



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

April 8, 2016

Erie County Legislature
92 Franklin Street – Fourth Floor
Buffalo, New York 14202

**RE: Granting Niagara Mohawk Power Corporation a
Perpetual easement on County Owned Land located in the
City of Tonawanda, SBL# 52.06-2-1**

Dear Honorable Members:

Niagara Mohawk Power Corporation d/b/a National Grid is requesting a perpetual easement and right-of-way be granted on the above County owned parcel of land in the City of Tonawanda for the purpose of installing anchors off of a proposed pole. Legislature authorization is thereby requested to grant the easement.

Should your Honorable Body require further information, I encourage you to contact Joseph L. Maciejewski, Director of Real Property Tax Services. Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in black ink that reads "Mark C. Poloncarz".

Mark C. Poloncarz, Esq.
Erie County Executive

JM

cc: Joseph Maciejewski, Director, Department of Real Property Tax Services

MEMORANDUM

To: Honorable Members of the Erie County Legislature
From: Department of Real Property Tax Services
Re: Granting Niagara Mohawk Power Corporation a
Perpetual easement on County Owned Land located in the
City of Tonawanda, SBL# 52.06-2-1
Date: April 8, 2016

SUMMARY

Niagara Mohawk Power Corporation d/b/a National Grid is requesting a perpetual easement and right-of-way be granted on the above County owned parcel of land in the City of Tonawanda for the purpose of installing anchors off of a proposed pole. Legislature authorization is thereby requested to grant the easement

FISCAL IMPLICATIONS

None for the County.

REASONS FOR RECOMMENDATION

The County Lands Advisory Review Committee reviewed the request and has recommended that the request be granted so that Niagara Mohawk can install, anchor and maintain new pole.

BACKGROUND INFORMATION

Niagara Mohawk Power Corporation requested an easement and right-of-way on county owned property for the purpose of installation of a pole and anchors. The Advisory Review Committee has reviewed and approved this proposal.

CONSEQUENCES OF NEGATIVE ACTION

The pole and anchors will not be installed.

STEPS FOLLOWING APPROVAL

Authorize the County Executive to sign the Grant of Easement agreement with Niagara Mohawk Power Corporation.

A RESOLUTION SUBMITTED BY:
DEPARTMENT OF REAL PROPERTY TAX SERVICES

**RE: Granting Niagara Mohawk Power Corporation a
Perpetual easement on County Owned Land located in the
City of Tonawanda, SBL# 52.06-2-1**

WHEREAS, Niagara Mohawk Power Corporation is requesting the County of Erie grant a perpetual easement and right-of-way on the above County owned parcel of land located in the City of Tonawanda for the purpose of installing a pole and anchors; and

WHEREAS, the County Lands Advisory Review Committee has recommended that the easement and right-of-way be granted; and

WHEREAS, the Director of Real Property Tax Services has determined that this easement can be granted; and

WHEREAS, the parties of the first part, in consideration of other goods and valuable consideration of One and 00/100 Dollars (\$1.00), lawful money, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns a permanent right of way and easement, which includes the perpetual and exclusive right to construct, maintain, inspect, protect, replace, repair and operate utilities on the subject property; and

WHEREAS, the Grantee, its successors and assigns, shall have the right of reasonable ingress and egress over the premises of the parties of the first part for all of the above purposes and any other purposes reasonably incidental thereto, including the right to clear and keep cleared all trees, roots and brush, and other obstructions located in and around the easement property; and

WHEREAS, the party of the first part reserves its right, title and interest in and to the property described above, provided that such use shall not interfere with or obstruct the party of the second part in its exercise of the rights and privileges herein granted. The party of the first part specifically covenants and agrees not to impound water, excavate, or construct buildings or structures of any type whatsoever on, over or under that portion of the lands and property covered by this easement without the written consent of the Grantee, which will not be unreasonably withheld; and

WHEREAS, the party of the first part hereby represents and warrants that it is the sole owner in fee simple of this property and that it has the lawful right and authority to grant the permanent easement conveyed herein; and

WHEREAS, the party of the second part agrees to pay the reasonable amount of any actual damage to growing shrubs, bushes, landscaping or other structural improvements located outside and within the easement property and caused by their construction or maintenance activities; and

WHEREAS, the party of the second part agrees to maintain the property as deemed appropriate and indemnify and hold harmless the County of Erie from any litigation that may arise and name the County of Erie as an additional insured and provide the County Attorney with proof of such insurance certificate; and

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Executive is authorized and directed to execute to Niagara Mohawk Power Corporation in consideration of the sum of One and 00/100 Dollar (\$1.00) a perpetual easement and right-of-way on the following:

All that tract or parcel of land situate in the City of Tonawanda, County of Erie, and State of New York, being described in a certain Deed recorded in the County Clerk's Office in Liber 7651 of Deeds at Page 668 and consists of land described as being part of Tax Parcel No. 52.06-2-1 commonly known as 201 Two Mile Creek Road:

and be it further,

RESOLVED, that certified copies of this resolution be forwarded to the County Executive, the Office of the County Comptroller, the County Attorney and the Department of Real Property Tax Services.

GRANT OF EASEMENT

COUNTY OF ERIE, with offices at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 144 Kensington Avenue, Buffalo, New York 14214 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, and, at its pleasure, remove any guys, guy stubs, supporting structures, cables, braces, fittings, foundations, anchors, and other guying or supportive fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time to maintain and support other fixtures or equipment of Grantee, whether now existing or hereafter devised, with said Facilities to be located in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area;

b. From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Erie County Clerk's Office in Liber 7651 of Deeds at Page 668 and consists of land described as being part of Tax Parcel No. 52.06-2-1 of the City of Tonawanda, County of Erie and State of New York, commonly known as 201 Two Mile Creek Road.

Section 3 – Location of the Easement Area. The general location of the "Easement Area" is shown on the sketch entitled "EXHIBIT A," which sketch is attached hereto and recorded herewith, copies of which are in the possession of the Grantor and the Grantee. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 - General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20__.

COUNTY OF ERIE

By: _____
Print Name: _____
Title: _____

STATE OF NEW YORK :
COUNTY OF ERIE : SS:

On this _____ day of _____, in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

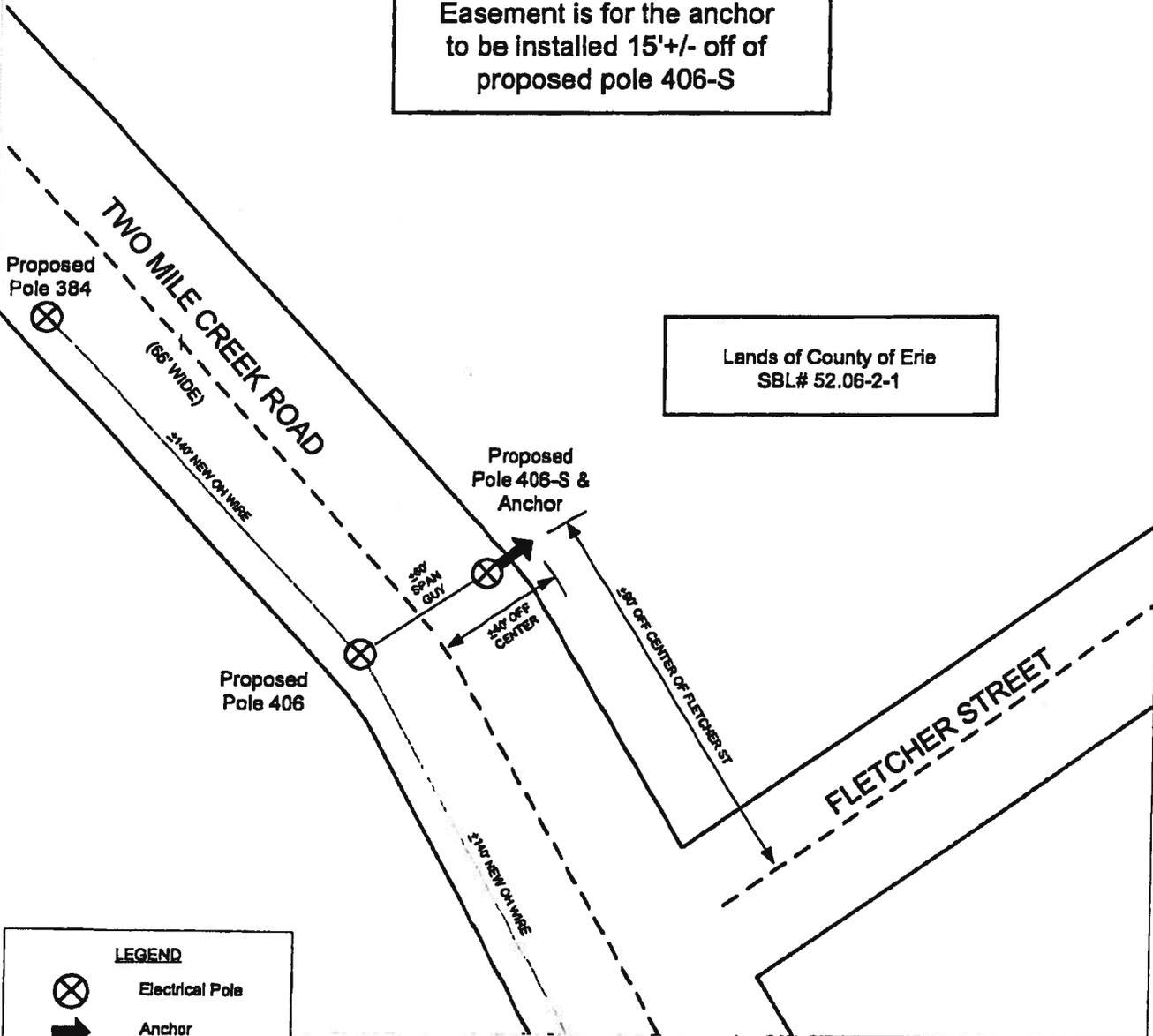
Notary Public

EXHIBIT A
CITY OF TONAWANDA
ERIE COUNTY



Easement is for the anchor
to be installed 15'+/- off of
proposed pole 406-S

Lands of County of Erie
SBL# 52.06-2-1



LEGEND

-  Electrical Pole
-  Anchor
-  NEW OH WIRE
-  Property Line
-  Road Line
-  Center Line



ControlPoint
TECHNOLOGIES

Designer: Jeremy Davis, ControlPoint Technologies, Inc.
781-423-3088

EASEMENT #:

nationalgrid

2/12/2015

WR#18242579

NOT TO
SCALE