

August 14, 2024

Melanie Bachman
Executive Director
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Re: Petition No. 1573 Brookfield Junction to Bates Rock Substation Upgrade Project -
Request for Information Concerning Right-of-Way at 348 Patriot Road, Southbury

Dear Attorney Bachman:

Eversource Energy is in receipt of your correspondence, dated July 17, 2024, requesting confirmation as to the boundary lines of Eversource easement at 348 Patriot Road in Southbury and the nature of the vegetation removal described by the property owner, Mr. Anthony Drago, and which is not consistent with the vegetation removal activity described in Petition No. 1573.

Eversource can confirm that the disputed easement area on Mr. Drago's property was obtained by Eversource in 1979, prior to Mr. Drago's purchase of the property, and duly recorded in the Southbury land records. (Please see the attached easement noting the volume and page of the recorded easement). The modification to the existing easement was to allow guy anchors supporting Structure 10145.

The proposed area of clearing on Mr. Drago's property is not related to the Project work proposed by Eversource in Petition No. 1573, but will be conducted by Eversource's Vegetation Management group as part of Eversource's ongoing management of our rights-of-way.

The following is a summary of the recent communications by Vegetation Management with Mr. Drago, and which is unrelated to the Project work:

- 12/6/23: Eversource Vegetation Management mailed letters to all abutters of the right-of-way, including to Mr. Drago, detailing information about the upcoming vegetation management work.
- 6/29/24: Reflagging of the right-of-way was completed on Mr. Drago's property.
- 7/11/24: A property survey was done at Mr. Drago's property to confirm the limits of Eversource's easement area.
- 7/12/24: A member of Eversource's outreach team spoke with both Mr. and Mrs. Drago and explained to them the results of the survey flagging and discussed the necessary clearing within the easement area on the Dragos' property. Mr. and Mrs. Drago requested another on-site meeting with Eversource and Eversource's arborist, which was scheduled for Monday, July 29th.

- 7/17/24: Eversource sent an email to Mr. and Mrs. Drago detailing a proposed planting plan for their property within the right-of-way limits.
- 7/29/24: Eversource met with Mr. Drago on his property and discussed the timing of the tree removals within the easement area and restated Eversource's commitment to a planting plan for his property with compatible species.

Eversource apologizes for the confusion created by the timing of the two separate Eversource work activities at this location. Though coordination of such activities within the right-of-way is desired, the timing of transmission project work and vegetation maintenance work within the same section of right-of way should be sequenced to prevent overlap and facilitate clearer communication with property owners as to which activity is project related.

Please contact me if you have any questions regarding this information.

Sincerely,



Deborah Denfeld
Team Lead | CT Siting Transmission
deborah.denfeld@eversource.com

Attachment A - Easement

Attachment A

Easement

Easement

For a valuable consideration, receipt of which is hereby acknowledged, **HERITAGE VILLAGE FOUNDATION, INC., a Connecticut non-stock corporation located in Southbury, Connecticut** hereinafter called Grantor, hereby grants unto **THE CONNECTICUT LIGHT and POWER COMPANY, a specially chartered Connecticut corporation having its principal place of business in Berlin, Connecticut**, its successors and assigns, hereinafter called Grantee, the following rights and easements in the right of way hereafter described located in the Town of **Southbury** County of **New Haven**, State of Connecticut.

1. The right to erect, install, construct, repair, maintain, replace, relocate, inspect, operate and remove upon, over, under along and across said right of way, poles, towers, crossarms, guys, foundations, anchors, braces, ducts, manholes and other structures, wires, cables and other conductors, and other fixtures and appurtenances useful for conducting electricity and/or for providing and maintaining electric and/or communication service, and monuments and signs to locate said right of way; and

2. The right to conduct electricity and to provide electric and/or communication service by means of the same; and

3. The right to trim and keep trimmed, cut, clear and remove, by mechanical means or otherwise, trees or limbs and branches thereof, underbrush and other growth, other than crops, any parts of which are within the limits of said right of way or on adjoining land of the Grantor and which may interfere with the exercise of the rights and/or easements herein granted, or any of them, or which may create a hazard; the right to control the growth of such trees, limbs, branches, underbrush and other growth by the use of chemicals or otherwise, provided such right to use chemicals shall not apply to any area which at the time of exercising such right is used for growing crops, other than trees, or for mowing or grassland; the right to burn or otherwise dispose of all wood cut; the right to remove any structures within or projecting into said right of way; and

4. The right to enter upon, travel and transport materials over and upon said right of way and, if necessary or convenient in connection therewith, the right to grade, excavate, fill or otherwise improve said right of way; and

~~5. The right of reasonable access over and across adjoining land of the Grantor to said right of way.~~

The right of way herein granted covers any land or interest therein owned by the Grantor within the limits of Parcel #1, Parcel #2, Parcel #3 and Parcel #4 hereinafter described.

PARCEL #1

Parcel #1 covers any land or interest therein within fifty (50) feet measured at right angles to and southeasterly and easterly of the following described line of location, whether such line of location is, at the point opposite such land, on said land, on the highway or on land of some other party, and including within said right of way all land adjacent to the angle point in the following described line of location and lying between the outside boundaries of the right of way, determined as aforesaid, extended until they intersect.

Said line of location runs N 67° 48' E along the boundary line between Heritage Village Condominium 22 and Heritage Village Condominium 23 to a monument; thence running N 67° 48' E 73.08 feet along said boundary line to a point marking an angle in said line of location, said point also marking a corner of land of the Grantor; thence said line of location runs N 2° 49' E 47.83 feet across said Heritage Village Condominium 22 to a monument; thence said line of location continues N 2° 49' E across said Heritage Village Condominium 22.

PARCEL #2

Parcel #2 covers any land or interest therein within fifty (50) feet measured at right angles to and westerly of, and within fifty (50) feet measured at right angles to and easterly of the following described line of location, whether such line of location is, at the point opposite such land, on said land, on the highway or on land of some other party.

Said line of location runs N 2° 49' E across Heritage Village Condominium 22 to a monument; thence running N 2° 49' E 546.66 feet across said Heritage Village Condominium 22 and across land of the Grantor to a copper rivet; thence N 2° 49' E 190.51 feet across said land of the Grantor to a point on the northerly end of Parcel #2 herein described and on the southerly end of Parcel #3 hereinafter described.

PARCEL #3

Parcel #3 is described as follows: Commencing at a point marking the southeasterly corner of Parcel #3 herein described and the northeasterly corner of Parcel #2 hereinabove described; thence running N 87° 11' W 50.00 feet across land of the Grantor, being along the northerly end of Parcel #2 to the last mentioned point on the line of location describing said Parcel #2; thence N 87° 11' W 50.00 feet across said land of the Grantor continuing along the northerly end of said Parcel #2 to a point marking the southwesterly corner of Parcel #3 herein described and the northwesterly corner of said Parcel #2; thence N 2° 03' W 588.65 feet across said land of the Grantor to a point marking the northwesterly corner of Parcel #3 herein described and the southwesterly corner of Parcel #4 hereinafter described; thence S 87° 11' E 100.00 feet across said land of the Grantor being along the southerly end of said Parcel #4 to a point marking the beginning of the line of location describing said Parcel #4; thence S 87° 11' E 50.00 feet across said land of the Grantor continuing along the southerly end of said Parcel #4 to a point marking the northeasterly corner of Parcel #3 herein described and the southeasterly corner of said Parcel #4; thence S 2° 49' W 586.52 feet across said land of the Grantor to the point and place of beginning.

PARCEL #4

Parcel #4 is one hundred fifty (150) feet wide and covers any land or interest therein within fifty (50) feet measured at right angles to and easterly of, and within one hundred (100) feet measured at right angles to and westerly of the following described line of location, whether such line of location is, at the point opposite such land, on said land, on the highway or on land of some other party, and including within said right of way all land adjacent to the angle point in the following described line of location and lying between the outside boundaries of the right of way, determined as aforesaid, extended until they intersect.

Said line of location commences at the aforesaid point on the northerly end of Parcel #3 hereinabove described; thence said line of location runs the following four (4) courses and distances across land of the Grantor: N 2° 49' E 618.56 feet to a copper rivet; thence running N 2° 49' E 621.31 feet to a copper rivet; thence N 2° 49' E 564.69 feet to a copper rivet; and N 2° 49' E 94.11 feet to a point marking an angle in said line of location; thence said line of location runs N 18° 43' E 153.77 feet across said land of the Grantor and across land now or formerly of Estate of Ann F. Stiles to a copper rivet; thence said line of location continues N 18° 43' E across said land now or formerly of Estate of Ann F. Stiles.

Together also with a perpetual easement and right to erect and maintain guys and anchors under, upon, over and across a parcel of land 100 feet by 50 feet shown as "GUYING AREA" on the map referred to hereinafter. Said guying area lies partially within land of the Grantor and adjoins the westerly edge of Parcel #4 hereinabove described opposite the angle point in the line of location describing said Parcel #4.

The above bearings are referred to the Connecticut Grid North.

Said right of way and guying area are more clearly designated and defined by a map entitled "LOCATION OF RIGHT OF WAY OF THE CONNECTICUT LIGHT & POWER COMPANY ACROSS THE PROPERTY OF HERITAGE VILLAGE FOUNDATION, INC. TOWN OF SOUTHURY; COUNTY OF NEW HAVEN; STATE OF CONNECTICUT SCALE: 1" = 200' DECEMBER 1978", a copy of which map has been or will be filed for record with the Town Clerk in said Town of Southbury.

Said right of way contains within its easterly limits the one hundred (100) foot right of way acquired by The Connecticut Light and Power Company by deed from F M Heritage Company and Papparazzo Heritage Corporation dated November 26, 1969, recorded in Volume 93, Page 398 of the Southbury Land Records.

The Grantor agrees not to erect any building or structure on, place or store any materials on, park or store any vehicles on, grade, excavate, fill or flood said right of way, or otherwise use said right of way in any manner which, in the opinion of the Grantee, may interfere with the exercise of the rights and/or easements herein granted, or any of them, or which may create a hazard.

The Grantor further agrees that nothing shall be attached to the property of the Grantee installed by virtue of this Easement except such things as are placed thereon by the Grantee.

The Grantor reserves the right to use said right of way for agricultural purposes other than the growing of trees and shrubs and for other purposes which, in the opinion of the Grantee, do not interfere with the exercise of the rights and/or easements herein granted, or any of them, and which do not create a hazard.

The words "Grantor" and "Grantee" in this instrument are intended, where the context requires, permits or is appropriate to include the plural number as well as the singular and their heirs, executors, administrators, successors and assigns. The term "right of way" is intended to extend to more than one right of way where the context so requires or permits.

TO HAVE AND TO HOLD the above granted and bargained rights and easements unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has hereunto set its hand and seal this 30th day of

May, 1979

Signed, sealed and delivered in presence of

Carl A. Peterson
Carl A. Peterson
James Wu
James Wu

HERITAGE VILLAGE FOUNDATION

BY: Gheosae Zignos
Its Duly Authorized
G. Theodore Zignos



(L.S.)

(L.S.)

STATE OF CONNECTICUT
COUNTY OF

On this the day of, 19..... before me, the undersigned officer, personally appeared, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and as free act and deed.

In witness whereof I hereunto set my hand and official seal.

.....
Notary Public
My commission expires:

STATE OF CONNECTICUT
COUNTY OF

On this the day of, 19, before me, the undersigned officer, personally appeared, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and as free act and deed.

In witness whereof I hereunto set my hand and official seal.

.....
Notary Public

My commission expires:

STATE OF CONNECTICUT ss: Waterbury
COUNTY OF NEW HAVEN

On this the 30th day of MAY, 1979, before me, the undersigned officer, personally appeared S. THEODORE ZIGNONE who acknowledged himself to be the PRESIDENT of HERITAGE VILLAGE FOUNDATION, INC, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such OFFICER and as the free act and deed of said corporation.

In witness whereof I hereunto set my hand and official seal.

Carl A. Peterson
Notary Public

My commission expires: COMMISSIONER OF THE SUPERIOR COURT

Received For Record AUG 1 - 1979
at 9:01 o'clock AM and
Recorded in Southbury Land Records
Vol. 146 Page 888 by
John A. Smith Town Clerk

Indexed 262

Received For Record AUG 1 - 1979

at 2:31 o'clock P.M. and

Recorded in Southbury Land Records

Vol. 118 Page 88 by
Arthur J. Smith Town Clerk

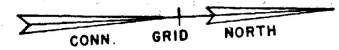
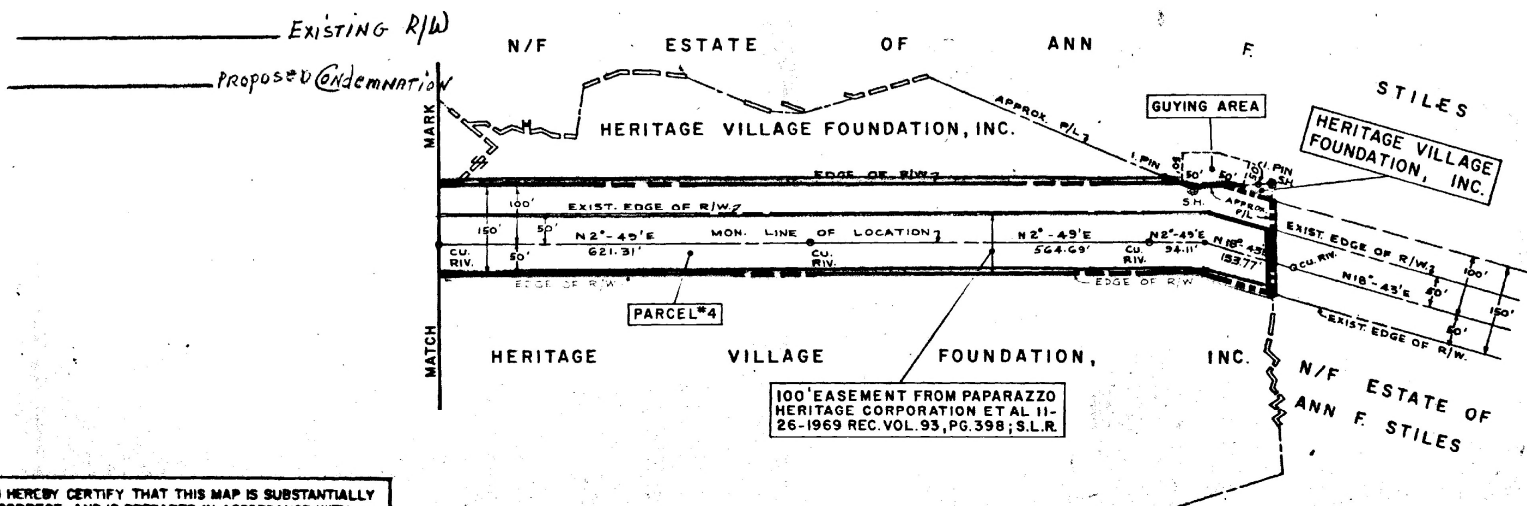
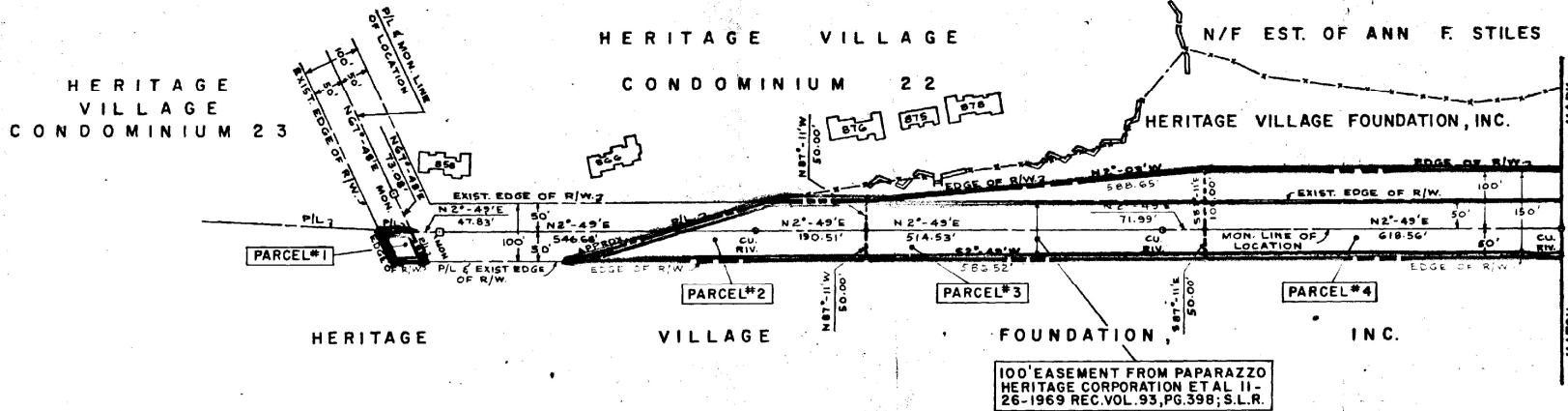
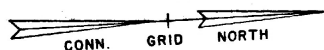
Cecilia J. Tarrice
P.O. Box 1110
Southbury Ct 06720

LOCATION
OF RIGHT OF WAY OF
THE CONNECTICUT LIGHT & POWER COMPANY
ACROSS THE PROPERTY OF
HERITAGE VILLAGE FOUNDATION, INC.

TOWN OF SOUTHURY ; COUNTY OF NEW HAVEN ; STATE OF CONNECTICUT

SCALE: 1" = 200'

DECEMBER 1978



I HEREBY CERTIFY THAT THIS MAP IS SUBSTANTIALLY CORRECT AND IS PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS D MAP AS DEFINED IN THE "CODE OF RECOMMENDED PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS."

ATTEST
John E. Lewis
SURVEYOR

DRAWN BY: T.E.S. TRACED BY: R.R.H.
DATE: 12/11/78
CHECKED BY: F.C. DATE: 12/14/78
APPROVED REVISION
LINE SHEPAUG - BATES ROCK

0-510291-27