



# City of New London

Office of the City Council

181 State Street • New London, CT 06320 • Phone (860) 447-5202 • Fax (860) 447-7971

January 9, 2015

You are hereby given notice that the Council of the City of New London will hold a Special Meeting at the following place and time:

## **COUNCIL CHAMBERS, MONDAY, JANUARY 12, 2015, 5:30 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
4. Purpose of the meeting: To discuss and act on an agreement with New London RR Co., LLC regarding Union Station

**CAM** The City Council, acting as the Council and as the City's Redevelopment Agency, hereby agrees to enter into an Agreement with New London RR Co., LLC for the release of the Winthrop Urban Renewal Plan and most of the terms and conditions of the Contract for Sale of Land for Private Redevelopment dated July 24, 1975, as those documents pertain to Union Station, and authorizes the President of the City Council to sign said Agreement on terms and conditions satisfactory to the Director of Law.

5. Adjournment

### **Distribution List:**

President Wade A. Hyslop, Jr.  
President Pro Tem Efrain Dominguez, Jr.  
Councilor Michael E. Passero  
Councilor Anthony L. Nolan  
Councilor Erica L. Richardson  
Councilor Martin T. Olsen, Jr.  
Councilor Michael J. Tranchida

cc: Mayor, City Clerk, ODP Director, Law Director

# UNION ▲ STATION

January 7, 2015

Ms. Tammy Daugherty, Director  
City of New London  
Office of Development and Planning  
111 Union Street  
New London, CT 06320

Re: Union Station

Dear Ms. Daugherty:

We request a Special Meeting of the New London City Council be called for January 12, 2015, to address additional matters relating to the title to our property at 35 Water Street, New London, Connecticut ("Union Station"). The following is a brief outline of the history behind our request as background, followed by a summary of the relief we seek:

I. BACKGROUND:

A. The Urban Renewal Plan was issued in 1962 with a stipulated twenty (20) year term (the "Plan").

B. The prior owner purchased Union Station from the City of New London in 1975 pursuant to the terms of a recorded "Contract for Sale of Land for Private Redevelopment" dated as of July 24, 1975 (the "Land Contract"), and that certain deed of record from the City of New London as Releasor dated September 30, 1975 (the "City Deed").

C. The form of the Land Contract and the City Deed were widely used by Connecticut municipalities in the 1970's for urban renewal conveyances.

D. On December 15, 2014, the New London City Council, acting as successor to the City of New London Redevelopment Agency, approved the issuance of a "Certificate of Completion" as contemplated in, and required by, the Land Contract. This document was executed by the Mayor and will be recorded in the municipal land records.

E. The restrictions, covenants and undertaking set forth in the City Deed incorporate, directly and by reference, certain terms and provisions of both the Land Contract and the Plan that no longer reflect the purpose and intent of the parties, are no longer in effect or have otherwise been superseded by intervening federal, state and municipal law, but could nevertheless raise questions or concerns which would inhibit or delay future development of Union Station.

F. At the same time, we share with the City of New London a mutual interest in ratifying and affirming all of the terms of the City Deed.

II. PROPOSAL:

We request the City Council authorize the execution and delivery of a "Termination and Restatement Agreement" to effect the following:

1. To confirm that the Plan is no longer applicable to Union Station whether because it has terminated by its terms, it has been superseded by the Planning and Zoning Regulations of the City of New London, or otherwise.

2. To confirm that the Land Contract is of no further force and effect having been superseded by the terms of the City Deed as of the date of the issuance of the Certificate of Completion if not before.

3. To reform, restate and amend the terms of the City Deed as follows:

(a) To confirm that Sections 1, 4 and 5, and the conditions stated in the paragraph commencing on page 10 after the word "CONDITION", have lapsed in accordance with their terms, were rendered of no further effect by the issuance of the December 2014 Certificate of Completion, or otherwise no longer apply.

(b) To restate Section 3 of the City Deed so as to remove the term "Open Occupancy" and conform the provision to current law.

(c) To conform the City Deed to the termination of the Plan and the Land Contract requested above.

4. To ratify, reaffirm and confirm the remaining terms, restrictions, covenants and undertakings in the City Deed including, but not limited to Section 7 with respect to architectural preservation, Section 9 with respect to Indemnity, and Section 2 with respect to nondiscrimination. Whether or not Section 7 is reaffirmed and ratified, its terms provide for an August 15, 2015 expiration.

5. To confirm our intent to maintain Union Station as an active rail passenger terminal.

Thank you for your continuing assistance.

New London RR Co., LLC

By:   
\_\_\_\_\_  
Todd O'Donnell, Managing Partner

RESTATEMENT AGREEMENT

RE:

CONTRACT FOR SALE OF LAND FOR PRIVATE DEVELOPMENT  
REGARDING REDEVELOPMENT OF DISPOSITION PARCEL A – 1  
A.K.A. UNION RAILROAD STATION or UNION STATION  
NEW LONDON, CONN. DATED AS OF JULY 24, 1975;

and

REDEVELOPMENT DEED OF THE CITY OF NEW LONDON ACTING  
THEREIN BY ITS REDEVELOPMENT AGENCY AS RELEASOR  
DATED SEPTEMBER 30, 1975

This RESTATEMENT AGREEMENT is executed and delivered as of January \_\_\_\_, 2015, between the New London City Council of the City of New London, successor in interest to the Redevelopment Agency of the City of New London, having its address at New London City Hall, 181 State Street, New London, Connecticut 06320 (hereinafter, the “City”), and New London RR Co., LLC, a Connecticut limited liability company having its principal place of business at Union Station, 35 Water Street, New London, Connecticut 06320 (hereinafter, the “Owner”).

RECITALS

A. The Redevelopment Agency of the City of New London (the “Agency”) and Union Station Associates of New London (the “Redeveloper”) entered into a certain Contract for Sale of Land for Private Redevelopment dated July 24, 1975 (the “Land Contract”), which Land Contract is recorded with the New London Land Records (the “Land Records”) in Volume 393, Page 1.

B. The Land Contract provided for the Redeveloper’s purchase of the real property located at Union Station, 35 Water Street, New London, Connecticut, and known as Disposition Parcel A-1 of the Winthrop Urban Renewal Area, New London, Connecticut, which real property is more fully described in Schedule A of the Land Contract (“Union Station”).

C. Pursuant to the Land Contract, the City transferred and conveyed Union Station to the Redeveloper by a certain deed dated September 30, 1975 (the “City Deed”), which City Deed is recorded with the Land Records in Volume 393, Page 73.

D. Within a period of time following conveyance of title to Union Station as specified in the Land Contract (the “Redevelopment Period”), the Land Contract required the Redeveloper to redevelop Union Station in accordance with a certain urban renewal plan known as the “Modified Urban Renewal Plan, Winthrop Urban Renewal Area” dated February 1, 1962, as amended (the “Urban Renewal Plan”).

E. Within the Redevelopment Period, the Land Contract and the City Deed required the Redeveloper to construct certain improvements to Union Station (the "Improvements") as therein described.

F. The City Deed and the Land Contract imposed upon the Redeveloper certain restrictions and covenants related to Union Station and the Improvements during the Redevelopment Period (the "Redevelopment Covenants").

G. The City Deed and the Land Contract imposed upon the Redeveloper certain restrictions and covenants related to Union Station and the Improvements that continued beyond the Redevelopment Period but terminated later in accordance with the terms of the respective documents (the "Continuing Covenants").

H. The City Deed imposed upon the Redeveloper certain restrictions and covenants related to Union Station and the Improvements which shall continue to run with title to Union Station in perpetuity (the "Permanent Covenants").

I. On June 23, 2008, pursuant to Connecticut General Statutes Section 8-126(b), the New London City Council dissolved the Agency after finding that the goals of Chapter 130 of the Connecticut General Statutes had been met by the Agency, all properties had been acquired under the Urban Renewal Plan, and blight had been remedied.

J. As a result of such dissolution, the affairs of the Agency reverted to the New London City Council.

K. The Redeveloper timely discharged its said obligations during the Redevelopment Period and as contemplated in, and required by the terms of the Land Contract and the City Deed, the City certified such timely discharge and completion in that certain Certificate of Completion dated December 16, 2014 (the "Certificate of Completion"), recorded in the City Land Records in Volume 2096, Page 150.

L. Under the Certificate of Completion, the City acknowledged and agreed, among other things, that prior to the end of the Redevelopment Period (i) the Improvements were made in accordance with the provisions of the Land Contract and the Release Deed, and (ii) Union Station and the Improvements were made compliant with the Urban Renewal Plan, all as required by the Land Contract and the City Deed.

M. After the Redevelopment Period the Redeveloper transferred and conveyed Union Station to the Owner, by quitclaim deed dated June 11, 2002 and recorded with the Land Records in Volume 1276, Page 3073.

N. In contemplation of the future development and improvement of Union Station and to facilitate the efforts to pursue such future development and improvement, the Owner and the City desire to clarify certain aspects of title to Union Station.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and the Owner hereby agree as follows:

1. Acknowledgment of Recitations. The parties acknowledge and agree to the recitations set forth above.

2. Expiration of Urban Renewal Plan as to Union Station. The City hereby affirms that the Urban Renewal Plan is of no further force or effect with respect to Union Station, only, as the same expired on or about March 18, 1988.

3. Termination of Land Contract. The City and the Owner hereby jointly affirm the termination of the Land Contract and that the same is of no further force and effect with respect to Union Station, the same having been superseded by the City deed upon issuance of the Certificate of Completion.

4. City Deed. The City Deed is hereby amended, restated and affirmed as follows, with the City and the Owner each confirming their respective grants as expressly hereafter set forth are made with QUIT-CLAIM COVENANTS, with the purpose and intent of clarifying their respective interests in title to Union Station as arise out of the City Deed, only:

a. Paragraph 3 on page 3 of the City Deed is hereby deleted in its entirety, and following new paragraph 3 is substituted in its place:

*“3. Releasee, for itself and its successors and assigns, agrees that all advertising (including signs) for sale and/or rental of the whole or any part of the property shall comply with all applicable state and federal laws prohibiting illegal discrimination.”*

b. The following Redevelopment Covenants are hereby declared null, void and of no further effect as the obligations during the Redevelopment Period have been declared satisfied by the Certificate of Completion:

i. The restrictions, covenants and agreements incorporated by reference in the paragraph commencing on page 6 of the City Deed with the words: *“The restrictions, covenants and agreements contained in a certain agreement...”* and continuing on the top of page 7 of the City Deed.

ii. The Condition imposed by the paragraph commencing on page 10 of the City Deed with the words: *"This deed is subject to the following CONDITION..."* and continuing on page 11 of the City Deed through to the commencement of the recitation of *"In Witness Whereof"*.

c. The following Continuing Covenants are hereby declared null, void and of no further effect whether because the same expired in accordance with their express terms on September 30, 1982 or otherwise:

- i. Paragraph 1 on Page 3
- ii. Paragraph 4 on page 3 of the City Deed
- iii. Paragraph 5 on pages 3, 4 and 5 of the City Deed

d. The following Continuing Covenants are hereby acknowledged and affirmed to expire in accordance with their terms on August 15, 2015 as specified in the City Deed:

- i. Paragraph 7 on pages 7, 8 and 9 of the City Deed

e. The following Permanent Covenants shall continue to run with the title to Union Station in perpetuity:

- i. Paragraph 2 on page 2 of the City Deed with respect to non-discrimination.
- ii. Paragraph 3 on page 3 of the City Deed as restated above with respect to advertising for tenants.
- iii. Paragraph 8 on page 9 with respect to taxes.
- iv. Paragraph 9 with respect to indemnities.

Provided, however that Permanent Covenants recited in subsections i and ii of this subsection e shall be binding upon the Owner and each successor in interest or assign, and each party in possession or occupancy, respectively, only for such period as it or they shall be entitled to hold an interest in or possession or occupancy of Union Station or part thereof.

f. The following shall be deemed Permanent Covenants to continue to run with the title to Union Station in perpetuity:

i. The right of Owner and its successors and assigns to use Union Station or a portion thereof for purposes of a railroad station and terminal notwithstanding any provision of the land use and zoning ordinances of the City of New London now or in the future in effect.

ii. The obligation of the Owner and its successors and assigns to use Union Station or a portion thereof for purposes of a railroad station and terminal if the same may be maintained upon commercially reasonable terms and conditions as a result of good faith efforts.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns forever, and shall inure to the benefit of the parties hereto and their respective successors and assigns forever. Any person purchasing Union Station or any portion thereof or interest therein may rely on this Agreement, which shall run with the land for all purposes.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed as authorized and in behalf of the City Council of the City of New London, and attested to as of the date first set forth above.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF NEW LONDON

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

NEW LONDON RR CO., LLC

By \_\_\_\_\_  
Barbara Corwin Timken  
Manager-Member, duly authorized



STATE OF CONNECTICUT            )  
  ) ss. New London                    January \_\_\_, 2015  
COUNTY OF NEW LONDON        )

Personally appeared \_\_\_\_\_, known to me to be or satisfactorily proven to me to be the authorized agent of the City Council of the City of New London and the duly authorized signer and sealer of the foregoing instrument, and acknowledged the same to the free act and deed of the \_\_\_\_\_ of the City of New London, and of himself/herself as \_\_\_\_\_, before me this date.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF CONNECTICUT            )  
  ) ss. New London                    January \_\_\_, 2015  
COUNTY OF NEW LONDON        )

Personally appeared Barbara Corwin Timken, known to me to be or satisfactorily proven to me to be the Manager-Member of New London RR Co., LLC and the duly authorized signer and sealer of the foregoing instrument, and acknowledged the same to the free act and deed of New London RR Co., LLC, and of herself as Manager-Member, before me this date.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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