

County Facilities – Buildings and Grounds  
Department of Public Works  
AGENDA  
May 23, 2017 – 9:30 am

*Committee Members: Girard, Strough, Seeber, Beaty, Montesi, Braymer, Simpson,  
Leggett, MacDonald, Geraghty, Vacant*

- I. **Committee Meeting Call to Order**..... Chairman Girard
- II. **Motion to Approve Minutes of Prior Committee Meeting**..... Chairman Girard
- III. **Action Agenda/New Business**  
Page  
3 - 5      Easement request – National Grid – Glen Lake Road..... Jeff Tennyson
- IV. **Referral/Pending Items**  
Page  
2      None
- V. **Information for Discussion/Review**  
Page  
    Court Project – Update - ..... Frank Morehouse
- VI. **Privilege of the Floor to discuss any additional items to come before the Committee**
- VII. **Motion to Adjourn**

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Attachments - None

# **RESOLUTION REQUEST FORM NO. 20**

## **MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME: Buildings and Grounds**

**DATE: 5/23/17**

- (a) Purpose of Request:  
**Utility Easement for tax parcel 289.13-1-45 - Glen Lake Road, Queensbury NY**
  
- (b) Details:  
**Construct, move, repair, maintain, operate utility poles and lines on County owned property**
  
- (c) Previous Resolution Number:
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS

## GRANT OF EASEMENT

COUNTY OF WARREN of 1340 State Route 9 Lake George, NY 12845 (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 300 Erie Boulevard West, Syracuse, New York 13202 and VERIZON NEW YORK INC., having an address of 140 West Street, New York, New York 10007, (hereinafter collectively referred to as "Grantees"), for Grantees and their 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 Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

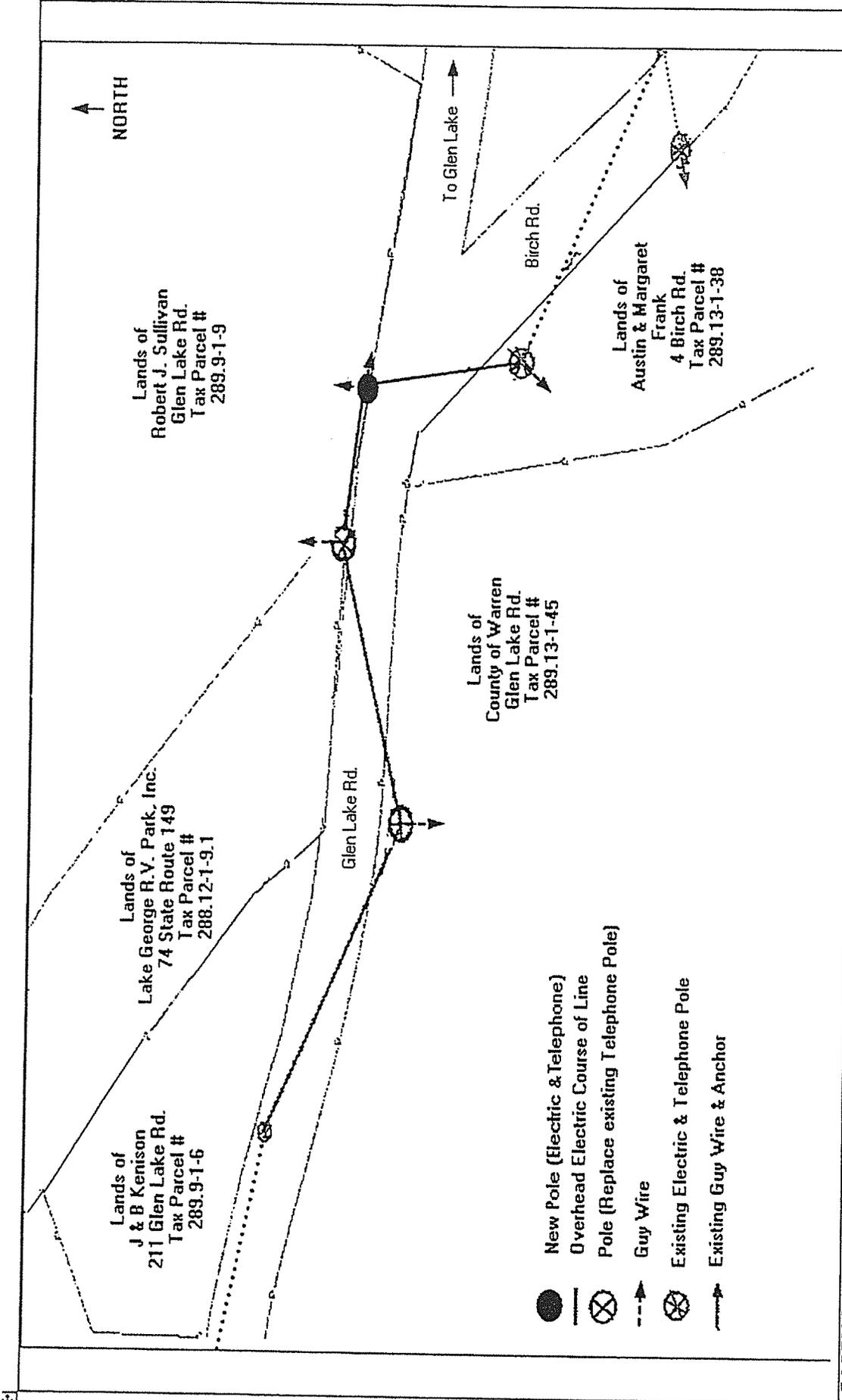
- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, 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, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;
- b. From time to time, without further payment therefore, 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 one or both of the Grantees, 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 Grantees will, upon completion of their 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 Warren County Clerk's Office in Liber 636 of Deeds at Page 519 and consists of land described as being part of Tax Parcel No. 289.13-1-45 of the Town of Queensbury, County of Warren, New York, commonly known as Glen Lake Rd.

**Section 3 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Work Request # 22257027" which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. 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 Grantees in substantial compliance with Exhibit A hereto.

**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

**Section 5 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees 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 Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the



EASEMENT  
ELECTRIC W/R # 22257027

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

**nationalgrid**

Albany Right of Way and  
Real Estate Department  
*Drawing by Tom Iwinski*

LANDS OF  
COUNTY OF WARREN  
GLEN LAKE ROAD  
TOWN OF QUEENSBURY  
COUNTY OF WARREN  
TAX PARCEL #  
289.13-1-45

Electric Work Request  
#22257027

El. Planner Tom Iwinski  
ROW Assessor Stuart  
Cuorno