

From: [Ranelli, Matt](#)
To: [rebecca augur](#); [jonathan mullen](#)
Cc: [Richard Johnson](#); [Hrekul, Lilia N.](#)
Subject: RE: Glastonbury TPZ Easement Review Request
Date: Friday, May 28, 2021 4:18:35 PM

Rebecca and Jon:

Thank you for discussing this issue with us on the phone today. Per our phone conversation, we suggest the following revisions and if the TPZ is inclined to approval the application, we suggest they applicant provide a revised draft prior to approval:

1. Paragraph 1: This paragraph should ensure that at least the minimum number of spaces are provided. We suggest deleting the “a maximum of” from the first sentence in the paragraph. If for some reason, the applicant insist on keeping the “maximum of” ten cars language, then the TPZ could compromise by agreeing to “a minimum of six (6) cars and a maximum of ten (10) cars” based on our understanding that six additional parking spaces are what is needed to comply with zoning.
2. Paragraph 2: This paragraph should be broad enough to ensure that the required parking spaces are available during all hours of operation. We suggest adding the **highlighted** language to paragraph 2: “The License herein granted is limited to the parking spaces along the south end of Grantor’s property and is granted for the hours of **operation approved or allowed by the Glastonbury Town Plan & Zoning Commission, which are anticipated to be as follows**: 9:00 a.m. to 7:00 p.m. Mondays through Fridays, and 9:00 a.m. to 4:00 p.m. on Saturdays and Sundays...”
3. Paragraph 3: This paragraph would allow the parties to terminate the easement without any approval or even notice to the TPZ. This seems inconsistent with the “permanent” easement portion of the regulation especially if the two properties are owned or controlled by the same party. We suggest amending this provision to require either written approval of the TPZ or that the grantee must forfeit the special permit and provide written notice to the TPZ prior agreeing to terminate the easement. Please let us know if you would like us to draft proposed language.
4. Paragraph 4: The regulations requires the parking spaces be “available to the respective users on a non-conflicting basis.” Portions of this provision seem contrary to that requirement. We suggest the changes below to Paragraph 4: “The Easement and the right to use the Easement Area by the parties referred to above shall be Nonexclusive. The Grantor hereby retains, and shall have the right to the use of the Easement Area, ~~and the right to grant to other parties and property owners the right to use the Easement Area for ingress and egress, and service, and for other uses,~~ provided such ~~other~~ uses shall not unreasonably interfere with the use of the Easement Area of the parties referred to in paragraph 1 above. The Grantor reserves, and shall have the right to install, connect, and maintain, from time to time, in the Easement Area, sewer, gas, water and electric lines and pipes, telephone lines and conduits, poles and wires, and all utility lines and mains, ~~and to use the Easement Area for other purposes,~~ provided such uses ~~for other purposes~~ shall not unreasonably interfere with the use of the Easement Area by the parties referred to in paragraph 1 above entitled to the use thereof. Grantor may promulgate **reasonable** rules and regulations governing the use of the Easement Area and licensed parking spaces by Grantee, its servants, agents, employees, guests,

licensees, assigns, and invitees, **provided such rules and regulations shall not interfere with Grantee's use of the Easement Area for parking consistent with paragraphs 1 and 2 above.**"

5. Paragraph 5: This paragraph seems to undermine the permanent nature of the required easement and would be likely to lead to confusion or difficulty evaluating compliance. We suggest deleting it. If the parties would like to modify the Easement Area, they can ask for TPZ approval.

6. Paragraph 6: The rights reserved should be limited to those that do not interfere with the required use as parking spaces. We suggest that this paragraph be limited by adding language at the end of Paragraph 6: **"and further provided that nothing in this section will interfere with Grantee's use of the Easement Area for parking consistent with paragraphs 1 and 2 above.**

7. Additional Notes: The easement is unclear because at times it refers to a "license" to use up to ten spaces. Is there a separate license agreement, if not, why is the term license used? Finally, we note that it appears that the parking needs for some of the existing uses have the potential to conflict or coincide with the proposed spa parking demand. The regulation requires: "A written permanent easement between the use parties, which clearly stipulates the terms of the joint use of the parking spaces and ensures that such spaces are committed and available to the respective users on a non-conflicting basis."

We hope this is helpful. Please call or email if you have questions or would like to discuss.

Regards,
Matt

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From: rebecca augur [<mailto:rebecca.augur@glastonbury-ct.gov>]

Sent: Friday, May 21, 2021 1:49 PM

To: Ranelli, Matt <MRaneli@goodwin.com>

Cc: Richard Johnson <richard.johnson@glastonbury-ct.gov>

Subject: Glastonbury TPZ Easement Review Request

EXTERNAL EMAIL

Attorney Ranelli,

Please see attached request for review on behalf of the Glastonbury TPZ. They meet again on June 1st. Please let me know if you have any questions. Thanks, Rebecca

Rebecca Augur, AICP

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