## Housing Authority of the Town of Branford

Robert Imperato, Chair Jerry Mastrangelo, Vice Chair Kate Collins, Treasurer Jamie Kavanaugh, Commissioner Mark Colello, Commissioner Maryann Amore, Clerk

March 25, 2022

#### Via E-mail Only

Dennis Flanigan, Moderator Branford Representative Town Meeting Town of Branford 1019 Main Street Branford, CT 06405

Re: Parkside Village Redevelopment, Temporary Access Agreement

Dear Moderator Flanigan and RTM Members:

As you know, the Parkside Village I redevelopment has received all necessary land use approvals, as well as a financing commitment from the Connecticut Department of Housing and the Connecticut Housing Finance Authority, among other private and public funding sources. Documents to approve the boundary line adjustment to benefit Sliney Park, as well as public safety plans, recreational easements, and other documents have all been approved.

The Planning and Zoning Commission's April 2021 Resolution, Condition 2.c, requires execution of a Construction and Temporary Access Easement and Agreement (the "Temporary Access Agreement") to allow the temporary use of Town property for construction-related purposes, including the widening and improvement of Sliney Road. The Temporary Access Agreement will terminate when construction is complete. While we understood that the Temporary Access Agreement required only Board of Selectmen approval, this week, the Town requested that the Housing Authority also present the Temporary Access Agreement for RTM approval. The Board of Selectmen unanimously approved the Temporary Access Agreement, subject to RTM approval, during its March 23, 2022 meeting.

The Temporary Access Agreement is attached, as is an FAQ that answers questions people may have about the temporary access arrangement. As suggested by the Town Attorney, the Housing Authority looks forward to the Administrative Services Committee taking up this request on April 5, with RTM confirmation following on April 13.

We are available as needed to discuss and resolve any questions.

Very truly yours,

Robert Imperato, Chair

Housing Authority of the Town of Branford 115 S. Montowese Street, Branford, CT 06405 cc: William Aniskovich, Esq.

RTM Majority Leader Ray Ingraham RTM Minority Leader Tracy Everson

RTM Administrative Services Committee Chair Victoria Verderame

First Selectman James Cosgrove Second Selectman Angie Higgins Third Selectman Ray Dunbar

#### **Attachment 1**

Temporary Access Agreement

(attached)

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Hinckley Allen 20 Church Street Hartford, CT 06103

Attn: Lisa Catarino Riccio, Esq.

Space Above for Recorder's Use

# CONSTRUCTION AND TEMPORARY ACCESS EASEMENT AND AGREEMENT

THIS CONSTRUCTION AND TEMPORARY ACCESS EASEMENT AND AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022, by and between the TOWN OF BRANFORD, a municipal corporation, located in the County of New Haven and State of Connecticut (hereinafter referred to as the "Grantor" which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users), having a mailing address of 1019 Main St., Branford, Connecticut 06405, and the HOUSING AUTHORITY OF THE TOWN OF BRANFORD, a municipal authority organized and existing under the laws of the State of Connecticut in the Town of Branford, County of New Haven, and State of Connecticut (the "Grantee" which word shall include all successors, assigns, agents and designees), having a mailing address of 115 S. Montowese Street, Branford, Connecticut 06405. Grantor and Grantee are referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, the Grantor is the owner of real property known as Foote Memorial Park, Melrose Avenue, Branford, Connecticut (the "**Town of Branford Property**"); and

WHEREAS, Grantee is the owner of real property adjacent to the Town of Branford Property known as 115 South Montowese Road, Branford, Connecticut (the "Housing Authority Property"); and

WHEREAS, in connection with the development and rehabilitation of the Housing Authority Property as set forth and more specifically described in that certain Resolution (the "Resolution") of the Town of Branford Planning and Zoning Commission of the Town of Branford adopted at the November 21, 2019 meeting of the Planning and Zoning Commission, and Revised Per Superior Court Decision on April 1, 2021 (the "Construction"), Grantor has agreed to grant to Grantee a temporary construction easement over the portions of the Town of Branford Property (i) labeled the "Temporary Construction Easements" on the map entitled "Easement Map – Temporary Construction Easement" prepared for TPA Design Group by Godfrey Hoffman Hodge, LLC, dated August 6, 2021, attached hereto as <u>Exhibit A</u> (the "Easement Map"), and (ii) legally described in <u>Exhibit B</u> attached hereto and incorporated by reference herein (the "Temporary Construction Easement Area"), subject to and in accordance with the terms, conditions and provisions of this Agreement.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. <u>Grant of Temporary Construction Easement</u>. Grantor hereby grants to Grantee, and dedicates for use by Grantee a temporary right of entry, license, and construction easement (the "**Temporary Easement**") on, over, within, under and through the Temporary Construction Easement Area, subject to the terms and conditions of this Agreement, for Grantee's construction activities (i) in connection with the Construction, including any necessary parking for current residents of the Housing Authority Property and any construction vehicles, equipment and staging, and (ii) to widen a portion of Sliney Field Access Road and to construct an Emergency Vehicle Parking Area, within the areas depicted as the Sliney Field Road Widening Area and the Emergency Vehicle Parking Area on the Easement Map (being referred to collectively as the "**Sliney Field Road Widening**"). Grantee acknowledges and agrees that Grantee's construction activities within the Temporary Construction Easement Area shall comply with the terms and conditions set forth in that certain Traffic Management Plan attached hereto as **Exhibit C**.
- 2. <u>Term.</u> This Temporary Easement shall terminate (and the Parties shall execute and record a termination of same) upon (i) issuance of a final Certificate of Occupancy in connection with the Construction and (ii) completion of the Sliney Field Road Widening.
- 3. <u>Reserved Rights</u>. Grantor reserves and retains all rights to use the Temporary Construction Easement Area above and below the surface for any and all purposes that do not interfere with or obstruct exercise of the easements granted hereunder for the purposes and uses provided herein.
- 4. <u>Cooperation</u>. Grantor agrees that it will cooperate with and otherwise not interfere with the Temporary Easement.
- 5. <u>Merger</u>. Grantor and Grantee agree that no purchase or transfer of the underlying fee interest in the Temporary Construction Easement Area by or to the Grantee or any successor or assignee shall be deemed to eliminate the Temporary Easement, or any portion thereof, granted under the doctrine of "merger" or any other legal doctrine.
- 6. <u>Authority</u>. Grantor hereby affirms that it is the sole owner of the Temporary Construction Easement Area in fee simple and has the right to enter into this Agreement and to grant and convey the Temporary Easement. The Temporary Construction Easement Area is free and clear of all liens and encumbrances, including but not limited to any mortgage not subordinated to this Agreement.

#### 7. <u>Miscellaneous</u>.

a. An executed original of this Agreement shall be recorded in the Land Records of the Town of Branford. This Agreement shall run with the land of the Temporary Construction Easement Area and is binding on the Parties hereto and each of their respective

successors and assigns, until its termination, as set forth in Section 2 of this Agreement.

- b. This Agreement may be executed in multiple counterparts and signature pages from any counterpart may be appended to any other counterpart. All counterparts shall constitute a single, unified instrument.
- c. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Connecticut.
- d. All notices, requests and other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand delivery or overnight delivery service, to the mailing address set forth in this Agreement or at such other address as the Grantor or Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered.

[SIGNATURES FOLLOW THIS PAGE.]

IN WITNESS WHEREOF, the Parties It 2022.	nave signed this Agreement the day of,
Witnesses:	GRANTOR: TOWN OF BRANFORD
Name:	By: James B. Cosgrove, First Selectman Duly Authorized
Name:	
STATE OF CONNECTICUT ) ) ss COUNTY OF )	
On the day of, in the y James B. Cosgrove, First Selectman of the To on the basis of satisfactory evidence to be the incand acknowledged to me that she/he executed the	ear 2022, before me, the undersigned, personally appeared wn of Branford, personally known to me or proved to me dividual whose name is subscribed to the within instrument as same in her/his capacity, and that by her/his signature or upon behalf of which the individual acted, executed the
	Notary Public Printed Name: My Commission Expires:

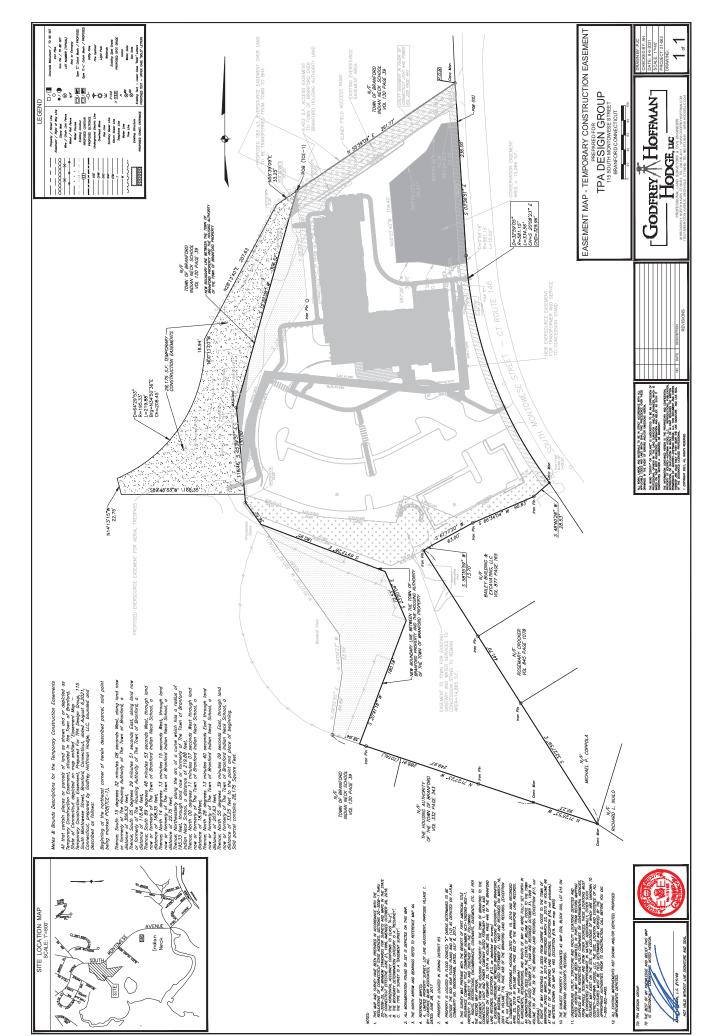
[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

Witnesses:	<b>GRANTEE</b> :
	HOUSING AUTHORITY OF THE TOWN OF BRANFORD
Name:	
Name:	By: Name: Title:
STATE OF CONNECTICUT ) ss COUNTY OF )	
On the, day of,	in the year 2022, before me, the undersigned, personally appearedof the <b>Housing Authority of the Town of Branford</b> , e on the basis of satisfactory evidence to be the individual whose
name is subscribed to the within instru	ment and acknowledged to me that she/he executed the same in nature on the instrument, the individual or the person upon behalf
	Notary Public Printed Name: My Commission Expires:

### EXHIBIT A

### **Easement Map**

(Easement Map follows this page.)



#### **EXHIBIT B**

#### **Temporary Construction Easement Area Legal Description**

All that certain pieces or parcels of land as shown and or depicted as Temporary Construction Easement, situated in the Town of Branford, State of Connecticut depicted on map entitled "Easement Map — Temporary Construction Easement, Prepared For TPA Design Group, 115 South Montowese Street, Branford, Connecticut, dated August 6,2021, Connecticut, prepared by Godfrey Hoffman Hodge, LLC, bounded and described as follows:

Beginning at the northeast corner of herein described parcel, said point being marked POB(TCE-1),

Thence; South 15 degrees 32 minutes 08 seconds West, along land now or formerly of The Housing Authority of The Town of Branford, a distance of 306.52 feet,

Thence; South 05 degrees 29 minutes 51 seconds East, along land now or formerly of The Housing Authority of The Town of Branford, a distance of 118.46 feet,

Thence; South 89 degrees 48 minutes 53 seconds West, through land now or formerly of The Town of Branford Indian Neck School, a distance of 168.35 feet,

Thence; North 14 degrees 13 minutes 15 seconds West, through land now or formerly of The Town of Branford Indian Neck School, a distance of 22.75 feet.

Thence; Northeasterly along the arc of a curve which has a radius of 195.33 feet, through land now or formerly of The Town of Branford Indian Neck School, a distance of 219.88 feet,

Thence; North 00 degrees 11 minutes 07 seconds West through land now or formerly of The Town of Branford Indian Neck School, a distance of 18.94feet,

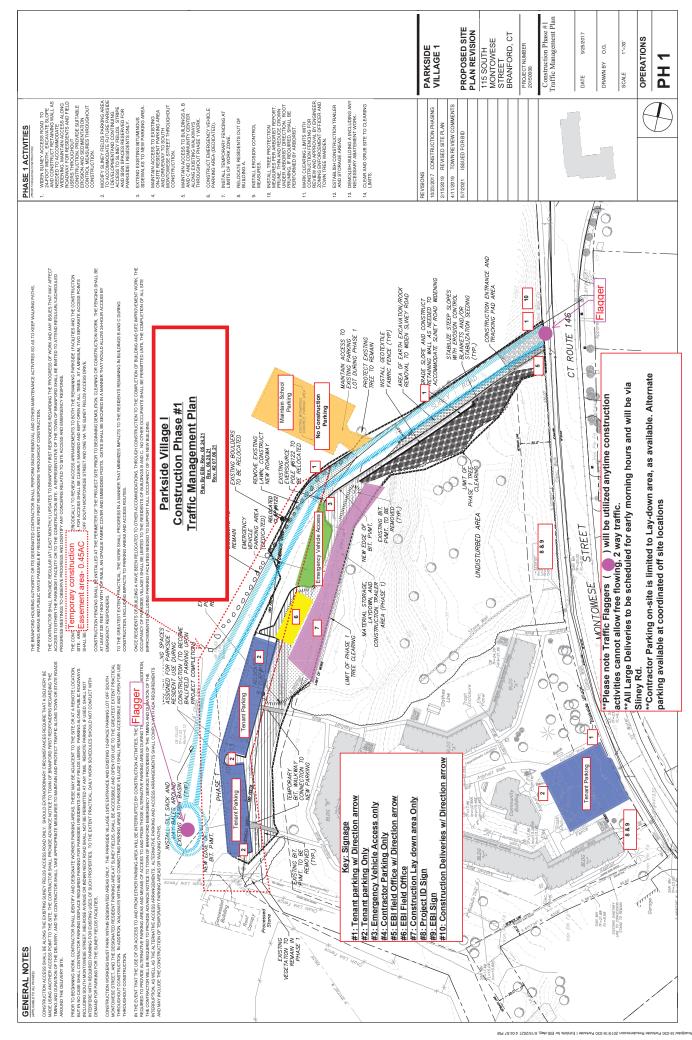
Thence; North 28 degrees 13 minutes 40 seconds East through land now or formerly of The Town of Branford Indian Neck School, a distance of 207.63 feet,

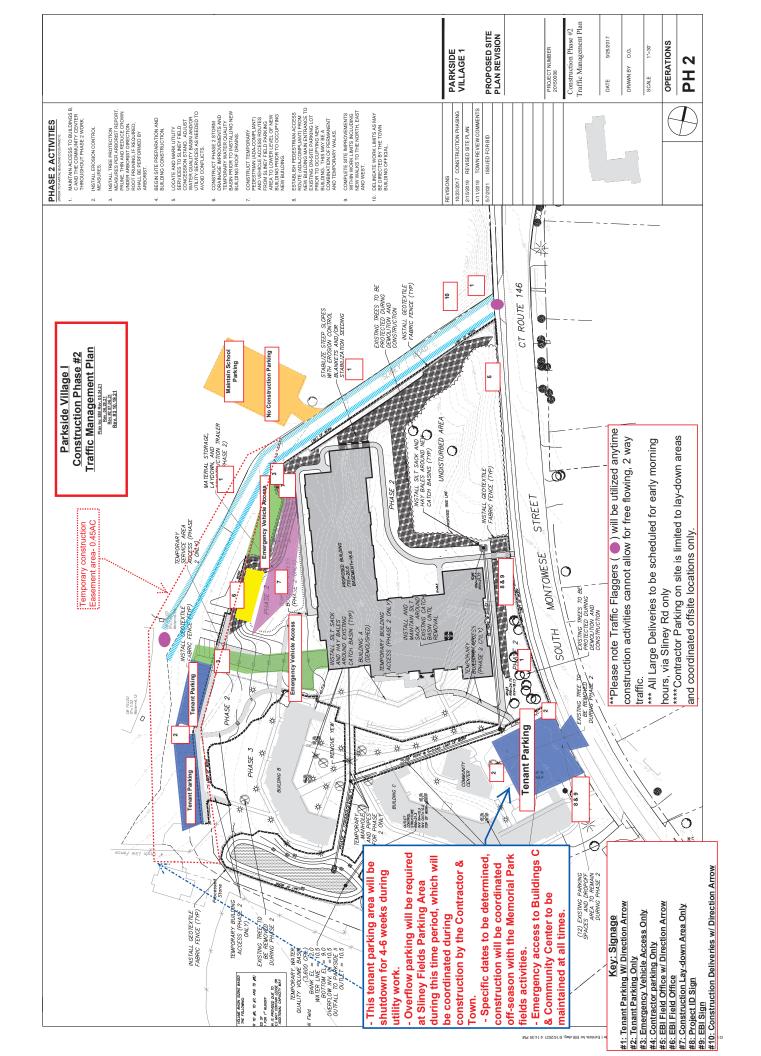
Thence; North 55 degrees 39 minutes 09 seconds East, through land now or formerly of The Town of Branford Indian Neck School, a distance of 33.25 feet to the point and place of beginning. Said parcel contains 28,175 Square Feet.

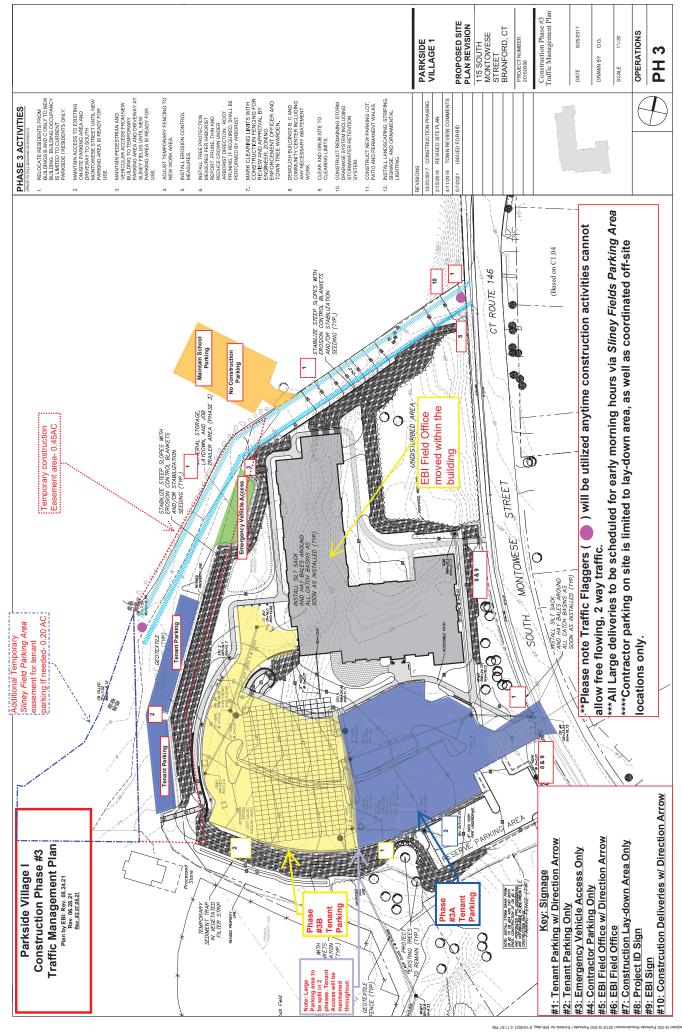
# EXHIBIT C

## Traffic Management Plan

(The Traffic Management Plan follows this page.)







#### **Attachment 2**

FAQs Re: Parkside Construction and Temporary Access Easement and Agreement (attached)

# FAQs Re: Parkside Construction and Temporary Access Easement and Agreement ("Temporary Agreement")

- 1. What is the "Construction and Temporary Access Easement and Agreement"? <u>Answer</u>: An agreement between the Housing Authority and the Town that permits the temporary use of certain portions of Town-owned land, during the redevelopment of Parkside Village, for construction-related purposes, including the widening and improvement of Sliney Road, from which the Town will benefit as a result of the access easement accepted by the RTM in February.
- 2. Why is the Temporary Agreement required here? <u>Answer</u>: The Planning and Zoning Commission's April 2021 resolution, Condition 2.c, required the execution of a "construction easement or alternative legal instrument" to allow the temporary use of Town property for these purposes.
- 3. What area(s) will be affected by the Temporary Agreement? How will Beacon and the Housing Authority assure public safety during pendency of construction?

<u>Answer</u>: The area to the immediate west of the Parkside property, where some of the Phase I improvements are being constructed for the benefit of the Town. The area is specifically delineated in a map attached to the Temporary Agreement.

The project's general contractor, Enterprise Builders, will install a construction fence surrounding the perimeter of the construction site. All equipment, materials, etc. will be within the boundaries of this fence and not accessible to the public.

4. Will the Temporary Agreement impact Sliney Fields? Emergency access? Parking?

<u>Answer</u>: Access and use of Sliney Fields – including emergency access – will be available at all times during construction. Certain stages of construction will be reserved for offpeak times to further minimize impact.

Currently, while there are few formal striped parking spaces off of Sliney Road behind the Little League fields, informally, there are approximately 72 unstriped spaces available in that area and we are aware that this area is regularly used by Little League families. (This count is based on an informal calculation of unobstructed parking spots based on typical sizes, we understand that parking can be more freeform in this area.) Of those spots in this area, 23 are intended for exclusive use by Parkside Village I residents, though in reality some are often used by visitors to the Sliney Fields, leaving approximately 49 available for public use.

During construction, approximately 29 of those informal spaces will remain accessible via Sliney Road for public use. An additional 23 spots will remain available for Parkside residents.

After construction, all Parkside Village I resident spots will be moved to a separate parking lot. Following construction, 23 properly striped parking spaces will be added to this area and available for use by park-users, including Little League families. Much of the currently unstriped area will remain unstriped. We estimate that this will result in an overall gain of two additional parking spots to this area for the public. It will also remove the conflict and confusion between spots available to the public and spots intended for Parkside residents.

The emergency vehicle access area shown on the traffic management plan will ultimately become signed and striped for emergency vehicle use only.

5. How long will the Temporary Agreement be in place?

<u>Answer</u>: By its terms, the Temporary Agreement will terminate upon (1) the issuance of a final Certificate of Occupancy for the redeveloped Parkside and (2) the completion of the Sliney Road widening, from which the Town will benefit as a result of the access easement accepted by the RTM in February. The Housing Authority and Beacon expect construction to take approximately 24 months.

6. Who drafted the Temporary Agreement? Has it been approved by the Town?

<u>Answer</u>: Counsel for Beacon and the Housing Authority drafted the Temporary

Agreement, which was approved as to form and content by Town Counsel and the Town

Planner. The "Traffic Management Plan", attached to the Temporary Agreement as an

exhibit, was approved by the Town Planner, Police Chief, and Recreation Director. The

Temporary Agreement also will be reviewed by the Board of Selectmen on March 23.