NORWALK re: DEVELOPMENT AGENCY

CHAIRMAN
Felix R. Serrano

COMMISSIONERS
Lori Torrano
Lisa M. Cooper
La Tanya Langley
Thomas Devine

Timothy T. Sheehan
EXECUTIVE DIRECTOR\

MEMORANDUM

TO: NORWALK REDEVELOPMENT AGENCY COMMISISONERS
FROM: TIM SHEEHAN, EXECUTIVE DIRECTOR
DATE: DECEMBER 27, 2016
RE: QUIT CLAIM DEEDS FOR 13 & 20 DAY STREET

Attached please find three quit claim deeds as prepared by Corporation Counsel for the City of Norwalk and reviewed by Agency Counsel. The three deeds involve the transfer of 13 and 20 Day Street to the Norwalk Housing Authority and a deed to the City allowing for a small piece (387 sq. ft.) of 13 Day Street to be combined with Hanford Place. The purpose of the respective deeds and the Agency's release of its interest in the property is to accommodate the Washington Village redevelopment effort being advanced by the Norwalk Housing Authority.

Upon recent notification of the Redevelopment Agency's recorded interest in the two properties, Agency staff reviewed both the land records and our own files and determined that the Agency was named because it was acting as an Agent of the City of Norwalk in the acquisition of the properties that formerly comprised the two sites. Further, the Redevelopment Agency served as the administrator of a State Grant that was provided to the City of Norwalk for the purpose of implementing an Industrial Development Plan. Said funding was used to acquire these parcels and industrial use restrictions were imposed on the properties that were acquired. These use restrictions have all subsequently expired and the State of Connecticut has been well informed that both the City and the Redevelopment Agency are in agreement that these two parcels should be incorporated into the HUD Choice Neighborhood redevelopment plan for Washington Village. Further, the State of Connecticut itself is a significant investor in the Washington Village redevelopment effort.

Action:
The Redevelopment Agency Commission having reviewed the quit claim deeds for 13 and 20 Day Street to the Norwalk Housing Authority and the quit claim deed to the City to allow a small portion of the 13 Day Street site to be combined with Hanford Place hereby approves said deeds and authorizes the Redevelopment Agency Commission Chairman, Felix R. Serrano, to execute all related documents associated with this action.

PO BOX 5125 · 125 EAST AVENUE, NORWALK, CT 06856-5125 · TELEPHONE 203-854-7810 · FAX 203-854-7734

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

KNOW YE, that the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, together with **THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK**, a redevelopment agency created by the Common Council of the City of Norwalk, pursuant to Chapter 130 of the General Statutes of the State of Connecticut, acting herein by Felix Serrano, its Chairman (herein collectively designated as the Releasor), for good and valuable consideration including the easements reserved herein, all of which has been received to its full satisfaction from the **HOUSING AUTHORITY OF THE CITY OF NORWALK**, a public body and corporate existing under the laws of the State of Connecticut (herein designated as the Releasee), does by these presents remise, release and forever quit-claim unto the said Releasee and to the Releasee's heirs, 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 certain real property situated in the City of Norwalk, County of Fairfield and State of Connecticut as follows:

Such property consisting of approximately 56,130± square feet and further shown and depicted as follows:

> ALL SUCH CERTAIN piece or parcel of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, shown and designated as "20 Day Street Area = 56,130± Sq Ft. or 1.2886± Acres" on a certain map entitled, "Easement Map Depicting Easement to be Granted to City of Norwalk at 20 Day Street Prepared for Trinity Washington Village Limited Partnership And The Norwalk Housing Authority, Norwalk, Connecticut, Scale 1"=30FT. April 7, 2014 William W. Seymour & Associates, P.C." (the "Survey Map"), which map is on file in the office of the Town Clerk of the said City of Norwalk as Map No. _____, reference thereto is hereby made and had for a more particular location and description of the property (the

"Premises").

The Premises are further described in **Schedule A**, attached hereto and incorporated herein.

A. This Quit Claim is and shall be subject to the following easements reserved by the Releasor:

1. A general utility easement is hereby reserved by Releasor over the Premises for the benefit of the Releasor and the public which easement hereby grants to the Releasor, its contractors and assigns, the right and privilege to enter onto the Premises for the purposes of inspecting, installing, repairing, maintaining and replacing any and all public utilities and related installations as may be situated on or under the Premises at any time.

B. This Quit Claim is and shall be further subject to the following covenants (the "Covenants"):

1. The "South Norwalk/Washington Village Choice Neighborhood Transformation Plan" approved and adopted by the Norwalk Common Council on May 28, 2013 (the "Transformation Plan") and Norwalk's TOD District Redevelopment Plan adopted on August 23, 2016 by the Norwalk Common Council and on September 27, 2016 by the Norwalk Redevelopment Agency and filed on the Norwalk Land Records on September 30, 2016 (the "Redevelopment Plan"), which is a redevelopment plan pursuant to Connecticut General Statutes 8-127;

2. All applicable regulatory requirements imposed by the federal, state, county, municipal and/or other local agencies, commissions, departments, boards, bureaus, officials and other governmental or quasi-governmental authorities having jurisdiction over the Transformation Plan, the Redevelopment Plan, the HUD Grant Agreement, the Site Plan Approval, or the Premises;

3. The #14-13SP/#20-13CAM -Special Permit/Coastal Site Plan approved by the Norwalk Zoning Commission on February 20, 2014 and revisions to the approved plans approved by the Commission on September 21, 2016 together with its conditions (the "CAM-Special Permit/Coastal Site Plan Approval");

4. The terms and conditions of the FY2013 Choice Neighborhoods Implementation Grant Agreement by and between the United States Department of Housing and Urban Development ("HUD"), the Norwalk Housing Authority and the Norwalk Redevelopment Agency for the June 30, 2014 Choice Neighborhoods Implementation Grant Award, which Agreement is dated December 17, 2014, as amended (the "HUD Grant Agreement");

5. Installments of real property taxes of the City of Norwalk due and payable after the date of this Quit Claim;

6. Such state of facts as an accurate survey or personal inspection would reveal; and

7. Zoning and planning rules and regulations of the City of Norwalk.

C. The restrictions, conditions and covenants set forth herein shall constitute a binding contract between the Releasor and Releasee, their respective heirs, executors, administrators, assigns, assignees, grantees, devisees, aliences and their lessees, tenants and all persons controlling or claiming any interest of any character in the Premises and shall constitute Convenants attached to and running with the land for the purpose of binding all the above while their interests continue.

TO HAVE AND TO HOLD the Premises hereby remised, released and quit-claimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor, nor the Releasor's heirs, successors or assigns, nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the Premises or any part thereof, but therefrom the Releasor and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, the said Releasor has signed and sealed this instrument or caused these presents to be signed by its Mayor and its corporate seal to be hereto affixed this _____ day of _____, 2016.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

_____

_____

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2016 before me, the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be Mayor of the **CITY OF NORWALK**, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **CITY OF NORWALK** by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

_____

Commissioner of Superior Court

Signed, Sealed and Delivered
in the Presence of:

THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK

_____

_____

By: _____
Felix Serrano
Its Chairman
Duly Authorized

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2016 before me, the undersigned officer, personally appeared Felix Serrano, who acknowledged himself to be the Chairman of **THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK**, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK** by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

Commissioner of Superior Court

DRAFT

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KNOW YE, that the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, together with **THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK**, a redevelopment agency created by the Common Council of the City of Norwalk, pursuant to Chapter 130 of the General Statutes of the State of Connecticut, acting herein by Felix Serrano, its Chairman (herein collectively (herein designated as the Releasor), for good and valuable consideration including the easements reserved herein, all of which has been received to its full satisfaction from the **HOUSING AUTHORITY OF THE CITY OF NORWALK**, a public body and corporate existing under the laws of the State of Connecticut (herein designated as the Releasee), does by these presents remise, release and forever quit-claim unto the said Releasee and to the Releasee's heirs, 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 certain real property situated in the City of Norwalk, County of Fairfield and State of Connecticut as follows:

Such property consisting of approximately 19,267± square feet, and further shown and depicted as follows:

> ALL SUCH CERTAIN pieces or parcels of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, shown and designated as "13 Day Street","REVISED AREA = 19,267± Sq.Ft. or 0.4424± Acre Plus Parcel X-1, Minus Parcel X-2" on a certain map entitled, "Property Survey Depicting Street Line Revision & Extinguishment of Easement at 13 Day Street Prepared For Trinity Washington Village Limited Partnership And The Norwalk Housing Authority, Norwalk, Connecticut, Scale 1"=20 FT. September 12, 2016 William W. Seymour & Associates, P.C." (the "Survey Map"), which map is on file in the office of the Town Clerk of the said City of Norwalk as Map No. _____, reference thereto is hereby made and had for a more particular location and description of the property (the "Premises").

The Premises are further described in **Schedule A**, attached hereto and incorporated herein.

A. This Quit Claim is and shall be subject to the following easements reserved by the Releasor:

1. A general utility easement is hereby reserved by Releasor over the Premises for the benefit of the Releasor and the public which easement hereby grants to the Releasor, its contractors and assigns, the right and privilege to enter onto the Premises for the purposes of inspecting, installing, repairing, maintaining and replacing any and all public utilities and related installations as may be situated on or under the Premises at any time.

B. This Quit Claim is and shall be further subject to the following covenants (the "Covenants"):

1. The "South Norwalk/Washington Village Choice Neighborhood Transformation Plan" approved and adopted by the Norwalk Common Council on May 28, 2013 (the "Transformation Plan") and Norwalk's TOD District Redevelopment Plan adopted on August 23, 2016 by the Norwalk Common Council and on September 27, 2016 by the Norwalk Redevelopment Agency and filed on the Norwalk Land Records on September 30, 2016, (the "Redevelopment Plan"), which is a redevelopment plan pursuant to Connecticut General Statutes 8-127;

2. All applicable regulatory requirements imposed by the federal, state, county, municipal and/or other local agencies, commissions, departments, boards, bureaus, officials and other governmental or quasi-governmental authorities having jurisdiction over the Transformation Plan, the Redevelopment Plan, the HUD Grant Agreement, the Site Plan Approval, or the Premises;

3. The #13-13SP/#19-13CAM -Special Permit/Coastal Site Plan approved by the Norwalk Zoning Commission on February 20, 2014 and revisions to the approved plans approved by the Commission on September 21, 2016 together with its conditions (the "CAM-Special Permit/Coastal Site Plan Approval");

4. The terms and conditions of the FY2013 Choice Neighborhoods Implementation Grant Agreement by and between the United States Department of Housing and Urban Development ("HUD"), the Norwalk Housing Authority and the Norwalk Redevelopment Agency for the June 30, 2014 Choice Neighborhoods Implementation Grant Award, which Agreement is dated December 17, 2014, as amended (the "HUD Grant Agreement");

5. Installments of real property taxes of the City of Norwalk due and payable after the date of this Quit Claim;

6. Such state of facts as an accurate survey or personal inspection would reveal; and

7. Zoning and planning rules and regulations of the City of Norwalk.

C. The restrictions, conditions and covenants set forth herein shall constitute a binding contract between the Releasor and Releasee, their respective heirs, executors, administrators, assigns, assignees, grantees, devisees, aliences and their lessees, tenants and all persons controlling or claiming any interest of any character in the Premises and shall constitute Convenants attached to and running with the land for the purpose of binding all the above while their interests continue.

D. Releasor hereby further releases and forever quitclaims to Releasee its interests in that certain Storm Sewer Easement denoted on said Survey Map as "15 FT. Storm Sewer Easement To Be Extinguished, Area=2,234± Sq. Ft. or 0.0512± Acre" (the "Easement") and on file in the Norwalk Land Records in Book 1366 at Page 2, along with all Releasor's rights thereto, with the intent that such Easement may be forever extinguished, and that Releasee, its heirs and assigns in interest, shall have and enjoy the Premises so granted, free and absolutely discharged from the Easement.

TO HAVE AND TO HOLD the Premises hereby remised, released and quit-claimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor, nor the Releasor's heirs, successors or assigns, nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the Premises or any part thereof, but therefrom the Releasor and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, the said Releasor has signed and sealed this instrument or caused these presents to be signed by its Mayor and its corporate seal to be hereto affixed this _____ day of _____, 2016.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

_____

_____

By: _____
Harry W. Rilling
Its Mayor

Duly Authorized

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2016 before me, the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be Mayor of the **CITY OF NORWALK**, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **CITY OF NORWALK** by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
Commissioner of Superior Court

Signed, Sealed and Delivered
in the Presence of:

THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK

_____

_____

By: _____
Felix Serrano
Its Chairman
Duly Authorized

STATE OF CONNECTICUT)
)ss. Norwalk
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2016 before me, the undersigned officer, personally appeared Felix Serrano, who acknowledged himself to be the Chairman of **THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK**, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK** by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
Commissioner of Superior Court

DRAFT