

RTM

APRIL 9, 2012

ITEMS

//,

RETURN TO:
State of Connecticut
Department of Transportation-Unit 0403
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

GRANT OF EASEMENT AND AGREEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT, the Town of Greenwich, a municipal corporation, organized and existing under the laws of the State of Connecticut, having its territorial limits in the County of Fairfield and State of Connecticut, acting herein by _____, its _____, hereunto duly authorized (the Grantor), for Good and Valuable consideration and covenants herein contained, does hereby does hereby grant unto the said State of Connecticut, its successors and assigns (the Grantee), acting herein by _____, its _____, hereunto duly authorized, a defined easement for an underground electrical duct bank for service to the railroad, within an area of 7,309 square feet, more or less, over and across a portion of land of the Grantor herein, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, easterly of Sound Shore Drive at Strickland Road, as more particularly shown on a map be filed in the Greenwich Town Clerk's Office entitled: "TOWN OF GREENWICH MAP SHOWING EASEMENT ACQUIRED FROM TOWN OF GREENWICH BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION COS COB POWER PLANT AT SOUND SHORE DRIVE scale 1"=50' January 2012 THOMAS A. HARLEY P.E. -CHIEF ENGINEER - BUREAU OF ENGINEERING AND CONSTRUCTION". Town No. 56, Project No. 301-0134, Serial No. 1, Sheet 1 of 1, further described as follows:

NORTHERLY	by land of the State of Connecticut (Metro North Railroad), 52.61 feet, by a line designated "PROPERTY LINE & LIMIT OF PROPOSED WORK AREA 2";
SOUTHEASTERLY	by land of the Town of Greenwich, 74.90 feet, by a line designated "DEFINED EASEMENT LINE AND LIMIT OF PROPOSED WORK AREA 2";
EASTERLY	by land of the town of Greenwich, 177.74 feet, by a line designated "DEFINED EASEMENT LINE AND LIMIT OF PROPOSED WORK AREA 2";
SOUTHERLY	by land of the State of Connecticut, 30.00 feet;

WESTERLY by land of the town of Greenwich, 190.48 feet, by a line designated "DEFINED EASEMENT LINE AND LIMIT OF PROPOSED WORK AREA 1";

NORTHWESTERLY by land of the town of Greenwich, 44.17 feet, by a line designated "DEFINED EASEMENT LINE AND LIMIT OF PROPOSED WORK AREA 1";

Any area disturbed by the Grantee during the laying, installation and construction and use, maintenance and repair of the said underground electrical duct bank shall be restored by the Grantee to a condition reasonably equivalent to that which existed at the time immediately prior to such disturbance. Such corrections are to include restoration of pre-existing grades and repair of any driveways and pavement in the areas.

That the Grantor shall have the right, which is hereby reserved to itself, and to its successors and assigns forever, to continue to use the land within which the aforesaid underground electrical duct bank has been granted for any landscaping, parking, and driveway purposes which shall not unreasonably interfere with the use thereof by the Grantee, or its successors or assigns, in fulfilling the purposes for which this easement has been granted. Grantors and Grantees for themselves, their successors and assigns covenant and agree that they will never construct or maintain any building or other structure on, over or above said easement.

That during all periods of laying, installation, construction, maintenance and repair for the said underground electrical duct bank to be placed in the easement hereinabove described, Grantee shall protect Grantors' lands adjacent to said electrical duct bank by all reasonable means which may be required, such as the use of water runoff diversions and siltation fences, in order to prevent erosion, siltation or excessive runoff.

This easement is given together with an easement for temporary work area within two areas totaling 25,982 square feet, more or less, for the purpose of storing material during construction, as shown on said map. Said easement to automatically terminate upon completion of project, unless sooner released by the State. The temporary easement granted under this paragraph will be restored by returning the area to its original condition. The restoration, non-interference and protective covenants by the Grantee as set forth herein shall apply to the temporary work area easement as well.

Grantee agrees that it shall require any contractor performing work with the easement areas granted herein to: (1) phase construction or use appropriate methods such as steel plates so that the Grantor is provided continuous and full access to its property; (2) indemnify and save harmless the Grantor and name the Grantor as an additional insured on its liability insurance during the period of work;

and (3) provide the Grantor a class A-2 survey by a registered surveyor and as-built plans certified by a registered professional engineer showing the location and depth of the constructed facilities and proximity to the Grantor's sewer, drainage and utility lines. The Grantor shall maintain such survey and plans in a secure file at the designation of the Grantee.

TO HAVE AND TO HOLD said premises for the purposes aforesaid unto the State of Connecticut, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by the Town of Greenwich and State of Connecticut, acting herein by their representatives duly authorized, and have caused their seals to be hereto affixed and this Instrument to be executed in its behalf this ____ day of _____, A.D. 2012.

Signed, Sealed and Delivered
in the presence of

Town of Greenwich

Witness

By _____ (L.S.)

Its
Duly Authorized

Witness

State of Connecticut

Witness

By _____ (L.S.)

Its
Duly Authorized

Witness

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

On this day of , 2012, before me the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of the Town of Greenwich, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein provided as his free act and deed and that of the Town of Greenwich.

My Commission Expires:

Commissioner of the Court/Notary Public

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

On this _____ day of _____, 2012, before me the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of the State of Connecticut, whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed in the capacity as therein provided as his free act and deed and that of the Town of Greenwich.

My Commission Expires:

Commissioner of the Court/Notary Public

Town of Greenwich
(56) 301-0134-1

(860)594-2444

February 17, 2012

The Department of Transportation
Bureau of Engineering and Construction
2800 Berlin Turnpike
P. O. Box 317546
Newington, Connecticut 06131-7546

WAIVER OF COMPENSATION & APPRAISALS

Whereas, the Town of Greenwich is the owner of certain real property situated in the Town of Greenwich, County of Fairfield, and State of Connecticut, upon which the State of Connecticut requires certain permanent Easement for Transportation Purposes/Easements for Temporary Work Areas.

Whereas, the Town of Greenwich has been informed of their right to receive any and all just compensation for said Easement for Transportation Purposes/Easements for Temporary Work Areas in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and

Now therefore, the Town of Greenwich does hereby waive their right to receive any and all just compensation for said Easement for Transportation Purposes/Easements for Temporary Work Areas described on the map entitled:

"TOWN OF GREENWICH, MAP SHOWING EASEMENT ACQUIRED FROM THE TOWN OF GREENWICH BY THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, COS COB POWER PLANT AT SOUND SHORE DRIVE, SCALE 1" = 50', JANUARY, 2012, THOMAS A. HARLEY, P.E. - CHIEF ENGINEER, BUREAU OF ENGINEERING AND CONSTRUCTION, Town No. 56, Project No. 301-134, Serial No. 001, Sheet 1 of 1."

By _____

Date _____

Printed Name: _____

Printed Name: _____

Title: _____

Witness: _____

Date _____

AMY J. SIEBERT, P.E.
COMMISSIONER

DAVID P. THOMPSON, P.E., L.S.
DEPUTY COMMISSIONER



Building Inspection
Building Maintenance
Engineering
Highways
Recycling
Sewers
Solid Waste Disposal

DEPARTMENT OF PUBLIC WORKS

March 13, 2012

Michael P. Loney, P.E., Deputy Director
Construction Management
MTA Metro North Railroad
525 Broadway
North White Plains, NY 10603

Eugene J. Colonese
Rail Administrator
Bureau of Public Transportation
State of Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Ct 06131-7546

Re: Letter of Intent to Release Existing Easement
Former Cos Cob Power Plant Property
22 Sound Shore Drive as part of
New Easement Request of the State of Connecticut Department of Transportation
("ConnDOT")
MTA Metro North Railroad ("MNRR") – Cos Cob West Supply
Station Upgrades
ROW File No. 301-134-001
Town of Greenwich ("Greenwich") Project No: 11-16

Dear Deputy Director Loney and Rail Administrator Colonese:

This letter is meant to serve as a letter of intent between MNRR, ConnDOT and Greenwich for the parties to bring to a successful conclusion the above-captioned project that once completed will result in a new easement and ultimate release of an existing easement across the former Cos Cob Power Plant property.

Letter of Intent Releasing Existing Easement
Cos Cob Power Plant Property
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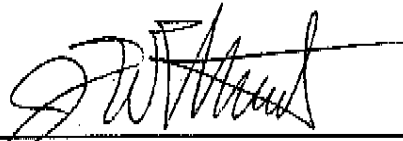
For Greenwich's part, its Department of Public Works has obtained approval from the Board of Selectmen to proceed to the Planning and Zoning Commission for Municipal Improvement approval that is required before granting the new easement across the Cos Cob property for the project. The Selectmen, however, have requested confirmation of MNRR and ConnDOT's intent to release upon completion of the project the existing easement that runs underneath a planned recreational field which is one of the reasons for this letter. The Department of Public Works will continue to move this review process before the Planning and Zoning Commission and on approval place the proposed easement and waiver of compensation and appraisals on the agenda of the Representative Town Meeting for approval. At the time of placement of this matter on the call of the Representative Town Meeting, the Department of Public Works would like to have on hand this letter signed by all the parties in order to comply with the request of the Board of Selectmen for confirmation of the intent to release the existing easement and to be able to answer questions on that issue to facilitate approval by the Representative Town Meeting.

For MNRR's part, the new easement is required for the Cos Cob West Power Supply Station Upgrades and will also ultimately be able to accommodate the East Power Supply Station Upgrades. Both the existing Cos Cob Station East and West Power Supplies are located in the existing easement on the Cos Cob property recorded in Volume 1959 page 50 and map number 6548 of the Greenwich Land Records. MNRR will continue the process of reviewing the effort required to perform the East Power Supply feeder relocation to the new easement as part of the work of the Cos Cob West Supply upgrade project. MNRR has solicited from its consultant a draft change of scope document outlining the effort required to provide an additional construction bid package to allow for the East Power Supply feeder relocation to be bid as an option to the base contract. MNRR believes that favorable bids received to date on project transformers along with competitive bidding for the West Power Supply upgrade will allow for the award of the East Power Supply feeder relocation as an option to the base contract and furthermore, MNRR has obtained approval from ConnDOT to pursue this option. The construction will take approximately two years to complete and MNRR would therefore expect that it would have no further use for the existing easement after that time. MNRR would then notify ConnDOT and Greenwich of its abandonment of use, turn off all power and leave all duct banks, wires and manholes in the ground within the existing easement on completion of the relocation and Greenwich would accept same.

For ConnDOT's part, it has granted to MNRR the approval to pursue both the East and West Power Supply feeder relocation as stated by MNRR in the preceding paragraph. On notification from MNRR that the relocation has been completed and that MNRR has no further use for the existing easement, ConnDOT will deliver a recordable release to Greenwich of the existing easement.

Letter of Intent Releasing Existing Easement
Cos Cob Power Plant Property
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The parties appreciate the mutual cooperation involved in this project and in furtherance thereof sign this letter accordingly.



James M. Michel, P.E.
Chief Engineer, Department of Public Works
On behalf of the Town of Greenwich

Michael P. Loney, P.E.
Deputy Director – Construction Management
On behalf of MTA Metro North Railroad

Eugene J. Colonese
Rail Administrator
Bureau of Public Transportation
On behalf of The State of Connecticut
Department of Transportation