

ADDENDUM

AGENDA

Board of Aldermen – Regular Meeting
Monday, August 2, 2021 – 7:30 p.m.
City Hall

8. New Business:
(From Mayor's Report – Item 8)
 - c. In connection with the Morningside Revetment and Seawall Community Development Block Grant – Disaster Recovery project, Board of Aldermen approval is requested pursuant to CGS Section 8-24 for the acquisition of two (2) certain pieces or parcels of property and two (2) seawall construction grading and maintenance easements as depicted on a certain map entitled "Topographic Survey, 167 Hilldale Road, Prepared for Phyllis Boynton, a.k.a. 167 Morningside Dr. – Parcel B" dated 7/20/15 and revised 5/10/21, by Codespoti and Associates, P.C.

EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS, GREETING:

KNOW YE, THAT Guadalupe Garcia-Tsao of 38 Hilldale Court, in the City of Milford, County of New Haven, and State of Connecticut, as Grantor, in consideration of the sum of One dollar and other valuable consideration received to her full satisfaction of the CITY OF MILFORD, a municipal corporation located in the County of New Haven and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said CITY OF MILFORD, and its successors and assigns, as Grantee, the right, privilege, authority and temporary and permanent easements to construct and maintain a flood erosion structure on, under and across a portion upon land of the Grantor situated at 38 Hilldale Court in the City of Milford, County of New Haven, and State of Connecticut (the "Property"), as shown on a certain map entitled ""Topographic Survey, 167 Hilldale Road, Prepared for Phyllis Boynton, a.k.a 167 Morningside Dr. – Parcel B" dated 7/20/15 and revised 5/10/21, by Codespoti & Associates, P.C, approximately 204 square feet, as more particularly described in Schedule A attached hereto, together with the right of access over and across the Property of the Grantor as may be necessary in the opinion of the Grantee to maintain said flood erosion structure.

The Grantee herein agrees for itself, its successors and assigns, to restore the land within the easement area to as nearly its present condition as possible consistent with the use of the property as an easement. It is understood that trees removed from the area of the temporary and permanent easements will not be replaced.

The Grantor herein reserve the right to itself, its successors and assigns to continue to use the land within which the aforesaid easements have been granted for any uses and purposes which do not unreasonably interfere with the use thereof the Grantee, its successors and assigns, in fulfilling the purposes for which these easements are granted.

EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS, GREETING:

KNOW YE, THAT Phyllis F. Boynton, of _____, in the City of Milford, County of New Haven, and State of Connecticut, as Grantor, in consideration of the sum of One dollar and other valuable consideration received to her full satisfaction of the CITY OF MILFORD, a municipal corporation located in the County of New Haven and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said CITY OF MILFORD, and its successors and assigns, as Grantee, the right, privilege, authority and temporary and permanent easements to construct and maintain a flood erosion structure on, under and across a portion upon land of the Grantor situated at 167 Hilldale Road a/k/a 167 Morningside Drive in the City of Milford, County of New Haven, and State of Connecticut (the "Property"), as shown on a certain map entitled ""Topographic Survey, 167 Hilldale Road, Prepared for Phyllis Boynton, a.k.a 167 Morningside Dr. – Parcel B" dated 7/20/15 and revised 5/10/21, by Codespoti & Associates, P.C, approximately 2,900 square feet, as more particularly described in Schedule A attached hereto, together with the right of access over and across the Property of the Grantor as may be necessary in the opinion of the Grantee to maintain said flood erosion structure.

The Grantee herein agrees for itself, its successors and assigns, to restore the land within the easement area to as nearly its present condition as possible consistent with the use of the property as an easement. It is understood that trees removed from the area of the temporary and permanent easements will not be replaced.

The Grantor herein reserve the right to itself, its successors and assigns to continue to use the land within which the aforesaid easements have been granted for any uses and purposes which do not unreasonably interfere with the use thereof the Grantee, its successors and assigns, in fulfilling the purposes for which these easements are granted.

EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS, GREETING:

KNOW YE, THAT Phyllis F. Boynton, of _____, in the City of Milford, County of New Haven, and State of Connecticut, as Grantor, in consideration of the sum of One dollar and other valuable consideration received to her full satisfaction of the CITY OF MILFORD, a municipal corporation located in the County of New Haven and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said CITY OF MILFORD, and its successors and assigns, as Grantee, a public access easement over and across a portion upon land of the Grantor situated at 167 Hilldale Road a/k/a 167 Morningside Drive in the City of Milford, County of New Haven, and State of Connecticut (the "Property"), as shown on a certain map entitled "Topographic Survey, 167 Hilldale Road, Prepared for Phyllis Boynton, a.k.a 167 Morningside Dr. – Parcel B" dated 7/20/15 and revised 5/10/21, by Codespoti & Associates, P.C, approximately 204 square feet, as more particularly described in Schedule A attached hereto, together with the right of access over and across the Property of the Grantor as may be necessary in the opinion of the Grantee to maintain said public access area.

The Grantee herein agrees for itself, its successors and assigns, to restore the land within the easement area to as nearly its present condition as possible consistent with the use of the property as an easement. It is understood that trees removed from the area of the temporary and permanent easements will not be replaced.

The Grantor herein reserve the right to itself, its successors and assigns to continue to use the land within which the aforesaid easements have been granted for any uses and purposes which do not unreasonably interfere with the use thereof the Grantee, its successors and assigns, in fulfilling the purposes for which these easements are granted.

TO HAVE AND TO HOLD unto the said CITY OF MILFORD, its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

In the presence of:

BY: _____
Phyllis F. Boynton

STATE OF CONNECTICUT)
) ss. , 20__
COUNTY OF NEW HAVEN)

Personally appeared Guadalupe Garcia-Tsao signer and sealer of the foregoing agreement, who acknowledged the same to be_ her free act and deed, before me.

Commissioner of the Superior Court
Notary Public

QUIT CLAIM DEED

To all People to Whom these Presents shall come, Greeting:

KNOW YE, THAT I, GUADALUPE GARCIA-TSAO whose mailing address is 38 Hilldale Court, Milford, CT 06460 (hereinafter "Releasor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to my full satisfaction of the **CITY OF MILFORD**, a municipal corporation acting and organized under the laws of the State of Connecticut, whose mailing address is 70 West River Street, Milford, Connecticut, 06460, (hereinafter "Releasee") do remise, release and forever QUITCLAIM unto the said Releasee and unto its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said RELEASOR has or ought to have in or to:

All that certain piece or parcel of land as depicted as "**CONVEYANCE OF LAND FROM GARCIA TO THE CITY OF MILFORD**" on a map entitled, "**TOPOGRAPHIC SURVEY, 167 HILLDALE Road, PREPARED FOR PHYLLIS BOYNTON A.K.A 167 MORNINGSIDE ROAD – PARCEL B, MILFORD, CONNECTICUT, 1"=10'** dated 7/20/2015, revised to 5/10/2021, by Codespoti & Associates, PC., bounded and described as follows:

Beginning at the point of beginning, as depicted on the above referenced map;

Thence, N54° 04' 49"W, a distance of 56.03 feet to a point;

Thence, S59° 06' 00"E, a distance of 57.04 feet to a point;

Thence, S45° 00' 22"EW, a distance of 5.05 feet to the point of beginning;

Said easement being 140± Sq. Ft. or 0.03± Acres.

Said conveyance also being subject to conditions as depicted and noted of referenced map.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said RELEASEE and unto its successors and assigns forever, so that neither I the said RELEASOR nor my heirs nor any other person under me or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

Signed, Sealed and Delivered
in the Presence of:

GUADALUPE GARCIA-TSAO

STATE OF CONNECTICUT)

: ss.

_____, 2021

COUNTY OF NEW HAVEN)

On this _____ day of _____, 2021 before me, the undersigned officer, personally appeared **Guadalupe Garcia-Tsao**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

Notary Public

Commissioner of the Superior Court

QUIT CLAIM DEED

To all People to Whom these Presents shall come, Greeting:

KNOW YE, THAT I, PHYLLIS F. BOYNTON whose mailing address is 5 Schooner Lane, Apt. 3A, Milford, CT 06460 (hereinafter "Releasor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to my full satisfaction of the **CITY OF MILFORD**, a municipal corporation acting and organized under the laws of the State of Connecticut, whose mailing address is 70 West River Street, Milford, Connecticut, 06460, (hereinafter "Releasee") do remise, release and forever QUITCLAIM unto the said Releasee and unto its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said RELEASOR has or ought to have in or to:

All that certain piece or parcel of land as depicted as "**CONVEYANCE OF LAND FROM BOYNTON TO THE CITY OF MILFORD**" on a map entitled, "**TOPOGRAPHIC SURVEY, 167 HILDALE Road, PREPARED FOR PHYLLIS BOYNTON A.K.A 167 MORNINGSIDE ROAD – PARCEL B, MILFORD, CONNECTICUT, 1"=10'** dated 7/20/2015, revised to 5/10/2021, by Codespoti & Associates, PC., bounded and described as follows:

Beginning at the point of beginning, as depicted on the above referenced map;

Thence, S52° 59' 04"E, a distance of 67.73 feet to a point;

Thence, along Mean High Tide, a distance of 148.2± feet to a point;

Thence, N59° 06' 00"W, a distance of 57.04 feet to a point;

Thence, N33° 04' 38"E, a distance of 64.45 feet to a point;

Thence, N48° 56' 16"E, a distance of 79.47 feet to the point of beginning;

Said easement being 8,213± Sq. Ft. or 0.19± Acres.

Said conveyance also being subject to conditions as depicted and noted of referenced map.

