller, P.C., Consulting Engineers, Land Planners & Surveyors, 1137 Silas Deane Highway Wethersfield, Connecticut 06109"

### License Area #1

Starting at a point at the southwest property corner of Parcel #1; thence running N 2° – 04' – 00" E along the westerly property line of Parcel #1 a distance of 14.95 feet to a point of beginning; thence running westerly along the arc of a curve, to the left, for a distance of 4.54 feet to a point, said curve having a radius of 4.64 feet, and a central angle of 56° – 02' – 35"; thence running westerly along the arc of a curve, for a distance of 5.55 feet to a point, said curve having a radius of 1,219.13 feet, and a central angle of 0° – 15' – 39"; thence running N 12° – 13' – 56" W for a distance of 30.56 feet to a point; thence running N 3° – 38' – 49" E for a distance of 302.91 feet to a point; thence running N 30° – 29' – 28" W for a distance of 3.99 feet to a point; thence running N 8° – 56' – 16" W for a distance of 5.57 feet to a point; thence running N 5° – 18' – 26" E for a distance of 39.72 feet to a point; thence running N 7° – 55' – 26" E for a distance of 99.16 feet to a point; said point being the northwest corner of the License Area #1; thence running S 82° – 34' – 46" E for a distance of 18.81 feet to a point, said point being the northeast corner of License Area #1 which is located on the western property line of Parcel #1; thence running S 8° – 06' – 15" W along the western property line of Parcel #1 for a distance of 1.09 feet to a point; thence running S 5° – 56' – 00" W along the western property line of Parcel #1 for a distance of 164.40 feet to a point; thence running S 3° – 34' – 00" W along the western property line of Parcel #1 for a distance of 294.98 feet; thence running S 2° – 04' – 00" W along the western property line of Parcel #1 for a distance of 9.65 feet to the point of beginning.

Said License Area #1 contains 8,739.285 square feet or 0.20 acres.

### License Area #2

Starting at a point at the northwest property corner of Parcel #2; thence running S 11° – 31' – 00" W along the westerly property line of Parcel #2 a distance of 3.39 feet to a point of beginning; thence running S 11° – 31' – 00" W along the western property line of Parcel #2 for a distance of 99.53 feet to a point; thence running S 8° – 06' – 15" W along the western property line of Parcel #2 for a distance of 223.75 feet to a point; thence running westerly along the arc of a curve, to the right, for a distance of 52.63 feet to a point, said curve having a radius of 34.64 feet, and a central angle of 87° – 03' – 39"; thence running N 7° – 38' – 33" E for a distance of 125.18 feet to a point; thence running N 78° – 27' – 05" W for a distance of 11.43 feet to a point; thence running N 10° – 48' – 19" E for a distance of 159.77 feet to a point; thence running easterly along the arc of a curve, to the right, for a distance of 29.75 feet to a point, said curve having a radius of 415.00 feet, and a central angle of 4° – 06' – 27"; thence running S 77° – 46' – 06" E for a distance of 16.00 feet to westerly property line of Parcel #2 and the point of beginning.

Said License Area #2 contains 12,570.34 square feet or 0.288 acres

**EXHIBIT A-3**

**Proposed Easement Agreement**

After recording return to:

Rogin Nassau  
City Place I, 22nd Floor  
185 Asylum Street  
Hartford, Connecticut 06103  
Attention: Flynn Boonstra

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Easement") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017 is given by **FREMONT RIVERVIEW, LLC**, a Connecticut limited liability company, having an address of c/o The Fremont Group, LLC, 65 La Salle Road, Suite 202, West Hartford, Connecticut 06107, its successors and assigns (the "Grantor"), to **THE TOWN OF EAST HARTFORD**, a Connecticut municipality, having an address of 740 Main Street, East Hartford, Connecticut 06108, Attention: Richard Gentile, Esq., its successors and assigns (the "Grantee").

**PRELIMINARY STATEMENT**

Grantor is the fee simple owner of that certain parcel of land situated in East Hartford, Connecticut commonly known as 99-101 East River Drive, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Grantor Property"). Grantee is the fee simple owner of that certain parcel of land situated in East Hartford, Connecticut and adjacent to Grantor Property as more particularly depicted on Exhibit B attached hereto and made a part hereof ("Grantee Property"). Grantor wishes to grant Grantee, certain rights of ingress and egress, use, operation and maintenance of the Grantee's levee system over and on portions of the Grantor Property.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee as follows:

**ARTICLE I**

**Granting of Rights**

1.01 Grantor hereby grants Grantee, for the use and benefit of Grantee, its successors and assigns, and their respective employees, agents, contractors, invitees, customers, patrons, visitors, permittees, a perpetual and assignable non-exclusive easement in the land designated as "Easement Area" on Exhibit C attached hereto and made a part hereof (the "Easement Area") for the purpose of accessing, constructing, maintaining, repairing, replacing, operating and patrolling a flood protection levee and levee drainage collector, including all appurtenances thereto (collectively, the "Levee System"); reserving, however, to the Grantor, their successors and assigns, all such rights and privileges in the Easement Area as may be used without interfering with or abridging the rights

and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. Grantor shall not grant any other rights to this Easement Area that would in any way interfere with or abridge the rights granted in this Easement. In the event that Grantee must access, construct, maintain, repair or replace elements of the Levee System within the Easement Area, Grantee may temporarily prohibit access to the Easement Area in order to complete such work, provided that Grantee will use reasonable efforts to mitigate any loss of parking spaces within the Easement Area during the undertaking of such work.

## ARTICLE II

### Maintenance of Easements

2.01 In perpetuity, Grantor shall maintain the Easement Area at its sole expense in a good state of condition and repair, including without limitation, the maintenance, repair and/or replacement of all groundwater drainage systems located within the Easement Area and Grantor's Property, so as to ensure an unobstructed flow of groundwater runoff over and from the Easement Area. Notwithstanding anything in this Easement to the contrary, the repair, maintenance, and replacement of the Levee System shall be the sole responsibility of Grantee, all at Grantee's sole cost and expense, other than any repair, maintenance and replacement to the Levee System which is necessitated by the acts or omissions of Grantor, which Grantee shall perform at the sole cost and expense of the Grantor.

2.02 In the event that Grantor fails to maintain the Easement Area in accordance with Section 2.01 above, Grantee shall have the right, but not the obligation, to perform such maintenance obligations at Grantor's sole cost and expense. Grantor shall reimburse Grantee for any reasonable costs and expenses incurred by Grantee as a result of such maintenance within ten (10) days of Grantor's receipt from Grantee of a request for reimbursement.

## ARTICLE III

### Notices

3.01 Each notice, demand, request, consent, approval, disapproval, designation, or other communication hereunder shall be in writing and shall be given or made or communicated by (a) Federal Express or other similar reputable overnight delivery service, or (b) certified or registered mail, return receipt requested, and addressed to the Grantor at the addresses first recited, or in the event of a conveyance of the Grantor Property subsequent to the date hereof, to the address recited in the deed or instrument conveying such property. Grantee may designate a different address from time to time, provided, however, it has given at least ten (10) days' advance notice of such change of address in the manner provided above. Notice shall be deemed received upon acceptance or rejection.

3.02 Grantor shall give Grantee notice within five (5) business days of the actual or constructive receipt of notice of any pending violation, condemnation or other event, action or condition relating to Easement Area that may materially interfere with Grantee's use and enjoyment of Easement Area including, but not limited to, Grantee's access, maintenance and replacement of its flood protection levee system.

## ARTICLE IV

### Miscellaneous

4.01 The obligations of Grantor shall be deemed to be covenants running with the land to which they pertain and shall be binding on and inure to the benefit of the Grantor, Grantee and their respective successors and assigns.

4.02 If any provision of this Easement shall, to any extent, be invalid or unenforceable, the remainder of the Easement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

4.03 This Easement shall be governed in accordance with the laws of the State of Connecticut.

4.04 Nothing herein shall be construed to create a partnership, joint-venture, or principal-agent relationship between the Grantor and Grantee hereto, and no provisions hereof are intended to create or constitute any third party beneficial interests.

4.05 Whether or not specific reference is made to successors and assigns in each term and provision of this Easement, all of the terms and provisions of the Easement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and Grantee.

4.06 This Easement may be amended, changed, modified, or canceled only by written instrument in reasonable form signed by the Grantor and Grantee or their respective successors and assigns.

4.07 This Easement may be executed in multiple counterparts, each of which shall be deemed to be an original Easement, and all of which shall constitute one Easement.

4.08 If, at any time, the Grantor shall fail to perform any covenant or agreement required to be performed pursuant to this Easement or if the Grantor shall do or threaten to do anything in violation of this Easement, then the Grantee, after the expiration of any applicable grace periods provided for in this Easement, shall have, in addition to those remedies expressly set forth herein, all rights and remedies, at law or in equity, including but not limited to, the right to specifically enforce such covenant or threatened violation. Notwithstanding the foregoing, should Grantor fail to fulfill any obligations pursuant to this Easement, the Grantee shall have the right to fulfill that obligation or cause that obligation to be fulfilled and to seek reimbursement for all reasonable out of pocket expenses associated therewith from Grantor.

4.09 The Grantor or Grantee, at any time and from time to time, in connection with the sale, transfer or lease of the Grantee or Grantor's property, or in connection with the financing or refinancing of Grantee or Grantor's property by deed to secure debt, mortgage, deed of trust or sale-leaseback made in good faith and for value, shall deliver written notice to the other party, its successors and assigns, requesting such party to certify in writing that to the best of its knowledge, (a) this Easement is in full force and effect and a binding obligation of the Grantor and the Grantee, (b) this Easement has not been amended or modified, either orally or in writing, and if so amended, identifying the amendments, and (c) any other matter the Grantor or Grantee may reasonably request. Grantee or Grantor, upon receiving such request, shall execute and return such certificate within thirty (30) days following the receipt thereof. Failure by such party to execute and return such certificate within the specified period shall be deemed an admission on such party's part and conclusive evidence that the requesting party is current and not in default in the performance of the requesting party's obligations under this Easement.

*[Remainder of page intentionally blank]*



**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**Signed, Sealed, and Delivered  
In the Presence of:**

\_\_\_\_\_  
  
\_\_\_\_\_

**GRANTOR:**

**FREMONT RIVERVIEW, LLC**

By: \_\_\_\_\_  
Name: Jonathan M. Keller  
Its: Manager  
Duly Authorized

**GRANTEE:**

**TOWN OF EAST HARTFORD**

By: \_\_\_\_\_  
Name:  
Its:  
Duly Authorized

STATE OF CONNECTICUT      )  
  ) ss:  
COUNTY OF HARTFORD      )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared Jonathan M. Keller, the Manager of **FREMONT RIVERVIEW, LLC**, the signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in such capacity, and the free act and deed of **FREMONT RIVERVIEW, LLC**.

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT            )  
   ) ss:  
COUNTY OF HARTFORD            )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared  
\_\_\_\_\_, the \_\_\_\_\_ of the **TOWN OF EAST  
HARTFORD**, the signer and sealer of the foregoing instrument, and acknowledged the same to be  
his/her free act and deed in such capacity, and the free act and deed of the **TOWN OF EAST  
HARTFORD**.

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Grantor Property

EXHIBIT B

Grantee Property

## EXHIBIT C

### Easement Area

#### Map Reference

“Easement Map; Prepared For Fremont Riverview, LLC, 99-101 East River Drive East Hartford, Connecticut; Dated November 21, 2016; Scale 1” = 40’, Sheet 1 of 1; Close Jenson & Miller, P.C., Consulting Engineers, Land Planners & Surveyors, 1137 Silas Deane Highway Wethersfield, Connecticut 06109”

Starting at a point on the westerly street line of East River Drive, said point being at the southeasterly corner of Parcel #1 as well as the southeasterly corner of the easement to be conveyed; thence running S 84° – 58” – 01” W along the southerly property line of Parcel #1 for a distance of 108.89 feet to a point, said point being the southwesterly corner of the easement to be conveyed; thence running N 2° – 04’ – 00” E for a distance of 24.60 feet to a point along the westerly property line of Parcel #1; thence running N 3° – 34’ – 00” E for a distance of 294.98 feet along the westerly property line of Parcel #1 to a point, said being the northwesterly corner of the easement to be conveyed; thence running N 69° – 11’ – 51” E for a distance of 28.43 feet to a point; thence running S 1° – 13’ – 01” W for a distance of 276.69 feet to a point; thence running S 87° – 09’ – 03” E for a distance of 14.88 feet to a point; thence running N 63° – 59’ – 37” E for a distance of 16.35 feet to a point; thence running S 87° – 58’ – 36” E for a distance of 42.19 feet to a point, said point being located on the westerly street line of East River Drive; thence running southerly along the arc of a curve, to the left, for a distance of 17.54 along the westerly street line of East River Drive, said curve having a radius of 427.00 feet, and a central angle of 2° – 21’ – 12”; thence running southerly along the arc of a curve, to the left, for a distance of 30.46 feet to the point of beginning located on the westerly street line of westerly street line of East River Drive, said curve having a radius of 346.70 feet, and a central angle of 5° – 02’ – 00”.

Said easement contains 14,043.549 square feet or 0.322 acres.

EXHIBIT B-1

**Manchester Land Trust Deed**

**VL 2910PG096**

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT:

**PHOENIX FOUNDERS, INC.**, a Connecticut corporation, having an office in care of Phoenix Life Insurance Company, One American Row, Hartford, Connecticut 06102-5056 (the "Releasor"), for a good and valuable consideration received to its full satisfaction of **MANCHESTER LAND CONSERVATION TRUST, INC.**, a Connecticut non-stock corporation, having an office at 20 Hartford Road, Manchester, Connecticut 06040 (the "Releasee"), has remised, released and forever quitclaimed, and does by these presents, for itself and its successors and assigns, justly and absolutely remise, release and forever QUITCLAIM unto the Releasee, its successors and assigns forever, all such right, title, interest, claim and demand as the Releasor has or ought to have in or to that certain piece or parcel of land, with the improvements thereon and appurtenances thereto, described in Schedule A attached hereto and made a part hereof (the "Property").

This QuitClaim Deed (this "Deed") is made upon the following conditions:

1. The Property hereby conveyed shall be preserved in perpetuity in its wild, natural, scenic and open condition as open space and for a nature preserve open to the general public for scientific, educational and aesthetic purposes, as a sanctuary for wildlife and wild flowers and plants and trees and for the purpose of engaging in certain recreational pursuits, including but not limited to, observing and identifying birds in their natural habitats, photography, and nature walks, excluding, however, commercial recreational activities.
2. No earth disturbance, moving or filling, grading, removal or deposition of material, alteration of the natural terrain, utility work, or any other site preparation, construction or building activity shall occur on the Property, and no building, structure, improvement, or facility shall be constructed, repaired, remodeled, reconstructed, or maintained on the Property other than such structures as currently exist on the Property.
3. No industrial or commercial activities shall be conducted or permitted in or on the Property.
4. No commercial signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Property.
5. No depositing, dumping, or abandoning of any solid wastes, junk, liquid wastes, or chemical substances on or in the ground of the Property shall occur.
6. Subject to the terms, conditions, obligations, covenants and provisions of that certain Driveway Easement dated as of the date hereof and recorded contemporaneously herewith, the grantee thereunder, its successors and assigns shall have the right to maintain, repair, replace and use (for pedestrian and vehicular access) the existing driveway currently located on the Property that provides access to the project known as Riverpoint on the Connecticut and more particularly described in the Declaration of Riverpoint on the Connecticut recorded in Volume 1226, Page 185 of the East Hartford Land Records, as amended, as more particularly described in such Driveway Easement.

LEGAL\_US\_E# 75227800.2

CONVEYANCE TAX RECEIVED

STATE	TOWN
\$ 6500. <sup>00</sup>	\$ 3250. <sup>00</sup>

*Sharon A. Miller*  
TOWN CLERK OF EAST HARTFORD

In

VL 2910PG097

Upon the occurrence of any event beyond the control of the Releasee making it impossible to comply with any of the terms, conditions, covenants and restrictions above set forth or upon a material breach of any of the terms, conditions, covenants and restrictions set forth above or upon a use of the Property for any purpose other than those purposes expressly set forth above, or if the Releasee is dissolved or its corporate existence is terminated, then title to the Property hereby conveyed shall be transferred to a public charity or governmental organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for preservation in perpetuity as open space.

By acceptance of this Deed, Releasee hereby acknowledges that each of Shell Oil Company ("Shell") and Riverpoint Condominium Association, Inc. ("RCA") have contributed funds for Releasee's acquisition of the Property from Releasee, that Shell and RCA would not have contributed such funds were it not for the terms, conditions, covenants and restrictions set forth in this Deed, and that each of Shell and RCA have a unique interest in the compliance by Releasee, its successors and assigns with the terms, conditions, covenants and restrictions set forth in this Deed. The members of RCA own the adjacent property known as "Riverpoint on the Connecticut" (created by Declaration of Riverpoint On the Connecticut recorded in Volume 1226, Page 185 of the East Hartford Land Records, as amended), are interested in the preservation of the Property in perpetuity as open space and the scenic views that such preservation affords to their property. Shell has certain environmental remediation obligations that are conditioned on the development of the Property and desires the Property to be preserved as open space in accordance with the terms, conditions, covenants and restrictions set forth herein. Releasee agrees, for itself and its successors and assigns that the restrictions set forth herein shall be enforceable by RCA and/or Shell, by injunctive relief or otherwise.

Releasee agrees, for itself and its successors and assigns, that each of Shell and RCA, their respective successors and assigns, shall have the right to enter upon the Property at reasonable times of the day and with reasonable notice to Releasee for the purposes of inspecting the Property, determining compliance with and enforcing the terms, conditions, covenants and restrictions set forth herein, and/or taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of the court, to remedy or abate any violation hereof. If a breach of these restrictions by Releasee or by a third party comes to the attention of Shell and/or RCA, and the Releasee, its successors or assigns fails to correct such breach within ninety (90) days after notice from Shell, RCA, and/or their respective successors or assigns, then Shell, RCA and/or their respective successors or assigns shall be entitled (but shall not be obligated) to take such action as any of them deems reasonably necessary to correct such breach, including, but not limited to legal proceedings to require the restoration of the Property to its condition as of the date hereof. The failure or delay by Shell, RCA and/or any of their respective successors or assigns, for any reason whatsoever, to enforce the terms, conditions, covenants and restrictions set forth herein shall not constitute a waiver of their respective rights and Releasee, for itself and its successors and assigns, hereby waives any defense of laches, prescription or estoppel.

If Releasee or its successors or assigns conveys the Property to an entity other than a similar land trust or uses the Property for any purpose other than open space or materially breaches the restrictions set forth herein, or should the CTDEP issue a new order requiring environmental obligations, Shell shall have a lien on the Property for all verifiable costs which

VL 2910PG098

may be expended by Shell, its agents or assigns, to address environmental obligations as required by operation of law, up to a maximum amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00), without recourse to any other property of Donee. Such lien shall be perfected by recording of a notice of lien by Shell in the East Hartford Land Records, and may be foreclosed in the same manner in which a mortgage may be foreclosed.

In the event of a condemnation of the premises described herein, the Grantee agrees to assign its rights, including those to prosecute a condemnation appeal, or to accept the proceeds of such condemnation without appeal, to Shell Oil Company (or any subsidiary designed by Shell) and Riverpoint Condominium Association, Inc., which entities shall share equally in such proceeds and any costs related to the prosecution of such appeal or the collection of such proceeds in connection with the condemnation, subject to reimbursement to the Grantee for any and all costs and expenses incurred in connection with the ownership of said premises from the time original Grantee takes title to the subject property to the date of condemnation.

TO HAVE AND TO HOLD the Property unto the Releasee and to its successors and assigns, to the only use and behoof of the Releasee, its successors and assigns forever, so that neither the Releasor, nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the Property or any part thereof, but it and every one of them shall by these presents be excluded and forever barred, except as otherwise provided in this deed.



VL2910PG099

IN WITNESS WHEREOF, the Releasor has executed this deed this 31 day of May, 2007.

Witnessed By:

PHOENIX FOUNDERS, INC.

Laura E. Anderson  
Laura E. Anderson

S.S. By:

[Signature]  
Printed Name: John Hebers  
Title: Vice President and Secretary

[Signature]  
Joseph Tedone

Pursuant to the provisions of Section 47-6b of the Connecticut General Statutes, as amended, the undersigned Releasee signs this deed to indicate acceptance of this Deed, subject to the terms, conditions, covenants and restrictions of this Deed.

In witness whereof, the undersigned has executed this Deed as of the 8<sup>th</sup> day of June, 2007.

Witnessed By:

MANCHESTER LAND CONSERVATION TRUST, INC.

[Signature]  
Patricia A. Rejman

By: [Signature]  
Malcolm F. Barlow, its president

[Signature]  
Thomas A. Covill

STATE OF CONNECTICUT )  
 ) ss: Hartford  
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 31 day of May, 2007, by John H Beers, Vice President of Phoenix Founders, Inc., a Connecticut corporation, on behalf of the corporation.

Jaura E Anderson  
Commissioner of Superior Court  
Notary Public  
My Commission Expires: 02/28/2008  
Affix Seal

STATE OF CONNECTICUT )  
 ) ss: Hartford  
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2007, by Malcolm F. Barlow, President of Manchester Land Conservation Trust, Inc., a Connecticut nonstock corporation, on behalf of the corporation.

Thomas A. Cantel  
Commissioner of Superior Court  
Notary Public  
My Commission Expires:  
Affix Seal

Latest Mailing Address of Releasee:  
20 Hartford Road  
Manchester, Connecticut 06040

VL 29.1 0PG 1 0 1

SCHEDULE A

Description of the Land

All that certain piece or parcel of land situated on the westerly street line of East River Drive in the Town of East Hartford, County of Hartford and State of Connecticut, shown as "N/F Phocnix Founders Inc." on a certain map entitled "Property of Phoenix Founders Inc. East River Drive East Hartford, Connecticut Scale 1" = 20' Dated Jan. 14, 1994 Sheet No. 1 Of 1 File No. M-2195 Revision No. 1 Date 2-2-94 Divided South Parcel Into Two" which map is or shall be on file with the Town Clerk of the Town of East Hartford to which reference may be had and which parcels are more particularly described as follows:

ENTC Map  
# 2240

Beginning at a point along the westerly street line of East River Drive being 203.66' from the point of intersection of the westerly street line of East River Drive with the southerly street line of Pitkin Street Extension (said point having coordinate values of N 339560.376 & E 623636.728 based on the Connecticut State plane coordinate system) also being the northeast corner of the herein described parcel and the southeast corner of land n/f Riverpoint Condominium Association, Inc. and designated as Phoenix Founders, Inc. on said map; thence running along the westerly street line of East River Drive, S06°-43'-48"E, 197.35' to a point; thence, turning and running S83°-16'-12"W, 90.88' to a point; thence, turning and running N55°-42'-01"W, 158.40' to a point; thence, turning and running S83°-30'-02"W, 21.74' to a point; thence, turning and running N58°-32'-58"W, 30.01' to a point; thence, turning and running N31°-33'-32"E, 5.00' to a point; thence, turning and running N58°-29'-38"W, 54.95' to a point; thence, turning and running N13°-30'-48"W, 37.05' to a point; and thence, turning and running N83°-16'-12"E, 300.14' to the point or place of beginning.

TOGETHER WITH an easement in favor of Phoenix Founders, Inc. from the Town of East Hartford dated January 21, 1987 and recorded in Volume 1029, Page 162 of the East Hartford Land Records.

TOGETHER WITH access to the flood dike area for the purposes of repair, inspection, construction and reconstruction rights over and across a certain parcel adjacent and contiguous to the above described parcel identified as "Town of East Hartford Basement" on the Survey; which rights and parcel are more particularly described in a certain Quitclaim Deed from the Town of East Hartford to Phoenix Founders, Inc. dated September 5, 1989 and recorded in Volume 1235, Page 266 of the East Hartford Land Records.

2001 JUN 11 P 3 39  
TOWN CLERK  
EAST HARTFORD  
*Sylvan G. Mullin*

04879

LEGAL\_US\_E # 75227800.2

**EXHIBIT B-2**

**Phase I**

**PHASE I ENVIRONMENTAL SITE ASSESSMENT**

**237 EAST RIVER DRIVE  
EAST HARTFORD, CONNECTICUT**

April 2017

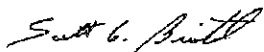
MMI #2854-43-01

***Prepared for:***

Ms. Flynn Boonstra  
Rogin Nassau  
City Place I, 22<sup>nd</sup> Floor  
Hartford, Connecticut 06103

***Prepared by:***

MILONE & MACBROOM, INC.  
99 Realty Drive  
Cheshire, Connecticut 06410  
(203) 271-1773  
[www.miloneandmacbroom.com](http://www.miloneandmacbroom.com)



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Scott G. Bristol, LEP, Associate  
Senior Project Manager, Environmental



---

Kelly Faith Kerrigan  
Environmental Scientist



## EXECUTIVE SUMMARY

Milone & MacBroom, Inc. (MMI) performed a Phase I Environmental Site Assessment (ESA) for the property located at 237 East River Drive, East Hartford, Hartford County, Connecticut. The site is identified by the East Hartford Tax Assessor as Map 1 Lot 1A and totals 0.95 acre.

The purpose of the Phase I ESA is to identify whether recognized environmental conditions (REC) exist at the site. A REC is defined by the American Society for Testing and Materials (ASTM) as "*the presence or likely presence of any hazardous materials or petroleum products in, on, or at a property (1) due to a release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.*"

As part of this assessment, MMI reviewed federal, state, and local records; historical aerial photographs; topographic maps; and other data and conducted a site inspection. Such assessment activities revealed the following pertinent information and supporting conclusions regarding the subject property and the surrounding properties:

- Federal and state records were accessed through Environmental Data Resources, Inc. (EDR) to identify uses of the site that may impact environmental conditions at the site. The site was not directly listed under its current address by EDR; however, the site was formerly part of the larger 235 East River Drive parcel. This property was a former bulk petroleum products terminal and was listed on the EDR search under the Leaking Underground Storage Tank (LUST) and Spills databases.
- Twenty-four environmental database listings were identified by EDR within the applicable search radii. Of these listings, two may impact the quality of environmental media at the subject site. This is summarized in Section 4.0.
- The following data gap was identified during the course of this assessment:
  - Files were reviewed at the Connecticut Department of Energy & Environmental Protection (CT DEEP) as part of the historical site research. However, it was thereafter identified that the entire file was not in the file room at the time of review. Therefore, the entire file at CT DEEP was not reviewed during the course of this assessment. Nonetheless, MMI contacted Kevin Neary of CT DEEP regarding the current site status. Mr. Neary provided MMI with the two most recent site status reports for review.

This data gap is deemed not significant enough to affect MMI's ability to determine the presence/absence of RECs at the subject site.

We have performed the ESA in conformance with the scope and limitations of ASTM Practice E1527-13. Any exceptions to or deletions from this practice are described in Section 1.0 of this report. This assessment revealed no evidence of RECs at the subject site except for the following:

- A portion of the subject site was formerly part of the larger Shell bulk petroleum product terminal, now known as Riverpoint Condominiums at 235 East River Drive. The larger property

has undergone various stages of remediation since the storage tanks were razed during the late 1970s and early 1980s. Based on the most recent 2017 site status update report, it appears as though there are still groundwater impacts on both the adjacent 235 East River Drive and the subject site. Additional and/or updated soil and groundwater information should be collected if an estimate of potential site remediation costs is to be developed.

Based on the findings of this assessment, the property does not appear to meet the definition of an "Establishment" pursuant to Connecticut General Statutes (CGS) 22a-134. Based on the lack of records associated with hazardous waste generation, it is recommended that the user of this report seek legal opinion concerning the applicability of CGS 22a-134 and our interpretation thereof.

**EXHIBIT B-3**

**Shell Oil Waiver**



Prepared By/Return to:

Rogin Nassau LLC  
CityPlace I – 22<sup>nd</sup> Floor  
185 Asylum Street  
Hartford, CT 06103  
Attn: Flynn Boonstra

### WAIVER OF DEED RESTRICTION

**THIS WAIVER OF DEED RESTRICTION** made the 10<sup>TH</sup> day of July, 2017 (the "*Waiver*"), by **SHELL OIL COMPANY**, its successors and/or assigns, having an address at 910 Louisiana Street, Houston, Texas 77007 (hereinafter referred to as "*Shell*").

#### WITNESSETH:

WHEREAS, Manchester Land Trust, Inc. (the "*Owner*") is the current owner of that portion of property commonly known as 237 East River Drive, East Hartford, Connecticut, and as more particularly described on Exhibit A attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, pursuant to that certain Quitclaim Deed by and between Phoenix Founders, Inc., as releasor, and Owner, as releasee, dated June 8, 2007, and recorded at Volume 2910, page 096 of the Town of East Hartford Land Records (the "*Deed*"), if Owner conveys the Property to an entity other than a similar land trust, such as Owner, then Shell may rescind its environmental indemnification for environmental work to be performed on the Property (the "*Conveyance Restriction*"); and

WHEREAS, Owner desires to convey a portion of the Property, as more particularly described on Exhibit B attached hereto and made a part hereof (the "*Town Property*"), to the Town of East Hartford (the "*Town*") to enable the Town to fulfill its obligations with the Army Corps of Engineers (the "*Proposed Sale*"); and

WHEREAS, Shell has agreed to provide a one-time waiver of the Conveyance Restriction in order for Owner to complete the Proposed Sale upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. All capitalized terms not defined in this Waiver shall have the meaning ascribed to such terms in the Deed.

2. Shell hereby agrees to a one-time waiver of the Conveyance Restriction for the express purpose of Owner conveying the Town Property to the Town pursuant to the Proposed Sale; however, Shell reserves its Conveyance Restriction as to any subsequent or future conveyance relating to the Property. Owner further agrees and acknowledges that the conveyance document granting the Town Property to the Town shall specifically state all such deed restrictions as set forth in the Deed.

3. This Waiver shall be interpreted, construed and enforced in accordance with the laws of the State of Connecticut.

4. If the Proposed Sale does not close within one-hundred and eighty (180) days of the date hereof, for any reason, then this Waiver shall automatically terminate and be of no further force and effect.

5. This Waiver shall inure to the benefit of and bind the successors and the assigns of the respective parties.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and sealed as of the date first above written.

SHELL OIL COMPANY

By: WME Platt III  
Name: WME Platt III  
Its: Atty in Fact

State of Texas )  
                          ) SS.  
County of HARRIS )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM E. PLATT III, the SR. MANAGER of SHELL OIL COMPANY, a Delaware corporation personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his capacity for the uses and purposes therein set forth.

Given under my hand and official seal, this 10<sup>th</sup> day of July, 2017.

Suzanne S. Womack  
Notary Public  
My commission expires July 28, 2017

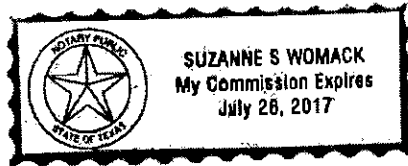


Exhibit A

W. 29.10 PG 101

SCHEDULE A

Description of the Land

All that certain piece or parcel of land situated on the westerly street line of East River Drive in the Town of East Hartford, County of Hartford and State of Connecticut, shown as "N/F Phoenix Founders Inc." on a certain map entitled "Property of Phoenix Founders Inc. East River Drive East Hartford, Connecticut Scale 1" = 20' Dated Jan. 14, 1994 Sheet No. 1 Of 1 File No. M-2195 Revision No. 1 Date 2-2-94 Divided South Parcel Into Two" which map is or shall be on file with the Town Clerk of the Town of East Hartford to which reference may be had and which parcels are more particularly described as follows:

Beginning at a point along the westerly street line of East River Drive being 203.66' from the point of intersection of the westerly street line of East River Drive with the southerly street line of Pitkin Street Extension (said point having coordinate values of N 339360.376 & E 623636.728 based on the Connecticut State plane coordinate system) also being the northeast corner of the herein described parcel and the southeast corner of land N/R Riverpoint Condominium Association, Inc. and designated as Phoenix Founders, Inc. on said map; thence running along the westerly street line of East River Drive, S05°-43'-48"W, 197.35' to a point; thence, turning and running S83°-16'-12"W, 90.88' to a point; thence, turning and running N55°-42'-01"W, 158.40' to a point; thence, turning and running S83°-30'-02"W, 21.74' to a point; thence, turning and running N58°-32'-58"W, 30.01' to a point; thence, turning and running N31°-33'-32"E, 5.00' to a point; thence, turning and running N58°-29'-38"W, 54.95' to a point; thence, turning and running N13°-30'-48"W, 37.05' to a point; and thence, turning and running N83°-16'-12"E, 300.14' to the point or place of beginning.

TOGETHER WITH an easement in favor of Phoenix Founders, Inc. from the Town of East Hartford dated January 21, 1987 and recorded in Volume 1029, Page 162 of the East Hartford Land Records.

TOGETHER WITH access to the flood dike area for the purposes of repair, inspection, construction and reconstruction rights over and across a certain parcel adjacent and contiguous to the above described parcel identified as "Town of East Hartford Easement" on the Survey; which rights and parcel are more particularly described in a certain Quitclaim Deed from the Town of East Hartford to Phoenix Founders, Inc. dated September 5, 1989 and recorded in Volume 1235, Page 266 of the East Hartford Land Records.

Exhibit B

Being all that certain piece or parcel of land lying westerly of East River Drive, in the Town of East Hartford, County of Hartford, and State of Connecticut, being designated as Parcel 'A' on a map or plan entitled: "TOWN OF EAST HARTFORD LAND TO BE ACQUIRED FROM MANCHESTER LAND CONSERVATION TRUST, INC. 237 EAST RIVER DRIVE MAY 16, 2016", Scale: 1"=30' Prepared by BSC Group, Glastonbury Connecticut, said Parcel 'A' being more particularly bounded and described as follows:

Beginning at a point at the southeasterly corner of the parcel herein described, said point being located South 83°13'42" West a distance of 69.86 feet from the western right of way line of East River Drive, thence running South 83°13'42" West along the division line of land now or formerly Manchester Land Conservation Trust, Inc. and land now or formerly Town of East Hartford, a distance of 16.00 feet to a point; thence running North 55°44'31" West along said division line, a distance of 158.41 feet to a point; thence running through land now or formerly Manchester Land Conservation Trust, Inc. along the following three (3) courses and distances; North 83°27'32" East a distance of 77.73 feet to a point, South 55°26'27" East a distance of 44.70 feet to a point, South 24°50'38" East a distance of 78.00 feet to the true point and place of beginning, containing 5,740 square feet more or less.

Exhibit B

**EXHIBIT B-5**

**Proposed Deed**

**After Recording Return to:**  
**Rogin Nassau LLC**  
**185 Asylum Street, 22<sup>nd</sup> Floor**  
**Hartford, CT 06103**  
**Attention: Flynn Boonstra**

**QUIT CLAIM DEED**

**MANCHESTER LAND CONSERVATION TRUST, INC.**, a Connecticut non-stock corporation, for CONSIDERATION OF TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, grants to **THE TOWN OF EAST HARTFORD** (the "Grantee"), a Connecticut municipality, having an address at 740 Main Street, East Hartford, Connecticut 06108 with QUIT CLAIM COVENANTS, AS-IS AND WITH ALL FAULTS, those certain pieces or parcels of land together with any improvements thereon as described in Schedule A attached hereto and made a part hereof, it being understood and agreed that the Grantee, its successors and assigns shall be taking such property subject to those matters set forth in that certain Quitclaim Deed by Phoenix Founders, Inc. to Manchester Land Conversation Trust, Inc. dated June 8, 2007 and as recorded in the Town of East Hartford Land Records in Volume 2910, page 96 as set forth as Schedule B hereto.

*[signatures on following page]*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signed and delivered in the presence of:

**MANCHESTER LAND CONSERVATION TRUST, INC.**

\_\_\_\_\_   
 Print name:

By: \_\_\_\_\_

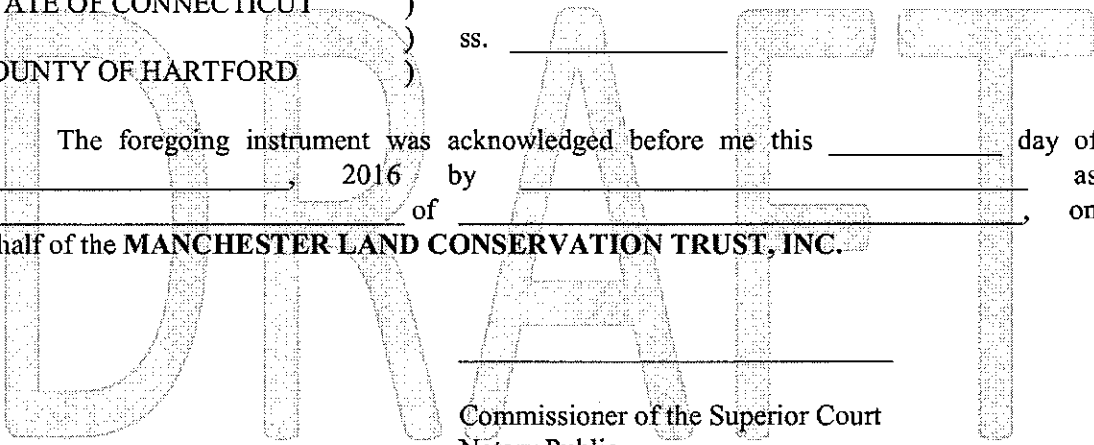
\_\_\_\_\_   
 Print name:

Its \_\_\_\_\_   
 (Duly authorized)

STATE OF CONNECTICUT )   
 )   
 COUNTY OF HARTFORD )

ss. \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ on behalf of the **MANCHESTER LAND CONSERVATION TRUST, INC.**



\_\_\_\_\_   
 Commissioner of the Superior Court   
 Notary Public   
 My Commission Expires:

**Schedule A**

Being all that certain piece or parcel of land lying westerly of East River Drive, in the Town of East Hartford, County of Hartford, and State of Connecticut, being designated as Parcel 'A' on a map or plan entitled: "TOWN OF EAST HARTFORD LAND TO BE ACQUIRED FROM MANCHESTER LAND CONSERVATION TRUST, INC. 237 EAST RIVER DRIVE MAY 16, 2016", Scale: 1"=30' Prepared by BSC Group, Glastonbury Connecticut, said Parcel 'A' being more particularly bounded and described as follows:

Beginning at a point at the southeasterly corner of the parcel herein described, said point being located South 83°13'42" West a distance of 69.86 feet from the western right of way line of East River Drive, thence running South 83°13'42" West along the division line of land now or formerly Manchester Land Conservation Trust, Inc. and land now or formerly Town of East Hartford, a distance of 16.00 feet to a point; thence running North 55°44'31" West along said division line, a distance of 158.41 feet to a point; thence running through land now or formerly Manchester Land Conservation Trust, Inc. along the following three (3) courses and distances; North 83°27'32" East a distance of 77.73 feet to a point, South 55°26'27" East a distance of 44.70 feet to a point, South 24°50'38" East a distance of 78.00 feet to the true point and place of beginning, containing 5,740 square feet more or less.

DRAFT



**EXHIBIT B-6**

**Proposed Easement**

After recording return to:

Rogin Nassau LLC  
185 Asylum Street, 22<sup>nd</sup> Floor  
Hartford, Connecticut 06103  
Attention: Flynn Boonstra

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Easement") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017 is given by **MANCHESTER LAND CONSERVATION TRUST, INC.**, a Connecticut non-stock corporation, having an address of 20 Hartford Road, Manchester, Connecticut 06040, its successors and assigns (the "Grantor"), to **THE TOWN OF EAST HARTFORD**, a Connecticut municipality, having an address of 740 Main Street, East Hartford, Connecticut 06108, Attention: Richard Gentile, Esq., its successors and assigns (the "Grantee").

**PRELIMINARY STATEMENT**

Grantor is the fee simple owner of that certain parcel of land situated in East Hartford, Connecticut commonly known as 237 East River Drive, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Grantor Property"). Grantor wishes to grant Grantee, certain rights of ingress and egress, use, operation and maintenance of the Grantee's levee system over and on portions of the Grantor Property.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee as follows:

**ARTICLE I**

**Granting of Rights**

1.01 Grantor hereby grants Grantee, for the use and benefit of Grantee, its successors and assigns, and their respective employees, agents, contractors, invitees, customers, patrons, visitors, permittees, a perpetual and assignable non-exclusive easement in the land described on Exhibit B attached hereto and made a part hereof (the "Easement Area") for the purpose of accessing, constructing, maintaining, repairing, replacing, operating and patrolling a flood protection levee, including all appurtenances thereto (collectively, the "Levee System"), as may be necessary, in the sole discretion of the Grantee, to exercise its aforementioned rights; reserving, however, to the Grantor, their successors and assigns, all such rights and privileges in the Easement Area as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; and provided that, while Grantee is exercising its rights granted hereby, the rights of Grantor with respect to the Easement Area shall be subject and subordinate to the rights of the Grantee, and to the extent Grantee in its sole discretion deems necessary, Grantee may restrict or

prohibit access to the Easement Area by anyone, including Grantor, its successors and assigns, during the time reasonably necessary for Grantee to exercise its rights hereunder with respect to the Levee System. Grantor shall not grant any other rights to this Easement Area that would in any way interfere with or abridge the rights granted in this Easement.

## **ARTICLE II**

### **Maintenance of Easements**

2.01 In perpetuity, Grantor shall maintain the Easement Area at its sole expense in a good state of condition and repair, including without limitation, the maintenance, repair and/or replacement of all groundwater drainage systems located within the Easement Area and the Grantor's Property, so as to ensure an unobstructed flow of groundwater runoff over and from the Easement Area.

2.02 In the event that Grantor fails to maintain the Easement Area in accordance with Section 2.01 above, Grantee shall have the right, but not the obligation, to perform such maintenance obligations at Grantor's sole cost and expense. Grantor shall reimburse Grantee for any reasonable costs and expenses incurred by Grantee as a result of such maintenance within ten (10) days of Grantor's receipt from Grantee of a request for reimbursement.

## **ARTICLE III**

### **Notices**

3.01 Each notice, demand, request, consent, approval, disapproval, designation, or other communication hereunder shall be in writing and shall be given or made or communicated by (a) Federal Express or other similar reputable overnight delivery service, or (b) certified or registered mail, return receipt requested, and addressed to the Grantee at the addresses first recited, or in the event of a conveyance of the Grantor Property subsequent to the date hereof, to the address recited in the deed or instrument conveying such property. Grantee may designate a different address from time to time, provided, however, it has given at least ten (10) days' advance notice of such change of address in the manner provided above. Notice shall be deemed received upon acceptance or rejection.

3.02 Grantor shall give Grantee notice within five (5) days of the actual or constructive receipt of notice of any pending violation, condemnation or other event, action or condition relating to Easement Area that may materially interfere with Grantee's use and enjoyment of Easement Area including, but not limited to, Grantee's access, maintenance and replacement of its flood protection levee system.

## **ARTICLE IV**

### **Miscellaneous**

4.01 The obligations of Grantor shall be deemed to be covenants running with the land to which they pertain and shall be binding on and inure to the benefit of the Grantor, Grantee and their respective successors and assigns.

4.02 If any provision of this Easement shall, to any extent, be invalid or unenforceable, the remainder of the Easement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

4.03 This Easement shall be governed in accordance with the laws of the State of Connecticut.

4.04 Nothing herein shall be construed to create a partnership, joint-venture, or principal-agent relationship between the Grantor and Grantee hereto, and no provisions hereof are intended to create or constitute any third party beneficial interests.

4.05 Whether or not specific reference is made to successors and assigns in each term and provision of this Easement, all of the terms and provisions of the Easement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and Grantee.

4.06 This Easement may be amended, changed, modified, or canceled only by written instrument in reasonable form signed by the Grantor and Grantee or their respective successors and assigns.

4.07 This Easement may be executed in multiple counterparts, each of which shall be deemed to be an original Easement, and all of which shall constitute one Easement.

4.08 If, at any time, the Grantor shall fail to perform any covenant or agreement required to be performed pursuant to this Easement or if the Grantor shall do or threaten to do anything in violation of this Easement, then the Grantee, after the expiration of any applicable grace periods provided for in this Easement, shall have, in addition to those remedies expressly set forth herein, all rights and remedies, at law or in equity, including but not limited to, the right to specifically enforce such covenant or threatened violation. Notwithstanding the foregoing, should Grantor fail to fulfill any obligations pursuant to this Easement, the Grantee shall have the right to fulfill that obligation or cause that obligation to be fulfilled and to seek reimbursement for all reasonable out of pocket expenses associated therewith from Grantor.

4.09 The Grantee, at any time and from time to time, in connection with the sale, transfer or lease of Grantee's property, or in connection with the financing or refinancing of Grantee's property by deed to secure debt, mortgage, deed of trust or sale-leaseback made in good faith and for value, shall deliver written notice to Grantor, its successors and assigns, requesting Grantor to certify in writing that to the best of its knowledge, (a) this Easement is in full force and effect and a binding obligation of the Grantor, (b) this Easement has not been amended or modified, either orally or in writing, and if so amended, identifying the amendments, and (c) any other matter the Grantee may reasonably request. Grantor, upon receiving such request, shall execute and return such certificate within thirty (30) days following the receipt thereof. Failure by Grantor to execute and return such certificate within the specified period shall be deemed an admission on Grantor's part and conclusive evidence that Grantee is current and not in default in the performance of Grantee's

obligations under this Easement. Grantor shall include the following language in all deeds, easements or other legal instrument used to convey any interest in the property "This Property is subject to the terms and conditions of an Easement Agreement with the Town of East Hartford recorded in Book \_\_\_\_, Page \_\_\_\_\_ of the East Hartford Land Records on \_\_\_\_\_, 2017.

*[Remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**Signed, Sealed, and Delivered  
In the Presence of:**

**GRANTOR:**

**MANCHESTER LAND CONSERVATION  
TRUST, INC.**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CONNECTICUT      )  
  ) ss:  
COUNTY OF                                        )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **MANCHESTER LAND CONSERVATION TRUST, INC.**, the signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in such capacity, and the free act and deed of **MANCHESTER LAND CONSERVATION TRUST, INC.**.

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
Grantor Property

## EXHIBIT B

### Easement Area

All that certain easement area of land lying in the Town of East Hartford, County of Hartford, and State of Connecticut, being designated as Easement 'A' on a map or plan made of record with the Town of East Hartford entitled: "TOWN OF EAST HARTFORD LAND TO BE ACQUIRED FROM MANCHESTER LAND CONSERVATION TRUST, INC. 237 EAST RIVER DRIVE MAY 16, 2016", Scale: 1"=30'; prepared by BSC Group, Glastonbury Connecticut, said Easement 'A' being more particularly bounded and described as follows:

Beginning at the northerly most corner of Parcel 'A' as designated on the above referenced plan, thence running South 83°27'32" West along land of Parcel 'A' and land now or formerly of Town of East Hartford, in part by each, a distance of 99.46 feet to a point;  
thence running through land now or formerly Manchester Land Conservation Trust, Inc. along the following three (3) courses and distances; North 58°50'00" East a distance of 40.00 feet to a point, South 89°14'07" East a distance of 52.00 feet to a point, South 55°26'27" East a distance of 15.30 feet to the point and place of beginning, said easement area containing 1,050 square feet more or less.

**EXHIBIT B-7**

**Property Appraisal**



6 Central Row, 3rd Floor  
Hartford, CT 06103-2701  
860-246-4606 phone  
860-246-4252 fax  
valbridge.com

June 2, 2016

Town of East Hartford  
c/o Mr. William Crowe  
Rogin Nassau  
City Place I 22nd floor 185 Asylum Street  
Hartford, CT 06103

RE: Appraisal Report  
Portion of 237 East River Drive  
East Hartford, Hartford County, Connecticut 06108

Dear Mr. Crowe:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property as referenced above is located along the western boundary of 237 East River Drive. All of 237 East River Drive is currently owned by the Manchester Land Conservation Trust, LLC. In the purchase of this parcel, the deed placed on the site dictates that the site "shall be preserved in perpetuity in its wild, natural, scenic and open condition as open space". The Town of East Hartford is contemplating purchasing a section of 237 East River Drive which is the subject of this report. The purpose of the purchase will reportedly be to maintain the existing dike.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client in this assignment is the Town of East Hartford c/o William Crowe at Rogin Nassau and the intended user of this report is The Town of East Hartford. The intended use is for potential purchase. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.



The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which may have impacted the assignment results:

**Extraordinary Assumptions:**

- An environmental assessment was not made available for review. This appraisal is predicated on the assumption that hazardous substances do not exist at the subject property. The appraiser, however, is not qualified to detect such substances, including the existence of urea-formaldehyde insulation, radon gas, foam and asbestos insulation, lead paint, or other potentially hazardous materials that may have an effect on the value of the property. Additionally, no soil survey has been furnished, and it is assumed that no surface or subsurface contaminants are present. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

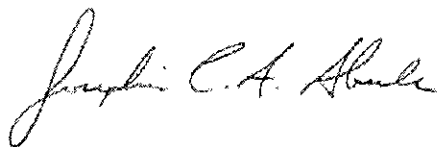
**Hypothetical Conditions:**

- None


Based on the analysis contained in the following report, our value conclusions are summarized as follows:

<b>Value Conclusions</b>	
<b>Component</b>	<b>As Is</b>
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	April 19, 2016
<b>Value Conclusion</b>	<b>\$14,000</b>

Respectfully submitted,  
Valbridge Property Advisors | Italia and Lemp, Inc.



Josephine C. A. Aberle, MAI  
Certified General Real Estate Appraiser  
CT License #RCG.0001049  
jaberle@valbridge.com



Patrick A. Lemp, MAI  
Certified General Real Estate Appraiser  
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plemp@valbridge.com

*Robert J. Gask*

OFFICE OF THE  
TOWN COUNCIL

# TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

2017 OCT 16 A 10: 56  
(860) 291-7208  
TOWN CLERK  
EAST HARTFORD  
FAX (860) 291-7389

DATE: October 16, 2017

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, October 17, 2017 7:00 p.m. Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

**Tuesday, October 17, 2017**

**7:00 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in executive session to discuss the following:

1. The pending assessment (tax) appeal known as 65 Roberts St Limited Partnership v. Town of East Hartford, Docket No. CV-17-6037628-S, involving 65 Olde Roberts Street; and
2. The pending assessment (tax) appeal known as Goodman Allan S, Inc. v. Town of East Hartford, Docket No. CV-17-6037574-S, involving 180 Goodwin Street.

cc: Mayor Leclerc  
Scott Chadwick, Corporation Counsel  
Brian Smith, Assessor