

TEMPORARY ACCESS AGREEMENT

The Town of Fairfield, for the agreements set forth below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby permit and license The Connecticut Light and Power Company d/b/a Eversource Energy a specially chartered Connecticut corporation having its office in Berlin, Connecticut (“CL&P”), the right, privilege and authority for CL&P, its agents, employees and contractors, to pass and repass with vehicles and equipment over and across an approximately 30-foot wide strip of land (the “Temporary Access Area”), as more particularly shown on the attached Exhibit A, over our property located at 1620 Morehouse Highway, Fairfield, CT to provide CL&P access to its electric transmission facilities for the 1714 – 1720 Rebuild Project (the “Project”).

CL&P shall have the right to cut and remove trees, brush, rocks, and other obstructions within the Temporary Access Area and to fill depressions or roughly grade the surface of the Temporary Access Area for the purpose of exercising the rights herein. CL&P shall have the right to lay timber matting on the surface of the Temporary Access for the purpose of facilitating access. The timber matting shall be natural timber, and the specification of the material to be used shall be submitted to the Town’s Conservation Director for approval prior to use.

If the Temporary Access Area is disturbed or damaged due to the Project’s construction activity, CL&P agrees to restore said Temporary Access Area to a condition substantially the same as that which existed prior to said construction. Restoration shall include final grading and seeding with native species where necessary and any repairs to paved driveway caused by the Project’s construction activity. CL&P shall provide 72 hours’ notice before commencing any work in the Temporary Access Area. Notice shall be provided to:

William A. Gerber, First Selectman
wgerber@fairfieldct.org

Timothy Bishop, Conservation Director
Tbishop@fairfieldct.org

Philip C. Pires, Town Attorney
ppires@cohenandwolf.com

Said Temporary Access Area being a portion of that tract described in a deed recorded in Volume 757, Page 301 of the Fairfield, CT land records.

CL&P shall indemnify and hold the Town harmless for all damages (including, but not limited to, reasonable attorney’s fees and costs), losses, claims, suits, or proceedings, including, arising out of the negligence of CL&P or of any agent, subcontractor, or employee of the CL&P arising out of or relating to this Temporary Access Agreement. CL&P shall be named as an

additional insured on all insurance policies concerning any work performed in the Temporary Access Area.

This Temporary Access Agreement shall terminate twenty-four (24) months after the date of execution by all parties below. It is understood by both parties that no permanent structures (including, but not limited to, electric transmission facilities) shall be constructed on the Temporary Access Area.

TCL&P shall leave the Temporary Access Area in a neat and orderly condition upon completion of CL&P's activities.

This Agreement sets forth the entire agreement of the parties hereto concerning its subject matter and shall supersede the terms of any other agreement between the parties hereto concerning the subject matter of this Agreement. This Agreement may be changed or modified only by a writing signed by the parties hereto wherein specific reference is made to this Agreement.

TOWN OF FAIRFIELD

By: _____
Print Name: William A. Gerber

Its: First Selectman

Date:

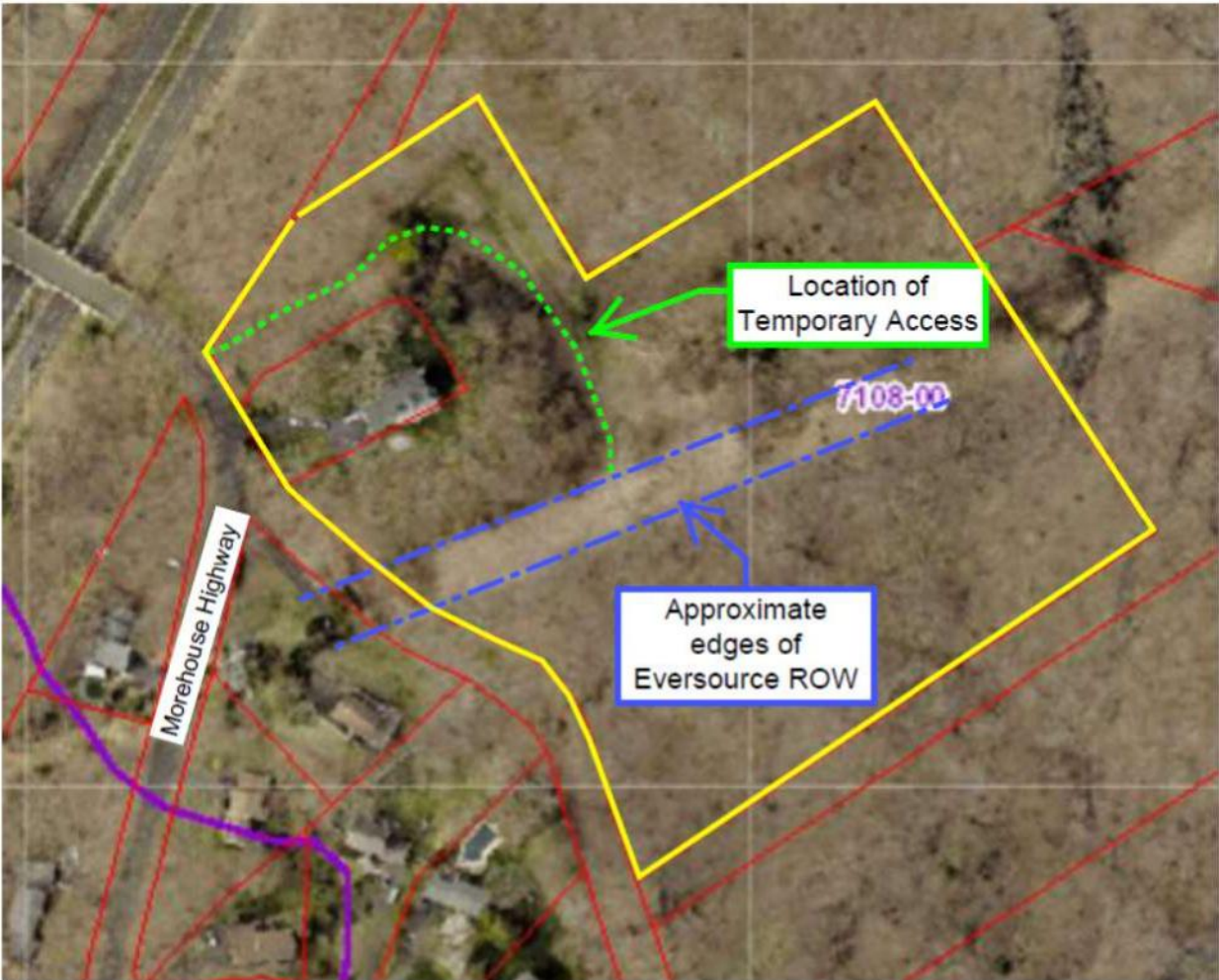
The Connecticut Light and Power Company d/b/a
Eversource Energy

By: _____
Print Name:

Its:

Date:

Exhibit A



1620 Morehouse Hwy., Fairfield