



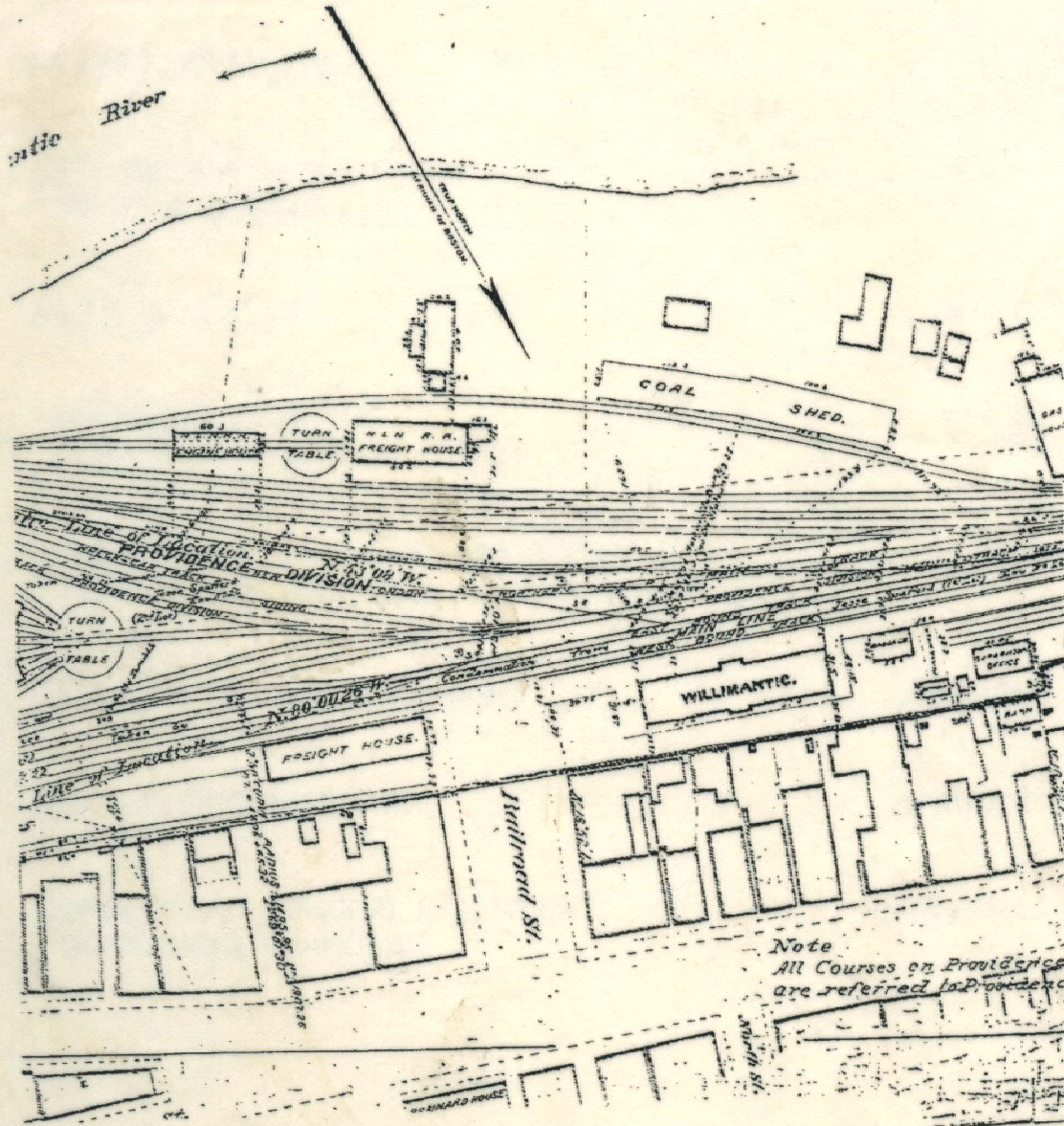
SURVEY REPORT



WILLIMANTIC RAILROAD

RIGHT OF WAY SURVEY

section 1



Prepared by

DISTRICT II SURVEYS

MARCH, 1998

CONNECTICUT DEPARTMENT OF TRANSPORTATION

WILLIMANTIC RAILROAD R. O. W. SURVEY

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SURVEY REPORT OVERVIEW

The purpose of this survey was to determine the property limits and define the extent of interest under the control and custody of the Connecticut Department of Transportation, Office of Rails. The scope of work covered by this report is from Bridge Street, westerly along the railroad right of way, to station 4600 + 70 ± on the Penn Central stationing system. We were also requested to include the Connecticut Eastern Chapter of the National Railway generated from Microstation CADD and includes all available, pertinent mapping in this area.

Deed research for this survey was obtained from several sources. This work represents a complete package of information that was used to verify ownership, agreements, rights and easements for the scope of this survey.

We feel that this survey includes all ownership and usage issues pertaining to this portion of the railroad right of way. The CADD mapping system provides an opportunity for updates and revisions as may arise in the future. This report is intended to document the mapping and research, providing a better understanding of the information shown on the maps and the effort that they represent.

DEED RESEARCH

This survey represents a thorough review of all deeds, leases, easements and agreements pertaining to the subject area. The railroad right of way corridors were researched from their origin to the present.

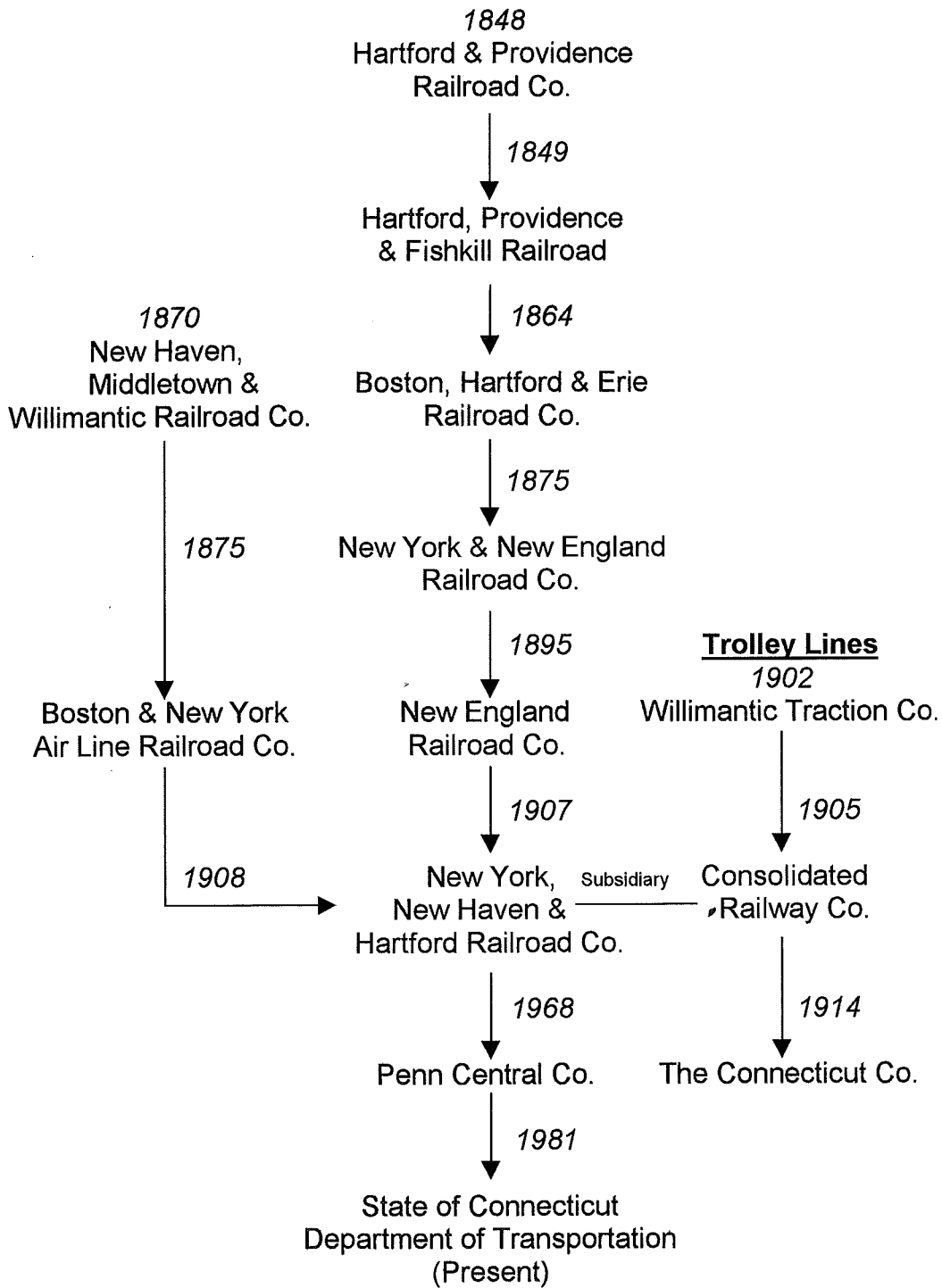
The sources of information used for our research were:

Town of Windham Land Records
Connecticut State Library
The Thomas J. Dodd Research Center, University of Connecticut
The Bailey - Howe Library and Archives, University of Vermont
Connecticut Department of Transportation, Office of Rails

Since their origin, the railroad corridors have been expanded. Portions were released, easements obtained, and rights and agreements were granted. To further complicate the rights, title and interest issues, the railroad companies owning and/or operating on the right of way have been ever changing.

All aspects of ownership including buying, selling, mergers, foreclosures, bankruptcies and name changes were included in our research. The chain of title of what is now Department of Transportation, Office of Rails property and Central Vermont Railroad Co. property are shown on the following "Chain of Title Summary" sheets.

***CHAIN OF TITLE SUMMARY
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION***



CHAIN OF TITLE SUMMARY
CENTRAL VERMONT RAILROAD CO.

1848

New London, Willimantic & Springfield Railroad



1849

New London, Willimantic & Palmer Railroad



1861

New London Northern Railroad Co.



1951

Central Vermont Railroad Co.
(Present)

DEED RESEARCH (continued)

For each of the railroad companies shown on the previous chain of title summaries, grantee and grantor checks were made for the period of time each particular company owned the right of way. The grantee/grantor check also allowed easements, leases, agreements and a host of irrelevant documents to surface. We made over 400 copies of instruments for further review and for our files. We excluded many times that amount through our extensive review and examination.

The railroad corridor for the scope of this survey is a result of the involvement of several rail companies over the past 150 years. The initial right of way was established in the 1840's by both the Hartford & Providence Railroad and the New London, Willimantic & Springfield Railroad companies. These railroad companies produced a separate series of property acquisitions and their own valuation maps with different stationing systems. Typically, the individual acquisitions were comprised of land purchases deeded by the owner, or taken by condemnation. Land lying outside of the right of way corridors was generally released. Apparently, there was an immediate need to define the division line between these two railroad companies and their successors. The 1853 agreement was established for this purpose. This agreement, which split the corridor and defined joint ownerships and switch agreements, was in effect until the 1983 agreement superceded portions of it. For areas outside the scope of the 1983 agreement, the original 1853 division is still in effect.

The 1983 agreement and map between the Connecticut Department of Transportation and the Central Vermont Railroad Company did much to establish boundaries and condense agreements. However, it is limited to the two parties and does not include rights, title and interest relating to the historic effects on the present right of way.

The intent of our current survey described by this report is to be all-inclusive. The survey plans, sheets 1 through 6, are a complete and accurate representation of the Connecticut Department of Transportation Office of Rails ownership and interests within the scope of this survey. This work can be readily revised if there are future changes in ownership or agreements between parties, but the maps stand alone as a complete survey of this section of railroad right of way corridor.

We have included examples of research documents in Appendix B of this report. A complete set of digital and paper files is catalogued at the Connecticut Department of Transportation, District 2 Surveys office, and copies of any of the above are available upon request, should any questions arise.

MAP COMPILATION

The plans covered by this report, sheets 2 through 6, were compiled on our CADD system using Microstation software. The base map was coordinated on the Connecticut Coordinate Grid (NAD 27). This was accomplished by computing the perimeter of the City of Willimantic property and the base lines for the Central Vermont and Penn Central valuation maps. The point files created were then merged into a common file.

This CADD file was expanded upon to include several computed easements and additional adjacent surveys. The compilation included portions of five sets of railroad valuation maps as they affect the present right of way corridor. Having established a base map of all pertinent boundary data, which was capable of being computed, physical features were added to the file.

The locations of existing tracks are considered critical to this survey. We chose the "City of Willimantic, Railroad Interceptor Sewer" plans to provide the locations of the tracks in this area. These maps are fairly recent, are on the Connecticut Coordinate Grid System, and were compiled from photogrammetry on a 1" = 40' scale. Locations of the tracks, some of the buildings, and limits of roadway were digitized from these plans. Additional physical features were added from the map features shown on the valuation, acquisition and private survey maps adjacent to the right of way. A detailed list of maps is included in this report. All details of the plans have been carefully field edited to verify locations of tracks, buildings, roadways, etc. with applicable revisions as required.

Town of Windham assessor's maps were used to show adjacent property lines and roadways. This information was digitized and added to the map file.

MAP COMPILATION, continued

The 1983 agreement between the Central Vermont railway and the Department of Transportation established the boundary between the two properties in this area. The property division line is defined as an equidistant split between the existing track centerlines. This line was plotted on the 1" = 100' scale, 1917 valuation maps, which accompanied the agreement. The lines were then dimensioned.

We do not agree with the metes and bounds placed on this division line by the 1983 agreement. The equidistant split between existing tracks from our compilation produces a different set of dimensions, which more accurately represents the division line. Although further refinements to these dimensions are possible, the governing factor determining the location of this property line on the ground is the average lines produced by one-half the distance between existing tracks.

Samples of mapping used for this survey are included in Appendix A of this report.

MAP REFERENCES:

1. "RIGHT OF WAY AND TRACK MAP, THE NEW YORK, NEW HAVEN AND HARTFORD R.R. CO., OPERATED BY THE NEW YORK, NEW HAVEN AND HARTFORD R.R. CO., FROM PROVIDENCE TO WILLIMANTIC, STATION 4543 + 60 TO STATION 4596 + 40, TOWN OF WINDHAM, STATE OF CONNECTICUT", SCALE 1" = 50', DATED JUNE 30, 1915 BY THE OFFICE OF VALUATION ENGINEER, BOSTON MASS.
2. "RIGHT OF WAY AND TRACK MAP, NEW LONDON NORTHERN R.R. CO., OPERATED BY THE CENTRAL VERMONT RAILWAY CO., STATION 1584 + 00 TO STATION 1634 + 80", SCALE 1" = 100', DATED JUNE 30, 1917, OFFICE OF VALUATION ENGINEER, ST. ALBANS VERMONT.
3. "MAP OF BOSTON AND NEW YORK AIR LINE RAILROAD EXTENSION IN WILLIMANTIC", DATED DEC. 23, 1880, SCALE 1" = 50'.
4. "RIGHT OF WAY SURVEY, F.A.P. NO. STPA-87 (114), TOWN OF WINDHAM, MAP SHOWING LAND ACQUIRED FROM CENTRAL VERMONT RAILWAY, INC. BY THE STATE OF CONNECTICUT, CONSTRUCTION AT S.R. 661 BRIDGE", SCALE 1" = 40', DECEMBER 11, 1996, JAMES F. BYRNES, JR. TRANSPORTATION CHIEF ENGINEER, BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS.
5. "A-2 BOUNDARY SURVEY PREPARED FOR MICHAEL E. HADDAD BRIDGE STREET, WILLIMANTIC, CT.", DATED JUNE 26, 1991, SCALE 1" = 40', JOB NO. 91-81.
6. "MAP SHOWING LAND OF THE PENN CENTRAL TRANSPORTATION CO. TO BE CONVEYED TO THE CITY OF WILLIMANTIC, WILLIMANTIC, CONN.", SCALE 1" = 100', DATED JANUARY 22, 1975, REVISED TO MAY 5, 1975 BY C. ROGER FERGUSON, LAND SURVEYOR, MANSFIELD CENTER, CONNECTICUT.
7. "RIGHT OF WAY AND TRACK MAP, THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO., OPERATED BY THE NEW YORK NEW HAVEN AND HARTFORD R.R. CO., FROM BOSTON TO HUDSON RIVER, STATION 4543 + 60 TO STATION 4596 + 40, CITY OF WILLIMANTIC, STATE OF CONN.", SCALE 1" = 100', DATED JUNE 30, 1915 BY THE OFFICE OF VALUATION ENGINEER, BOSTON, MASSACHUSETTS, SHEET NO. 35 OF 67.

MAP REFERENCES: (continued)

8. "STATE OF CONNECTICUT, WATER RESOURCES COMMISSION, JOHN J. CURRY, DIRECTOR, WILLIMANTIC RIVER CHANNEL ENCHROACHMENT LINES, WINDHAM, CONNECTICUT", PROJECT NO. W-133, DWG NO. 3 OF 21, DATED MARCH 1971 BY DEGEN & KROPPER, CONSULTING ENGINEERS.
9. "NEW YORK NEW HAVEN & HARTFORD RAILROAD REAL ESTATE & RIGHT OF WAY DEPARTMENT, LAND IN WINDHAM, CONN., TO BE CONVEYED TO WILLIAM J. THORNTON", SCALE 1" = 100', DATED JAN. 1951.
10. "THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD CO., OFFICE OF ENGINEER - REAL ESTATE SURVEYS, LAND IN WILLIMANTIC, CONN. TO BE CONVEYED TO WM. F. SLEDJESKI", SCALE 1" = 20', DATED AUG. 1956.
11. "NEW YORK, NEW HAVEN & HARTFORD RAILROAD CO., OFFICE OF ENGINEER - REAL ESTATE SURVEYS, LAND IN WILLIMANTIC, CONN. TO BE CONVEYED TO CITY OF WILLIMANTIC", SCALE 1" = 50', DATED APRIL 1955, REVISED TO MAY 1955.
12. "NEW YORK, NEW HAVEN & HARTFORD RAILROAD REAL ESTATE & RIGHT OF WAY DEPARTMENT LAND IN WILLIMATIC, CONN. TO BE CONVEYED TO THE CALLAHAN OIL CO.", SCALE 1" = 40', DATED JAN. 1940.
13. "CITY OF WILLIMANTIC, CONNECTICUT SEWAGE WORKS IMPROVEMENTS, RAILROAD INTERCEPTOR SEWER, STATION 0 + 00 TO STATION 61 + 20", SCALE 1" = 40', DATED MAY 1970, REVISED THROUGH 3-77.
14. "SITE PLAN PREPARED FOR THE CONNECTICUT EASTERN RAILROAD MUSEUM SITE, LOCATED WESTERLY OF BRIDGE STREET, WINDHAM, CT.", SCALE 1" = 40', DATED JULY 1996, REVISED TO NOV. 18, 1996.

MAP REFERENCES: (continued)

15. "TRACK MAP, NEW LONDON NORTHERN R.R. CO., OPERATED BY THE CENTRAL VERMONT R.R. CO., STATION 1531 + 20 TO STATION 1584 + 00, V-1/30-A, STATION 1584 + 00 TO STATION 1635 + 80 V-1/31-A AND V-1/31-B", SCALE 1" = 100', DATED JUNE 30, 1917 BY THE OFFICE OF VALUATION ENGINEER, ST. ALBANS, VERMONT REVISED TO JUNE 14, 1983, SHOWING OPERATING AGREEMENT, TRACKAGE RIGHTS AGREEMENT, LAND AGREEMENT & SALES AGREEMENT.

16. "CENTRAL VERMONT RAILWAY CO., WILLIMANTIC CONN., STATION 1478 + 00 TO STATION 1647 + 00", SCALE 1" = 100', DATED MAY 1924, OFFICE OF CHIEF ENGINEER, ST. ALBANS, VT., REVISED TO APRIL 1932.

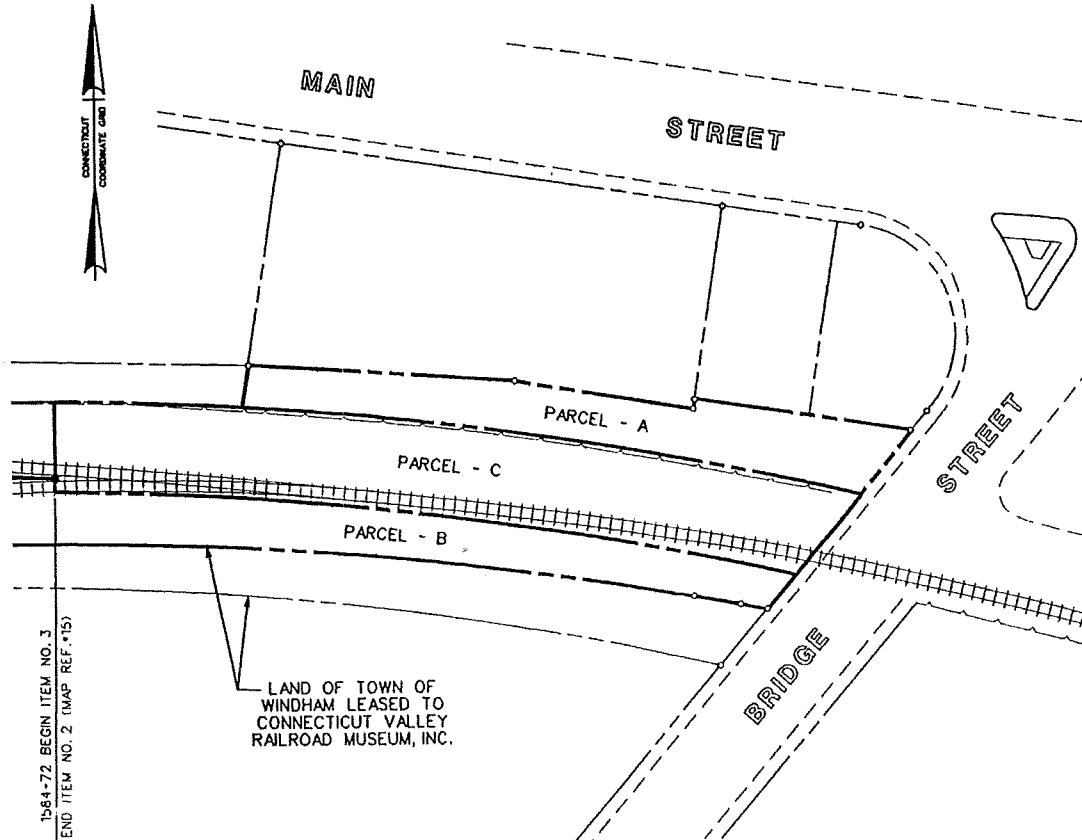
17. "NEW YORK, NEW HAVEN & HARTFORD RAILROAD REAL ESTATE & RIGHT OF WAY DEPARTMENT, LAND IN WILLIMANTIC, CONN. TO BE CONVEYED TO ARTHUR FONTAINE", SCALE 1" = 40', DATED MAY 1944.

18. "NEW YORK, NEW HAVEN & HARTFORD RAILROAD REAL ESTATE & RIGHT OF WAY DEPARTMENT, LAND IN WILLIMANTIC, CONN. TO BE CONVEYED TO JOHN KOZELKA, JR.", SCALE 1" = 40', DATED NOV. 1944.

19. "TOWN OF WINDHAM, SKETCH SHOWING LAND LEASED TO CONNECTICUT EASTERN CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY, INC., TO THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION", VALUATION MAP 54-62-35 & V-1-31, SCALE 1" = 100', DATED JUNE 1991.

20. "STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, BUREAU OF ENG. & HWY. OPERATIONS, RAILROAD/HIGHWAY GRADE CROSSING, CONN. 32 (BRIDGE ST.) IN THE TOWN OF WINDHAM", PROJECT NO. 163-172, SCALE 1" = 40', DATED APRIL 1994.

SKETCH SHOWING PARCELS ADJACENT TO BRIDGE STREET



NOT TO SCALE

BRIDGE STREET VICINITY, PARCEL ANALYSIS

PARCEL - A Owned by the State of Connecticut Department of Transportation

The "Boston and New York Airline Rail Road" was intended to be a direct (airline) route from New York to Boston. This controversial company acquired land and laid tracks along this route, which included a Connecticut River crossing. This effort ended in Willimantic. The subject parcel was a portion of one of the last acquisitions by this company before bankruptcy. Its holdings were subsequently absorbed by the New York, New Haven and Hartford Railroad Co.

The original corridor purchased by the Boston and New York Airline Railroad Co. at this location included all land from the southerly side of Main street to the northerly edge of the then existing railroad right of way. Most excess land with frontage on Main street was sold off with very reproducible descriptions and mapping. Parcel - A is the remaining portion of this excess land.

The strip of land designated as Parcel - A was never developed for railroad use. This land simply followed the chain of title of the New York, New Haven and Hartford Railroad Co. and was inherited by the Department of Transportation through their acquisition of Penn Central holdings.

BRIDGE STREET VICINITY, PARCEL ANALYSIS

PARCEL – B Owned by the State of Connecticut Department of Transportation

This parcel is a result of several property transfers. The railroad corridor was originally established as a 40' strip described as Parcel – C of this report. The corridor was increased by an additional 10' wide strip of land which was south of, and adjacent to, the 40' strip. This 10' strip was acquired from the Windham Cotton Manufacturing Co. by the New York and New England Railroad Co. (Volume 49, page 366) in 1880. In 1892, there was another addition to the railroad land from Windham Cotton Manufacturing Co. to the New York, New Haven and Hartford Railroad Co. (Volume 59, page 635). This additional parcel extended from the 10' strip, southerly to the Willimantic River.

This land remained railroad property until 1975 when some of the land was quit claimed to the City of Willimantic (Volume 244, page 256). The land conveyed to the city is well defined by description and survey that accompanied the deed. Parcel – B is the remaining land between the 40' jointly owned strip (Parcel – C) and the land deeded to the City of Willimantic.

PARCEL – C Jointly Owned by the State of Connecticut, Department of Transportation and the Central Vermont Railroad Co.

This is the only parcel within the survey scope which remains jointly owned. The origin of this parcel was the acquisition of land of the Windham Cotton Manufacturing Co.. This property was acquired jointly by the Hartford, Providence and Fishkill Railroad Co. and the New London, Willimantic and Palmer Railroad Co.. It was acquired in 1851 as a 40' strip of land (Volume 49, page 62) which extended westerly from Bridge Street and continued beyond its current boundary. The current westerly boundary is fixed by the 1983 agreement between the Central Vermont Railroad Co. and the Department of Transportation. This strip is the easterly portion of the original rail road corridor at this location with later additions to its width by individual companies as described in the analysis of Parcel – B.

***CONNECTICUT EASTERN CHAPTER OF THE
NATIONAL RAILWAY HISTORICAL SOCIETY***

The extent of the above organization's interests in lands within and adjacent to the railroad right of way corridor are well documented on the plans for this survey. The parcel which the Penn Central Co. deeded to the City of Willimantic is now leased to the National Railway Historical Society in its entirety. This parcel comprises the bulk of the leased holdings and is shown on a Class A-2 Survey (map reference no. 6).

The National Railway Historical Society also has leased a portion of railroad right of way from the Connecticut Department of Transportation. The Town of Windham and the Department of Transportation have rights over the leased land in the form of access, sanitary sewer easements and track operation. The leased land is also subject to other utility easements and Flood Encroachment Boundaries. There is a separate map for a proposed lease from the Connecticut Department of Environmental Protection to the National Railroad Historical Society currently under review. This map was also prepared by District 2 Surveys and shows the proposed lease area which is just beyond the limits of this survey fronting on Route 66.

The boundaries of the National Railway Historical Society's leased property are well defined by maps produced by this survey and the A-2 survey (map reference no. 6). These boundaries could be readily established on the ground should the need arise.

APPENDIX A

SAMPLE REFERENCED MAPPING

PLATE 1

CONVEYANCE OF EXCESS RAILROAD PROPERTY

PLATE 2

CONVEYANCE OF EXCESS RAILROAD PROPERTY

PLATE 3

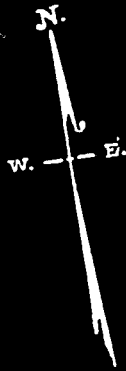
VALUATION MAP, CENTRAL VERMONT
RAILWAY CO.

PLATE 4

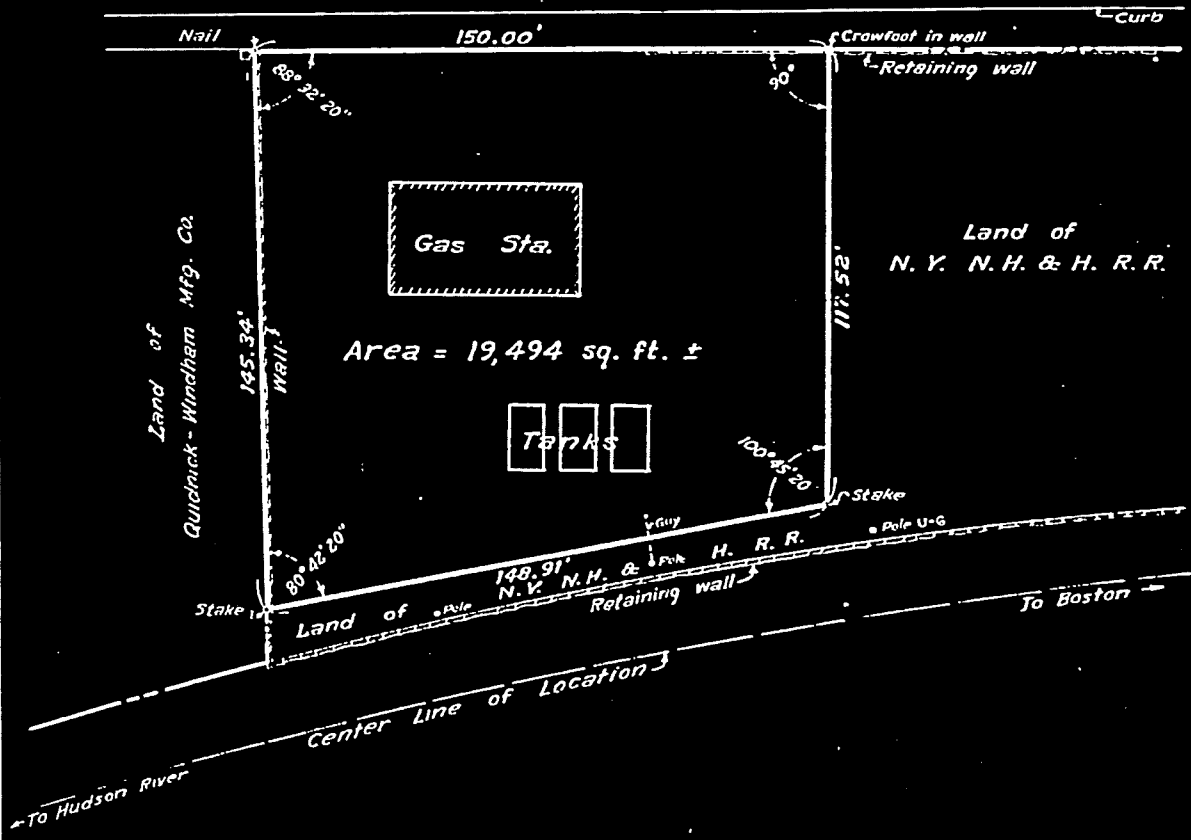
VALUATION MAP, NEW YORK &
NEW ENGLAND RAILROAD CO.

PLATE 5

MAP OF THE BOSTON & NEW YORK
AIRLINE RAILROAD EXTENSION



MAIN STREET



Area = 19,494 sq. ft. ±

*Received for filing
 April 13, 1940 - 10:35 A.M.
 Francis Wainwright
 Town Clerk*

I hereby certify that this map is substantially correct.

J. P. McCusker

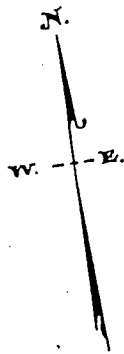
NEW YORK, NEW HAVEN & HARTFORD RAILROAD
 REAL ESTATE & RIGHT OF WAY DEPARTMENT

LAND IN WILLIMANTIC, CONN.

TO BE CONVEYED TO THE CALLAHAN OIL CO.

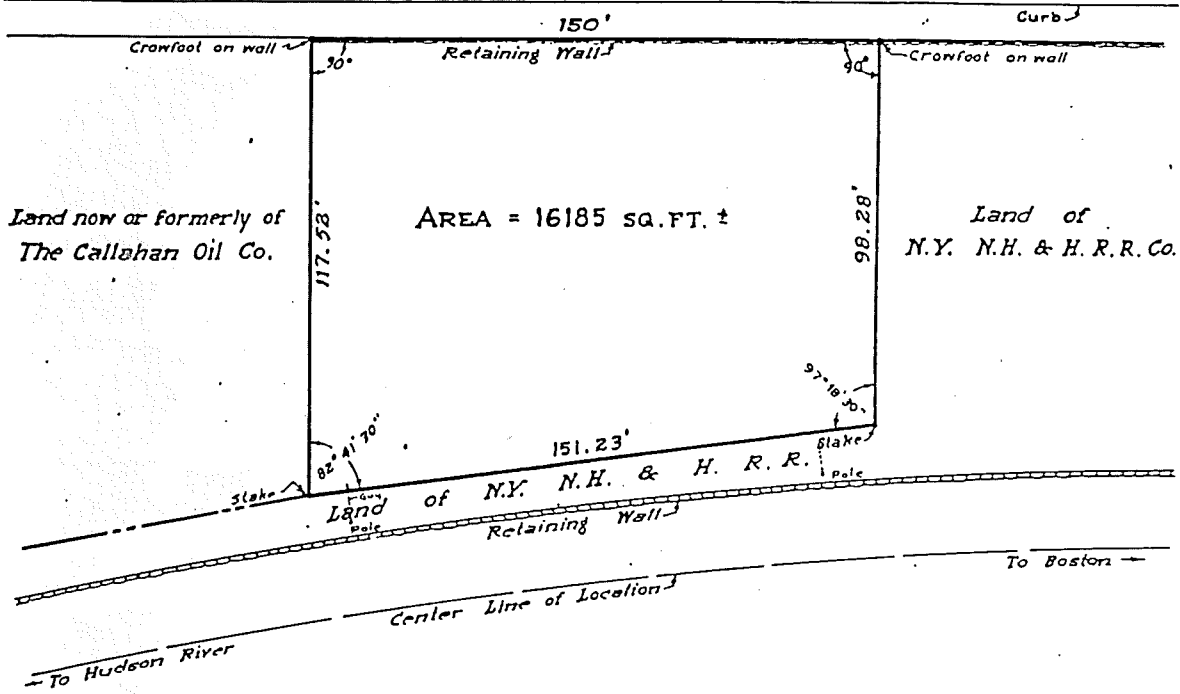
SCALE, 1 IN. = 40 FT.

JAN. 1940



MAIN

STREET



NEW YORK, NEW HAVEN & HARTFORD RAILROAD
REAL ESTATE & RIGHT OF WAY DEPARTMENT

LAND IN WILLIMANTIC, CONN.

TO BE CONVEYED TO

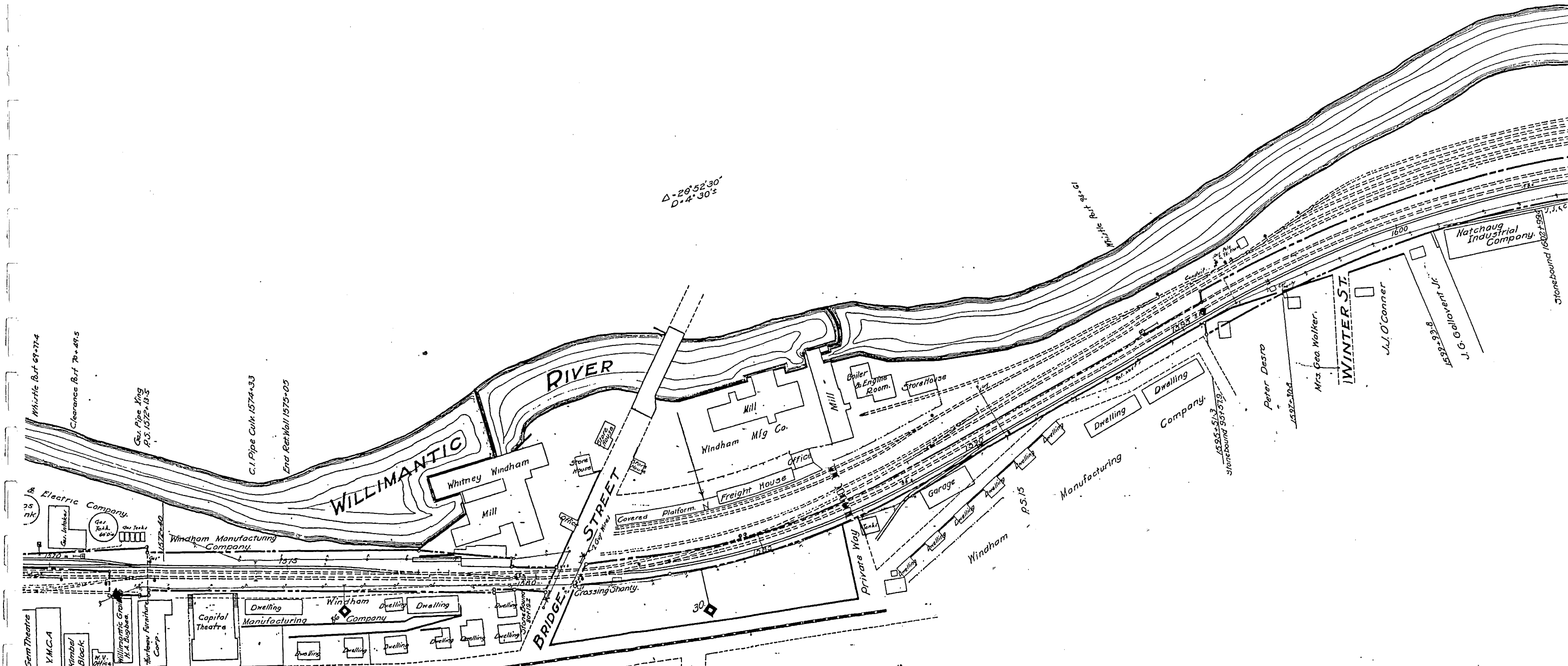
ARTHUR FONTAINE

SCALE, 1 IN. = 40 FT.

MAY, 1944

I hereby certify that this map
is substantially correct.

J.P.M. Cluskey

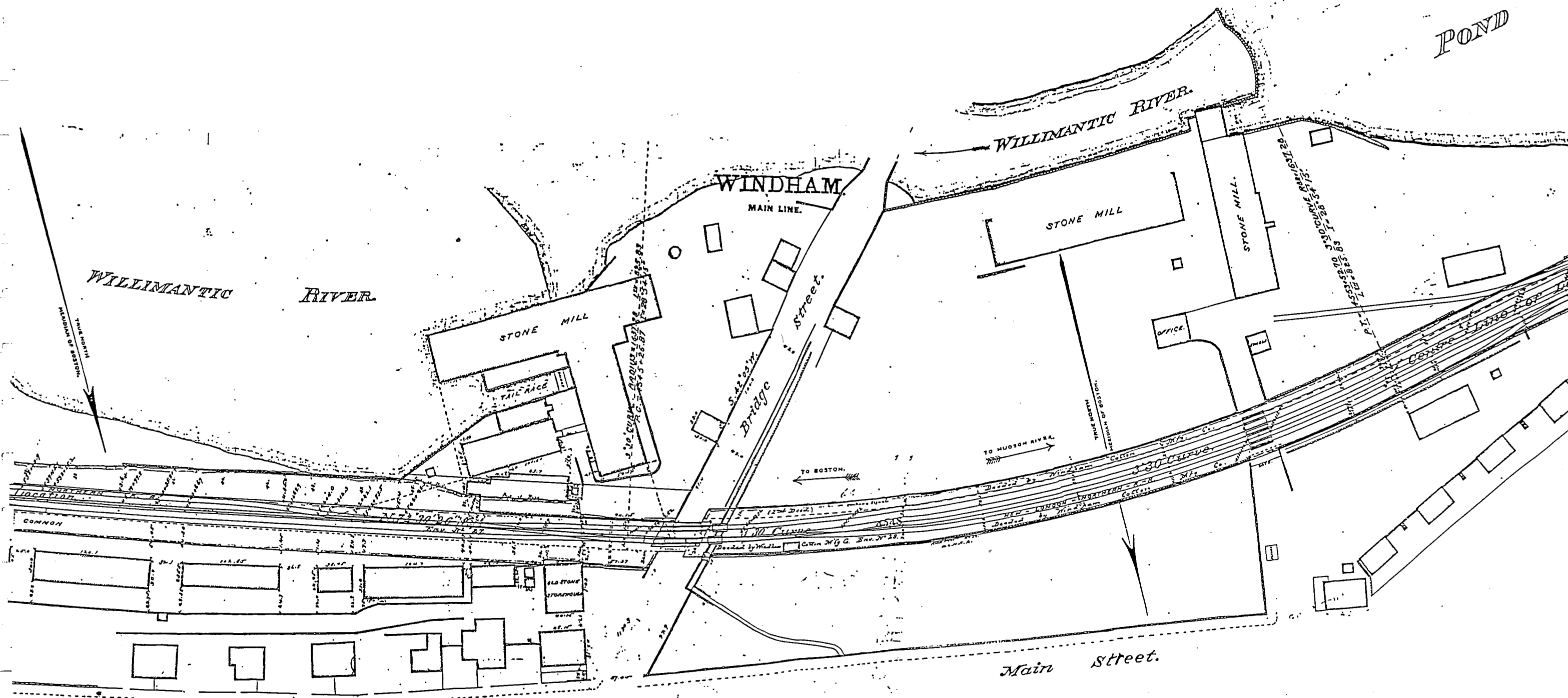


CENTRAL VERMONT RAILWAY CO.
WILLIMANTIC, CONN.

STATION 1478+00 TO STATION 1647+00
 SCALE: 1 IN. = 100 FT.

Office of Chief Engineer
 St. Albans, Vt.

MAY 1924



WINDHAM.

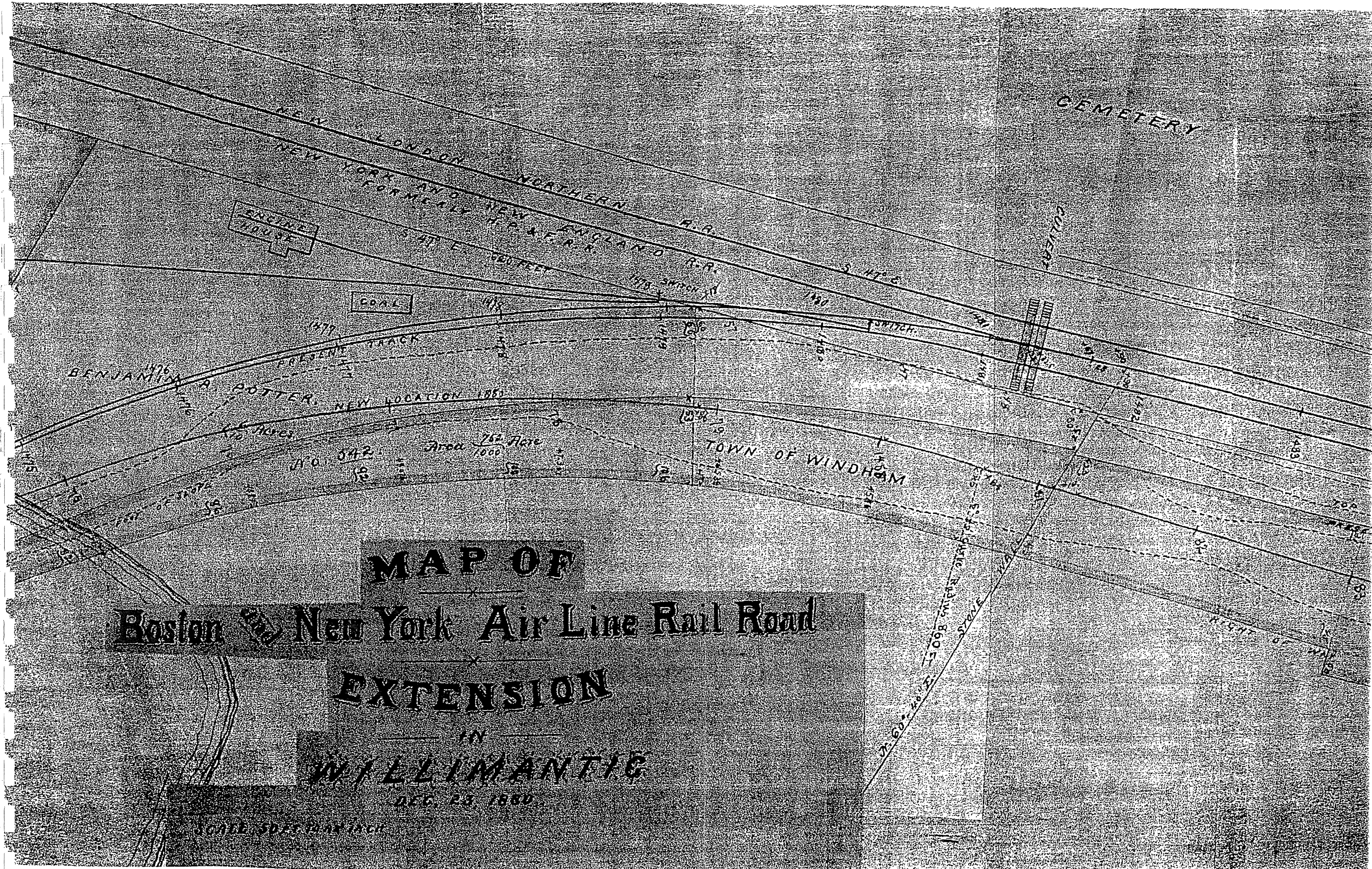
MAIN LINE.

The structures shown on this plan were traced from a plan made from a survey in 1853. The lines of ownership of the New York and New England R. R. Co. are those shaded, and were plotted by me from land title records

June 1891.
J. M. Frost
 Asst. Engineer.

PLATE 4

Scale 50 ft. to an inch



MAP OF
Boston & New York Air Line Rail Road
EXTENSION
 IN
WILLIMANTIC
 DEC. 23, 1880

SCALE 50 FT. TO AN INCH

APPENDIX B

SAMPLE DEED RESEARCH

ORIGINAL ACQUISITIONS

..... *B1 - B5*

ADDITIONS AND AGREEMENTS

..... *B6 - B11*

BANKRUPTCY AND FORECLOSURES

..... *B12 - B14*

7
 10
 To All people to whom these presents shall come. I, John
 F. Brown Esq. Clerk of the Peace of the Town of Northham in the
 County of Northham State of Connecticut for the execution
 of a certain Deed of Gift in and to my full and entire power from
 the said John F. Brown Esq. Clerk of the Peace of the Town of Northham
 I do hereby confirm unto the said Company certain piece of land situated
 in said town of Northham and bounded as follows, viz. North by my
 own land East by land of Edward Litch South by the Town of
 in part & in part by my own land West by William A. Brown & my own
 land, beginning at the Northwesterly corner of said land at the corner at a
 point two feet half rods at right angles North of the center line of said
 Road from thence Eastward four hundred and fifty feet, parallel to said center
 line N. 82° E. to a point two hundred and fifty feet North of said center line
 thence Eastward about two hundred and eighty feet, parallel to said center line to
 land of S. Litch thence Southward on said Litch's boundary line to the Town of
 thence Westward six hundred and twenty two feet to a point 132 feet South of said center
 line, thence Northward 90 1/2 feet to a point 2 1/2 rods South of said center line
 thence Westward parallel to said center line to William A. Brown, thence Northward 1/2 rod
 to the place of beginning, containing two acres & eighty eight rods. The said Company
 agrees to make & maintain all necessary divisions between my land and
 said Road. The said Company agrees to make & maintain a good crossing
 place for teams and other purposes on said Road. To have and
 to hold the above granted and bargained premises, with the appurtenances
 thereof, unto the said Company, their successors as appraisers for and to their
 own proper use and behoof. And also I, the said John F. Brown Clerk of the Peace for
 myself heirs executors and administrators, covenant with the said Company
 their successors & appraisers, that at all times within the execution of these presents
 I will serve of the premises as a good and lawful estate in fee simple
 and will give good right to bargain and sell the same, in manner and form
 as is above written, and that the same is free from all incumbrances
 whatsoever, and that the said Company, and their successors & appraisers may
 at all times hereafter lawfully use, occupy and enjoy the said
 granted premises, for the construction and maintenance of a said Road and the
 transportation of passengers and property thereon by locomotion or other engines
 propelled by steam or otherwise, or by any other means of transit or
 any other way which may lawfully be enjoyed by said premises without any hindrance
 claim, suit, or demand from the said grantor, or any person claiming by from
 or under said grantor and further more I, the said John F. Brown do hereby
 bind myself my heirs executors and administrators the above granted and
 bargained premises to the said Company, their successors & appraisers against all
 claims and demands whatsoever in respect whereof I have heretofore
 my hand and seal the 25th day of November A.D. 1848.

John F. Brown in person
 John F. Brown
 Northham County N. H. Nov. 25th 1848. Personally appeared John
 F. Brown Mayor & Clerk of the foregoing instrument & subscribed the to be his full
 and true act before me as Notary Public of said County of Northham
 the 25th day of November A.D. 1848.
 John F. Brown Notary Public

21/

V H

To all people to whom these presents shall come. Greeting
 Know Ye, That I Edward Tatch of the Town of Winstan in the
 County of Warrick for the consideration of Eight Dollars &c. to my
 full satisfaction from the Hartford and Providence Railroad Company
 do give grant bargain sell and confirm to the said Company
 a certain piece or tract of land situate in said Winstan
 Nothing touching on my own land. Edwinsty on land of George M. Phelps
 (late Niles Phelps) and Nothing on land of said Company being a strip
 of land of the uniform width of two and a half rods on each side of the center
 or location line of said Company. Said land as last located being in
 Twenty three rods more or less containing 114 rods more or less said
 Company agrees to release and quit claim to said Tatch so much of the land
 hereafter sold to them by said Tatch as his Nothing of the said piece con-
 tained (being that portion of the original location of said strip of land now
 abandoned. To have and to hold the above granted bargain and premises
 with the appurtenances thereof unto the said Company, their successors
 and assigns forever to their own proper use and behoof. And also
 I the said Edward Tatch do for myself my heirs &c. enter into a covenants
 covenant with the said Company their successors and assigns that at
 and unto the use and service of their presents firm will serve of the premises
 as a good and feasible estate in fee simple and have good right therein
 and use the same in manner and form as is above written. And that
 the same is free from all incumbrances whatsoever and furthermore
 that the said Company and their successors and assigns, once at all times
 & after quietly and peacefully use occupy and enjoy the said granted premises
 for the construction and maintenance of said railroad and station of Passumpsic
 and for the use of the same and the engines and machinery and
 other conveniences and the means of transportation of passengers and
 freight and for any other use and purposes without any hindrance
 suit or demand from the said grantor or any person claiming from or
 under said grantor. And furthermore I the said Edward Tatch
 do by these presents bind myself and my heirs forever to warrant and
 defend the above granted and bargain premises to the said Company
 their successors and assigns against all claims and demands whatsoever
 In Witness Whereof I have hereunto set my hand and seal the 24th day of
 August 1849

In presence of
 Calvin E. Corrick
 Tobias H. Starbuck

Edward Tatch Seal

(Warrick County of Winstan June 29th 1849)
 Personally appeared Edward Tatch by signing of the
 foregoing instrument and acknowledged this to be his free act and
 deed before me

Calvin E. Corrick, Notary Public
 The above is a true and correct copy of the original as taken from the
 original book of Records for the year 1849

To all people to whom these presents shall come Granting
 Know ye that George W. Phelps of the town of Wmsham in the
 County of Wmsham for the consideration of Two hundred & Eighty
 five & 17/100 dollars received to my full satisfaction from the
 Hartford Providence and Fishkill Rail Road Company and the
 New London Willimantic and Palmer Rail Road Company
 do give grant bargain sell and confirm unto the said Companies
 a certain tract or piece of Land lying in said Town of Wmsham
 South of my dwelling house being a strip of Land 54 Rods
 in width with its sides parallel to and Equidistant from
 the Center or located line of said Companies Rail Roads
 Extending from Station 690+84 to Station 700+88 - being about
 100 ft. in length and of the width aforesaid & containing
 Three hundred and fifty five Rods. More or less & bounded
 North & South by own Land East by land decided by Charles Fitch
 to the said Hartford Providence & Fishkill Rail Road Co.
 and west by land conveyed to said last mentioned Co. by
 Edward Fitch. The said Companies agreeing to Erect and
 maintain the necessary fences to Construct a convenient
 crossing at Grade and to maintain & keep in repair the
 Cutte pass now built on said Land

To have and to hold the above granted and bargained premises
 with the appurtenances thereunto unto the said Companies their Successors
 and assigns forever to their own proper use & behoof. And also that
 the said George W. Phelps do for myself my heirs Executors and
 administrators Covenant with the said Companies their Successors
 and assigns that at & until the encualing of these presents I am
 will beiseid of the premises as a good indefeasible estate in fee simple
 and have good right to bargain and sell the same in manner and
 form as is above written: and that the same is free from all main
 branches whatsoever, and that the said Companies and their Successors
 and assigns may at all times hereafter quietly and peaceably use
 occupy and enjoy the said granted premises for the construction &
 maintenance of their Railroads & the transportation of passengers and
 property thereon by locomotive or other engines propelled by steam or
 otherwise, or by any other means of transportation, or in any other way
 may use and enjoy said premises without any hindrance claim suit
 or demand from the said Grantor or any person claiming by from or
 under said Grantor. And furthermore that the said George W. Phelps do by
 these presents bind myself and my heirs forever to warrant and defend
 the above granted and bargained premises to the said Companies
 their Successors and assigns against all claims & demands whatsoever

In witness whereof I have hereunto set my hand and seal the 27th day of Sept
 A.D. 1849. Signed Sealed and delivered in presence of
 J. H. Work } Geo. W. Phelps & Seal
 Wm. A. Bennett }

Wmsham County ss Wmsham Sept 27th 1849. Personally appeared George W.
 Phelps signer and sealer of the foregoing instrument and acknowledged that
 he has free act and deed before me J. H. Work Justice of the Peace
 The above a true record of a deed according to record November 30th 1849
 Attest Wm. A. Fitch Justice of the Peace

themselves their heirs executors and administrators, executors with
the said Company their successors and assigns that they will and
will permit to be erected any Building on either side of said
Rail Road but aforesaid given them to be built from the
the edge of said road but so that all buildings, structures, appur-
tenances hereby granted shall be removed within five years
of the date of their removal or be completely by the Company or
the said Buildings may be conveniently removed across the
road. And the said Company and their successors and assigns
shall at all times hereafter quietly and peacefully use
and enjoy said granted premises for the construction
and maintenance of a Rail Road for said Company and the
transportation of passengers and property thereon by locomotives
and other engines propelled by steam or otherwise or by any other
means of transportation or in any other way now or hereafter
invented and they do also give them full power their heirs and
assigns to lay out and build the said road and to lay out and
build on either side of said Rail Road and to lay out any
other buildings, structures and appurtenances from the said Company
or any person claiming by deed or under any instrument or
title of theirs, and to purchase, lease or otherwise acquire
by their heirs and assigns premises and to hold the same
and defend the same against all persons claiming to have
any interest therein and to defend their successors and assigns against all claims and
demands whatsoever. And in consideration of the premises in
the said Charter, Providing, & Fidelity, Rail Road Company, & the
said John D. Smith, William C. Smith, & John C. Smith, and
whereof next the said John D. Smith, J. C. Smith, and
William Hayden known as the Smith Mill Manufacturing Company
their heirs and assigns. And we give our consent and build the road
for the Rail Road of said Company as a grant for and from the
said or first establishment when the same pass the South West
corner of the State House belonging to the Smith Mill Manufacturing
Company, and at such grant, except & except therefrom as will
necessarily correspond with such change, without increasing the
width of the road at any part below above the site of State
House to the mile. We do also further covenant to make
and embankment in the north side of said Road to a height
equal to & with the general surface of the Rail Road bed to the
such extent of width as may be necessary to bring said road
way & embankment in contact with the adjacent right of
making the whole width an continuous general surface.
We do also further covenant to make & maintain the said
road places for the Company and their heirs and assigns
to cross at the general surface of the road to be placed
in the land etc. or other present or some convenient points
to be agreed upon by the parties to this instrument.

In Witness Whereof the parties hereto by themselves and
their agents specially authorized thereto and their heirs and
assigns and the seals of the companies aforesaid the 11th of October
1849, in presence of
John D. Smith, J. C. Smith, & John C. Smith
John D. Smith, J. C. Smith, & John C. Smith
John D. Smith, J. C. Smith, & John C. Smith
John D. Smith, J. C. Smith, & John C. Smith

In all people to whom these Presents shall come: Greeting
 Know ye that, The Wickham Cotton Manufacturing Company a
 Corporation (which has specially authorized its Treasurer Robert W. Hale
 in this behalf) of the Town of Wickham, County of Wickham, State of
 Connecticut, for the consideration of Seventeen Hundred and Fifty
 Dollars, received to its full satisfaction of The New York, and New
 England Railroad Company, a Corporation.

To give grant, bargain sell and confirm unto the said
 Grantor unto its Successors and assigns, a certain parcel or Strip
 of Land situated in the Borough of Willimantic in said Wickham
 Northwily of and adjoining Land conveyed by said Wickham Cotton
 Manufacturing Company to the Providence, Hartford and Fish Kill Rail Road
 Company, and the New London, Willimantic and Palmer Rail Road, com-
 pany, 1854 and recorded in Wickham Town Records, Book 49 Page 62
 said Strip of Land being ten (10) feet in width through its entire length
 about fourteen hundred and thirty three (1433) feet long, and containing
 about fourteen thousand three hundred and thirty (14633) feet and 10
 bounded Northwily by said Lands of the aforesaid Rail Road Company
 Easterly by Bridge Street Southwily by other Lands of the Grantor and
 Westerly by Land formerly of John Debold out mod of said New York and
 New England Rail Road Company, said Strip of Land is shown the
 accompanying ^{plan} a copy of which is to be recorded herewith

In accepting this conveyance the said Grantor agrees as part of the
 consideration therein to build and maintain a suitable retaining Wall
 on the Southwily of the Land hereby conveyed and on Land of said Grantor
 the face of the Wall to be on the Southwily line of the Strip
 hereby conveyed. The Grantor to have the right to enter upon and
 excavate Land of the Grantor for this purpose only without claim for
 damages, said Grantor to have the use of adjoining Land of the Grantor on
 the South, not to twenty (20) feet in width for depositing material for said
 Wall, the Grantor to level and leave such Land in as good condition

as when entered upon; provided such excavation is made and the
 retaining Wall built within twelve months from the commencement of
 such work. It is further agreed on the part of the Grantor that in case
 the twenty (20) feet of Land on any part thereof should be wanted for
 for other Rail Road purposes, before said excavation is made and retaining
 Wall built, said Grantor Waives all right to the use of said twenty (20)
 feet. The Grantor also agrees to construct and keep in repair across the
 Land hereby conveyed, Crossing continuous with the Crossing provided
 for in the Dred above defined and as recorded in Wickham Town Records
 Book 49, Page 62 and 63, also to construct and keep in repair a turn
 out or side track from the main line of Grantors Rail Road across
 the Land hereby conveyed as provided for in the aforesaid Dred.

It is also agreed that when on said Grantor its Successors and
 assigns shall cease to use said Strip of Land for Rail Road purposes the
 title thereto in said Grantor shall cease, and determine and the
 same shall revert to said Grantor

1. Meeting
 a
 - N. Watson
 v. of
 and fifty
 (25)
 The said
 2. Strip
 Ninethun
 Cotton
 3. Half road
 road com
 Page 62-63
 this length
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 Company
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To Have and to hold the above granted and bargained premises with
 the appurtenances thereof unto the said grantor its successors and assigns
 forever to its and their own proper use and behoof, and also the
 said grantor does for itself, successors, and assigns covenant and
 the said grantor, its successors and assigns, that it and until the
 inseling of these presents it is well seized of the premises as a
 good inseparable estate in fee simple and have good right to
 bargain and sell the same in manner and form as aforesaid
 (written) and that the same is free from all incumbrances whatsoever
 And furthermore the said grantor does by these presents
 bind itself, and its successors forever to warrant and defend
 the above granted and bargained premises to the said grantor
 its successors and assigns, against all claims and demands
 whatsoever

In Witness Whereof We have hereunto set our hand and seal
 this 19th day of January, in the year of our Lord one thousand eight
 hundred and Eighty

Signed and delivered in presence of
 John C. Purkis
 Thomas A. Willett
 Ninethun Cotton Manufacturing Company
 Robert W. Watson Treasurer (Seal)

State of Rhode Island) 88
 County of Providence) Providence January 19th A. D. 1880

Personally Appeared
 Robert W. Watson, to me personally known
 signed and sealed of the foregoing instrument and acknowledged
 the same to be his free act and deed, and the free act and deed
 of the Ninethun Cotton Manufacturing Company
 John C. Purkis
 A Commissioner for Connecticut
 in Rhode Island



Received the foregoing for Record January 21st 1880
 Attest
 Henry N. Wales, Town Clerk

Certified Map of these premises
 on file in fore part of this book
 H. N. Wales, Town Clerk

To all people to whom these presents shall come. Sheweth that
 we the King our heirs and assigns by our Letters under the Great Seal
 in the State of Rhode Island and Wholly Independent of the King
 William in the County of Washington of the State of Connecticut have
 as the Smith Well Manufacturing Company for the consideration
 of one thousand dollars of our said satisfactory of the Hartford
 Providence & Fitchburg Paper Company & of the other matters
 things on the part of the said Company to be done & performed. & in
 consequence of the said Company with the said Hartford Providence
 & Fitchburg Paper Company and the New London Manufacturing & Palmer
 Paper Company. hereby the following described strip of paper of
 length & width suitable in the time of the said Company. bounded
 as follows (viz) so much of the said land lying between the
 said Company and land now or hereafter the property of
 the said Company as may be necessary to make & furnish maintenance
 for the said strip of paper for the said strip of land
 that said lands at the upper or greater surface than from the
 western line of the lands of the said Company to a point to
 across the length of the said strip hereby granted & if such
 may be necessary to make & furnish maintenance a few feet
 Company Railroad right of way in middle of the strip as
 surface now & upon the remaining portion of the length of the
 lands hereby granted said described piece of land on
 each side of a center line of said strip for the purpose of
 company which said strip a point further east of the
 line of the Town of the said Company & Fitchburg Paper
 Company as hereafter located. where the same joins between the
 said Town of said Smith Well Company & the said
 such corner East & West from said point as to enable the
 units now conveniently with the line of said
 & Fitchburg Company as hereafter located. together
 of way on & over the strip of land on the
 ground hereby granted in width from the
 purposes except as & against the said
 purposes when the same is to be fifteen feet
 to be & against open from for the use of all
 must then hereafter & against covering to the
 company. the right to cross the lands & cross
 or two places to be made & maintained by the
 surface of said road to the said strip of land
 to be as well as interfere with the use of said
 the quarter.

To have any to be the above granted and
 bargain bargain with the appropriate thereof
 said strip of land. Fitchburg Paper Company
 & Hartford Providence & Fitchburg Paper
 and passing from to them & their
 also in the said Smith Well & Smith & Fitchburg
 known as the Smith Well Company or
 and administration commonly with the
 success and assign that as & until the
 present. we are well served of the
 estate in fee simple and every good
 in manner and form as if the same
 from all incumbrances whithersoever the same
 granted do

themselves their heirs, executors and administrators, co-executors with
 the said Company their successors and assigns that they will and
 will cause to be erected any Building on either side of said
 said Road well adjacent ground thereon to be built upon
 the edge of said road well & that all buildings standing upon
 the ground hereby granted shall be removed within six months
 after the same shall be so far completed by the said Company
 that said Buildings may be conveniently removed across the
 same. And the said Company & their successors and assigns
 may at all times hereafter quietly and peaceably use
 and enjoy said granted premises for the construction
 and maintenance of a Rail Road for said Company and the
 transportation of passengers and property thereon by locomotives
 and engines propelled by steam or otherwise or by any other
 means of transportation or in any other way as they may see
 proper & may at all times cross from from their Road over
 upon said open way on the north side of said road well or on
 either or either side of said Rail Road road without any
 claim, hindrance, suit or demand from the said Company
 or any person claiming by, from or under said Company or
 either of them, any furthermore, to the said Company
 by their agents heirs executors and assigns from to warrant
 and defend the above granted & bargained premises to the
 Company their successors and assigns against all claims and
 demands whatsoever. And in consideration of the premises in
 the said Articles, Resolutions & By-Laws of said Company & the
 said Mr. David Bellinckles & John King respectively do
 covenant with the said Mr. J. Smith & J. Smith and
 William Hayden senior of the Smith Mill Manufacturing Company
 their heirs, executors, etc. that no rule or contract shall be made
 for the Rail Road of said Company as a grade for feet lower than
 or into established when the same pass the South West
 corner of the Star House belonging to the Smith Mill Manufacturing
 Company, and at such grade, except & except otherwise as
 suitably corresponds with such grade, without increasing the
 grade of the road at any part below the side of said
 said Hill to the mile. We do also further covenant to make
 said embankment on the north side of said Road well to a height
 equal to & with the general surface of the Rail Road well & to
 such extent of width as may be necessary to bring said road
 way & embankments in contact with the adjacent side Hill
 making the whole width on continuous graded surface.
 We do also further covenant to make & maintain two suit-
 able places for the crossing of the road well their heirs & assigns
 to cross at the general surface of the road well to be placed
 on the same elevated places or some convenient points
 to be agreed upon by the parties to this Instrument.

In Witness Whereof the said parties by themselves and
 their agents specially authorized thereto set their hands and
 seals, and the seals of the Company aforesaid the 11th of October
 1849, in presence of
 John D. Mitchell & Co. Signers of
 John D. Smith & Co. Signers of
 John D. Smith & Co. Signers of
 John D. Smith & Co. Signers of
 John D. Smith & Co. Signers of
 John D. Smith & Co. Signers of

Forgoing instrument, and acknowledged the same to be her free act and deed, before me,

Elliot B Sumner Justice of the Peace.

Received for record May 6th at 10 o'clock am., A.D. 1892.

Thomas J. Keeling Town Clerk.

And: C. 1892

Warrantee Deed.

To All People to whom these Presents shall come, Greeting:
Know Ye, That the Windham Cotton Manufacturing Company, a body corporate located in the Town and County of Windham, state of Connecticut, for the consideration of Ten (10) Dollars and other valuable considerations, received to its full satisfaction of the New York, New Haven and Hartford Railroad Company, a corporation, does give, grant, bargain, sell and confirm unto the said The New York, New Haven and Hartford Railroad Company and its successors and assigns forever, a certain parcel of land situated in the Borough of Willimantic in said Windham, on the North side of the Willimantic River, Southerly of and adjoining land conveyed by said Windham Cotton Manufacturing Company to the New York and New England Railroad Company in 1880.

Said parcel of land is bounded and described as follows: to wit:-
* Beginning at the point where the present south line of the New York and New England Railroad Company's land and the west line of land of the Grantor intersect, thence Southerly and abutting on land of the Grantor, by the West line of the Grantor to the Willimantic River thence Easterly by the Willimantic River till a point is reached where there is a present width of seventy-four (74) feet at right angles between the present south line of the New York and New England Railroad Company's land and the present North Bank of the Willimantic River, thence Easterly, and abutting on other land of the Grantor, by a line parallel with and seventy-four feet distant from the south line of the New York and New England Railroad Company's land to the East line of the East Crossing of the Grantor, thence Southerly, and abutting other land of the Grantor, by a Southerly continuation of the East line of said East Crossing, to a point one hundred and twenty-four (124) feet and seven (7) inches at right angles from the south line of the New York and New England Railroad Company's land and thirty-two (32) feet and six (6) inches from the Northeast corner of the West Mill of the Grantor, thence Easterly, and abutting other land of the grantor, by a line parallel with and one hundred and twenty-four (124) feet and seven (7) inches from the south line of the New York and New England Railroad Company's land to Bridge street, thence Northerly by Bridge street to the south line of the New York and New England Railroad Company's land to point of beginning. *
Together with all the right, title and interest of the grantor, including all water storage and flowage rights, in so much of the Willimantic River abutting on said described land as is Northerly of a line seventy-four feet at right angles Southerly of said Southerly line of land of the New York and New England Railroad Company; Reserving however to the Grantor, and its assigns over the land hereby conveyed a crossing continuous with the West Crossing of the Grantor as provided for in deeds to the Providence, Hartford and Fishkill Railroad and the New London Willimantic and Palmer Railroad Companies in 1851, and recorded in Windham Town Land Record Book 49, pp. 62, 63, and as per deed to The New York and New England Railroad Company, in 1880, and recorded in Windham Town Land Record Vol. 49 pp. 366, 367; And further reserving to the Grantor and its assigns over the

land hereby conveyed a crossing continuous with the East Crossing of the Grantor provided for in said deeds of 1851 and 1880, until said Railroad Company shall construct at said West crossing a suitable foot bridge for the use of the Grantor and its assigns; And further, reserving to the grantor the store house and horse shed on said described premises to be removed therefrom by the Grantor within a reasonable time. And further reserving to the Grantor and its assigns the use of the Office building on the above described land, free of rent for a period not exceeding two years.

7. Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee, its successors and assigns forever to its and their own proper use and behoof.

And also the said Grantor, doth for itself and its successors, covenant with the said Grantee its successors and assigns, that at and until the sealing of these presents it is well seized of the premises as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written and that the same is free from all incumbrances whatsoever, except lands now covered by water.

And furthermore, the said Grantor does by these presents bind itself and its successors forever to warrant and defend the above granted and bargained premises to it the said Grantee its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

And the undersigned, Thomas Harris of the city of Providence in the state of Rhode Island, mortgagee in trust under a certain mortgage from said Windham Cotton Manufacturing Company dated December 1, 1890, for and in consideration of the full purchase price of this present conveyance by said Harris as such Trustee duly received doth hereby release and forever quit claim to said The New York, New Haven and Hartford Railroad Company its successors and assigns, the premises above granted by this present deed subject to the reservations herein contained but without prejudice to the lien of said mortgage and the powers, covenants and provisions of the same as to the remaining lands and property covered by such mortgage.

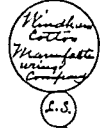
And the undersigned Mary R. Allen, widow, of the City of Providence in the state of Rhode Island as second mortgagee for and in consideration of the sum paid as appears in the foregoing release from Thomas Harris, Trustee, and in pursuance of the agreement in this behalf in the said second Mortgage by her made and in consideration of the sum of One Dollar to her paid doth hereby release and forever quit claim to said The New York, New Haven and Hartford Railroad Company its successors and assigns, the premises above granted by this present deed, subject to the reservations herein contained, but without prejudice to the lien of the said second mortgage and the powers covenants and provisions of the same as to the remaining lands and property covered by said second mortgage.

In Witness Whereof We said Windham Cotton Manufacturing Company, by Robert W. Watson its Treasurer thereunto duly authorized hath hereunto set its corporate name and seal; and said Thomas Harris as Trustee as aforesaid hath signed and sealed these presents, and said Mary R. Allen hath signed and sealed these presents this seventh day of May A. D. 1892.

Signed & sealed in presence of
Joseph C Ely
Gilman C. Jopp
as to W. C. Mfg Co
and J. H. Trustee
Gilman C. Jopp
Margaret Jane Mosely

Windham Cotton Mfg Company
Robert W. Watson Treas.

Thomas Harris Trustee



Exhibited and approved at a meeting of the Windham Cotton Manufacturing Company held May 7th, 1892.
 Matthew Watson Secy.

United States of America
 In the District Court of the United States for the district of Massachusetts
 In the matter of the Boston Hartford & Erie Rail Road Company
 Bankrupt Corporation in Bankruptcy
 District of Massachusetts J.S.

Know all men by these Presents, That Charles S Bradley of Providence in the State of Rhode Island, Charles R. Chapman of Hartford in the State of Connecticut and George M Barnard of Boston in the County of Suffolk, and State of Massachusetts in said district have been duly appointed Assignees in said matter. Now therefore I S Lothrop Thorndike Register in Bankruptcy of said district by virtue of the authority vested in me by the 14th section of an act of Congress entitled "An act to establish a uniform system of Bankruptcy throughout the United States approved March 2^d 1867. do hereby convey and assign to the said Charles S Bradley Charles R Chapman and George M Barnard Assignees aforesaid all the Corporate Estate Real and Personal of the said Boston Hartford and Erie Rail Road Company - Bankrupt Corporation aforesaid, including all the property of whatever kind of which it was possessed or in which it was interested or entitled to have on the twenty first day of October A.D 1870 with all its deeds Books and papers relating thereto excepting such property as is exempted from the operation of this assignment by the provisions of said fourteenth section of said Act To Have and to hold all the foregoing premises to the said Charles S Bradley, Charles R. Chapman and George M Barnard and their heirs forever. In Trust nevertheless for the use and purposes with the powers and subject to the conditions and limitations set forth in said Act My Witness Whereof I the said Register have hereunto set my hand and caused the seal of said Court to be affixed this eighteenth day of March A.D 1871

Seal of
 Court

S Lothrop Thorndike
 Register in Bankruptcy

Rec^d the above deed for Record August 30th 1871 at 3 o'clock
 in the afternoon

Attest Allen Lincoln Town Clerk

To All People to Whom these Presents shall Come - Greeting
 Know Ye that I William E. Raymond Treasurer of the State
 of Connecticut and as such Trustee under a certain
 Mortgage deed dated March 1st 1879 executed by the New
 Haven, Middletown and Millimantic Rail Road Company
 a Corporation incorporated by said State to the Treasurer of
 said State and his Successors in said Office of Treasurer
 of said State to secure an intended Issue of Bonds of said
 Company to the amount of three Millions of Dollars which
 Mortgage has since been foreclosed on a bill of Equity
 brought by in the Superior Court for New Haven County at
 its May term 1875 directed for the Consideration of two
 hundred Dollars Compensation for my services as such
 Trustee under said Mortgage received to my full Satisfaction
 of the Boston and New York Air Line Railroad Company
 a Corporation chartered by the State of Connecticut by a
 Resolution passed at the May Session 1875 of the General
 Assembly. Incorporating the First Mortgage Bond Holders
 of the New Haven, Middletown and Millimantic Rail Road
 Company as the Boston and New York Air Line Railroad
 Company and pursuant to the provisions of said Resolution
 directing me to make this conveyance on demand of said
 last named Company and on satisfactory proof that a
 Majority of said first Mortgage Bonds have been surrendered
 to it in exchange for its preferred Stock do hereby Release
 and forever quit claim unto the said Boston and New York
 Air Line Railroad Company a Corporation incorporated
 as aforesaid and its Successors and assigns forever all the
 right title Interest Claim and demand whatsoever as I
 the said Releasor have or ought to have under said
 Mortgage deed and under said decree of foreclosure
 under which said Mortgage title became absolute on
 the Twenty Fifth day of June 1875 in and to all and
 Singular the Railroad formerly owned by the New Haven
 Middletown and Millimantic Rail Road Company running
 from a point in the City of New Haven to the village of Millimantic
 in the State of Connecticut as the same is has been and may
 be hereafter located constructed or improved and all the
 roadway and lands that are or may be included in the
 location of said Railroad and that were ever acquired
 by the said last named Company for the purposes of said
 Railroad within the several points aforesaid. With all
 and Singular the railways rails bridges fences Station
 Houses Depots Shops buildings Structures tools Cars
 Engines Equipments Machinery fuel Materials power
 appendages appurtenances and Property Real and
 Personal which ever belonged to said last named
 Company and were or are used as a part of said
 Railroad or were or are appurtenant thereto or necessary
 for the construction operation or security thereof and also
 in and to all the property rights and Branches ever

W

belonging to said last named Company under its Charter
 and every part thereof together with the rails in come
 issues and profits thereof and all rights to receive the same
 and everything necessary for the completion and operation
 of the said Railroad. (Meaning hereby to convey to the
 Boston and New York Air Line Railroad Company and its
 successors and assigns in fee simple all and right title
 and interest in and to the premises embraced in said
 Mortgage and to vest said premises in said release its
 successors and assigns in fee simple including all the rights
 and privileges heretofore granted by its Charter and the
 several amendments thereto to the New Haven Middletown
 and Millimantic Railroad Company, and all improvements
 put upon and equipments added to said Railroad by any
 and all Trustees by Mortgage, who are or have been in
 possession of said Road. To Have and to Hold, The Premises
 with all their appurtenances unto the said Releasee its
 successors and assigns forever to its and their sole use
 and behoof. So that neither I the releasor nor my
 successors in office 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 (therefrom
 and they are by these presents forever barred and excluded
 being by virtue of this conveyance discharged forever from
 said trust according to the provisions of said Resolution
 incorporating said Release.

"In Witness Whereof" I have hereunto set my hand and
 Seal this Eighth Day of July A.D. 1875

Wm. E. Raymond
 Treasurer
 Simon E. Baldwin
 John B. Mills

William E. Raymond. T.S.
 Treasurer

New Haven County ss New Haven July 8th 1875 then and
 there personally appeared William E. Raymond personally
 known to me to be the signed and Sealer of the foregoing
 Instrument and acknowledged the same to be his free act
 and deed before me as witness my Hand and Notarial
 Seal.

John B. Mills
 Notary Public

Received the foregoing Instrument for Record August
 3rd 1875

Attest
 M. H. Fisher
 Town Clerk

APPENDIX C

CONNECTICUT GENERAL STATUTES
GOVERNING RAILROADS

March, 1998
Willimantic Railroad Right of Way Survey
CONNECTICUT DEPARTMENT OF TRANSPORTATION
District 2 Surveys

take a lease of the property or franchises of, or lease its property or franchises to, any such company.

(1949 Rev., S. 5447.)

History: In 1981 Sec. 16-57 transferred to Sec. 13b-206.

See Sec. 13b-288 re consideration of section as part of railroad company charter.

Annotations to former section 16-57:

Lessor is not usually exempt from liability for negligence of lessee in operating railroad. 65 C. 230. Right of lessee of franchise to construct and operate. 73 C. 179. See 77 C. 418.

Sec. 13b-207. (Formerly Sec. 16-58). Leases to be approved by stockholders.

No lease of any railroad shall be binding on either of the contracting parties for a period of more than twelve months, unless approved by the stockholders of the companies that are parties to the lease, by a vote of two-thirds of the stock represented at a meeting of the stockholders called for that purpose. At least one month's notice of such meeting shall be given by advertising twice a week for four weeks in a daily paper published in the state and also by mailing a copy of the call and of the lease to each stockholder. Such notice and call shall state that at the meeting the lease will be submitted for the approval of the stockholders.

(1949 Rev., S. 5448.)

History: In 1981 Sec. 16-58 transferred to Sec. 13b-207.

Sec. 13b-208. (Formerly Sec. 16-59). Record of conveyance or lease. All conveyances by any railroad company or its assigns of any interest in the location of its railroad, to be used or enjoyed for railroad purposes, may, and if in the nature of a lease for more than one year shall, be filed for record by the grantee or lessee in the office of the Secretary of the State. Certificates of the assignment, release or foreclosure of any interest or lien in or upon the location of any railroad, acquired under any such conveyance, as is specified in this section, or by virtue of the general laws of the state, may be filed for record in like manner and with like effect.

(1949 Rev., S. 5449.)

History: In 1981 Sec. 16-59 transferred to Sec. 13b-208.

Sec. 13b-209. (Formerly Sec. 16-59a). Elimination of passenger train service.

A railroad company which has scheduled and operated a passenger train on a regular schedule for twelve consecutive months or more, except for holidays or interruptions caused by storms or other causes beyond its control, shall not discontinue the operation of such train or trains or cut out or eliminate more than ten per cent of its station stops, except with the written approval of the Commissioner of Transportation after public hearing, notice of which hearing and proposed discontinuance shall be posted by the railroad company at the stations involved for a period of thirty days immediately preceding such hearing, and all persons, including employees of the railroad company,

state the manner in which such snow or ice shall be removed and may be revoked by the commissioner of transportation upon fifteen days' written notice. Any person, firm or corporation violating any provision of this section shall be fined not more than two hundred dollars and shall reimburse the state for any expense incurred in the removal of such snow or ice from any such highway, plus fifteen per cent of such expense.

(1949 Rev., S. 5460; 1969, P.A. 768, S. 212.)

History: 1969 act substituted "commissioner of transportation" for "highway commissioner"; in 1981 Sec. 16-70 transferred to Sec. 13b-221.

Sec. 13b-222. (Formerly Sec. 16-71). Payment of fare not to be evaded. No person shall fraudulently evade or attempt to evade the payment of any fare lawfully established by a railroad company. No person who does not, upon demand, pay such fare, shall be entitled to be transported over any railroad; but conductors or employees of railroad companies shall not put a passenger off a train between stations.

(1949 Rev., S. 5461.)

History: In 1981 Sec. 16-71 transferred to Sec. 13b-222.

Annotations to former section 16-71:

Conductor may remove passenger who refuses to pay. 28 C. 89. Company upheld in removing passenger for refusing to pay amount greater than cost of ticket, though ticket could not be obtained. 24 C. 249. Passenger is entitled to reasonable time to find misplaced ticket. 38 C. 559.

Sec. 13b-223. (Formerly Sec. 16-73). Recovery of forfeitures to state. All forfeitures, not otherwise provided for, accruing to the state from any railroad company by reason of its neglect or refusal to comply with the orders of the Commissioner of Transportation, shall be recovered by the State Treasurer in an action upon the respective statutes providing for such forfeitures.

(1949 Rev., S. 5463; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 610.)

History: P.A. 75-486 substituted "public utilities control authority" for "commission", i.e. public utilities commission, effective December 1, 1975; P.A. 77-614 substituted "commissioner of transportation" for "public utilities control authority", effective January 1, 1979; in 1981 Sec. 16-73 transferred to Sec. 13b-223.

Sec. 13b-224. (Formerly Sec. 16-74). General penalty. Any person who violates any provision of sections 13b-200 to 13b-223, inclusive, for which no other penalty is prescribed or provision made, shall be fined not more than five hundred dollars.

(1949 Rev., S. 5464.)

History: In 1981 Sec. 16-74 transferred to Sec. 13b-224.

Sec. 13b-225. (Formerly Sec. 16-75). Record of acquisition, consolidation or merger of railroad or railway companies. Whenever any railroad or railway company, pursuant to any authority contained in its charter, has acquired any of the franchises of any other corporation or consolidated or merged with or in any other corporation, such railroad or railway company shall, upon consummation of such acquisition, consolidation or merger, file with the Secretary of the State a certificate, signed and sworn to by its president or its secretary, setting forth the fact of such acquisition, consolidation or merger and, in case of consolidation or merger, the name of the consolidated or merged corporation.

(1949 Rev., S. 5435.)

History: In 1981 Sec. 16-75 transferred to Sec. 13b-225.

Britain, designated state project number 131-156; (B) U.S. Route 1 over railroad track in Fairfield, designated state project number 50-6H05; (C) Route 729 over railroad track in North Haven, designated state project number 100-149; (D) Grove Street over railroad tracks in Hartford, designated state project number 63-376; (E) Route 1 over railroad tracks in Milford, designated state project number 173-117; (F) Ingham Hill Road over railroad tracks in Old Saybrook, designated state project number 105-164; (G) Ellis Street over railroad tracks in New Britain, designated state project number 88-114; or (H) Route 100 over the railroad tracks in East Haven, bridge number 01294 shall be eighteen feet and (4) the minimum overhead clearance for those structures carrying (A) Fair Street, bridge number 03870; (B) Crown Street, bridge number 03871 and (C) Chapel Street, bridge number 03872, over railroad tracks in New Haven shall be seven feet, six inches.

(b) For the purposes of this section, "overhead clearance" means the distance from the plane formed by the top of the rails to a structure or obstruction above the rail and "deck replacement" means the removal and replacement of the bridge deck and supporting members.

(c) Any proposed legislation which grants an exemption from the minimum overhead clearance requirements in subsection (a) shall be accompanied by a written statement from the Department of Transportation which shall include the following information: (1) The impacts associated with raising the bridge to meet the clearance requirements; (2) the estimated cost of raising the bridge to meet the clearance requirements and (3) an assessment, including the estimated cost, of the feasibility of increasing the clearance by undercutting at least one track of the railroad or by a combination of undercutting and raising the bridge to meet the clearance requirements.

(P.A. 78-28, S. 1; P.A. 83-68, S. 1; P.A. 86-344, S. 1, 3; 86-403, S. 126, 132; P.A. 87-218; P.A. 88-364, S. 23, 123 P.A. 89-59; P.A. 90-230, S. 81, 101.)

History: In 1981 Sec. 16-82a transferred to Sec. 13b-251; P.A. 83-68 amended Subsec. (a) to allow certain construction (work beginning after the commissioner submits the railroad lines overhead clearances report required under section 2 of the act, which is not codified, to be done without raising the structure's minimum overhead clearance beyond its existing overhead clearance and amended Subsec. (b) to define "deck replacement"; P.A. 86-344 provided that the minimum height for structures which are built over railroad tracks on or after October 1, 1986, shall be twenty feet, except that mm widening or deck replacement may be done at a structure's existing height, required the minimum height of structure crossing tracks over which trains are operated by means of overhead wires to be twenty-two feet, six inches and provided exceptions for existing state projects; P.A. 86-403 amended Subsec. (a) by changing state project number "50-6H13" "50-6H05"; P.A. 87-218 amended Subsec. (a) by adding state project number 88-114 to the exemptions to the minimum height requirement and amended Subsec. (b) by defining "deck replacement"; P.A. 88-364 in Subsec. (b) corrected the word "place" to read "plane"; P.A. 89-59 added Subpara. (H) to Subdiv. (3) re the exemptions for Route 100 of minimum height requirements, added Subdiv. (4) providing certain bridges with minimum height exemption of seventeen feet, six inches and added a new Subsec. (c) re approval of exemption from the minimum height requirements; P.A. 90-230 made technical change in Subsec. (c).

Sec. 13b-252. (Formerly Sec. 16-82b). Structures exempted from overhead clearance requirement. Section 13b-251 shall not apply to any structure for which construction is authorized by or begun pursuant to any special act.

(P.A. 78-28, S. 2.)

History: In 1981 Sec. 16-82b transferred to Sec. 13b-252.

Sec. 13b-253. (Formerly Sec. 16-83). Land cut off from access to highway. When any company takes land for railroad purposes and the effect of such taking is to cut off other land from practical access to the highway, such company may, with the approval of the Commissioner of Transportation, take additional land sufficient for a convenient way from the land so cut off to the highway and shall provide for the use of the owner of the land cut off a suitable way over such additional land to the highway. Such way shall remain a private way for the use of the owner of the land cut off and the

town or city in which it is situated shall not be liable for its maintenance or responsible for its defects. For the purposes of this section, lands may be acquired in the manner provided by law for the taking of land by railroad companies.

(1949 Rev., S. 5472; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 610.)

History: P.A. 75-486 substituted "public utilities control authority" for public utilities "commission", effective December 1, 1975; P.A. 77-614 substituted "commissioner of transportation" for "public utilities control authority", effective January 1, 1979; in 1981 Sec. 16-83 transferred to Sec. 13b-253.

See Sec. 13b-288 re inclusion of provisions of section as part of railroad company's charter.

Annotations to former section 16-83:

Cutting off land from all access to highway held a taking. 66 C. 224. Commissioners' approval settles necessity and extent of taking. 69 C. 437.

Sec. 13b-254. (Formerly Sec. 16-84). Layout through cemetery. No company shall lay out or locate its road, or any part thereof, through any cemetery or any approach in common use from the highway thereto, and within one-quarter of a mile thereof, unless the Commissioner of Transportation, when called upon to approve the proposed layout of such road, finds that such cemetery, or the approach thereto, was located for the purpose of obstructing such layout, or unless said commissioner approves such layout or location.

(1949 Rev., S. 5473; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 587, 610; P.A. 78-303, S. 85, 136.)

History: P.A. 75-486 substituted "public utilities control authority" for public utilities "commission" and "authority" for "commission" thereafter, effective December 1, 1975; P.A. 77-614 and P.A. 78-303 substituted "commissioner of transportation" for "public utilities control authority" and "commissioner" for "authority", effective January 1, 1979; in 1981 Sec. 16-84 transferred to Sec. 13b-254.

Sec. 13b-255. (Formerly Sec. 16-85). Land for electrification of railroad. Any railroad company, with the approval of the Commissioner of Transportation, may take land for the purpose of locating, constructing and maintaining piers, catenary bridges, foundations, posts, poles and wires and all appurtenances thereto necessary for the operation outfits railroad by electricity, provided this section shall not be construed as conferring upon any railroad company power to take any water privilege in connection with such land.

(1949 Rev., S. 5474; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 610.)

History: P.A. 75-486 substituted "public utilities control authority" for public utilities "commission", effective December 1, 1975; P.A. 77-614 substituted "commissioner of transportation" for "public utilities control authority", effective January 1, 1979; in 1981 Sec. 16-85 transferred to Sec. 13b-255.

Sec. 13b-256. (Formerly Sec. 16-86). Procedure for appraisal of land taken. When any company has the right to take real estate for railroad purposes and cannot obtain it by agreement with the parties interested therein, it may apply to any judge of the Superior Court for the appointment of appraisers to estimate all damages that may arise to any person from taking and occupation of such real estate for railroad purposes. After reasonable notice of such application has been given to all parties in interest, such judge shall appoint three appraisers, who shall be sworn and give reasonable notice to such parties in regard to the time and place of making such estimate and shall view the premises and estimate such damages, but shall not include in such estimate the expense return an appraisal of such damages in writing, under their hands, to the clerk of the superior court for the judicial district where the estate lies, who shall record it. When so returned and recorded, such appraisal shall have the effect of a judgement, and execution may issue at the end of sixty days from the time of such return in favor of the persons respectively to whom damages may be appraised, and such appraisers shall be

such company for the time actually spent in making such appraisal and return. No rail-road shall be worked upon, or opened across, any real estate, until the damages appraised to any person interested therein have been paid or secured to his satisfaction or deposited for his use with the State Treasurer.

(1949 Rev., S. 5475; P.A. 78-280, S. 2, 127.)

History: P.A. 78-280 substituted "for the judicial district" for "for the county" following "superior court"; in 1981 Sec. 16-86 transferred to Sec. 13b-256.

See Sec. 13b-288 re inclusion of provisions of section as part of railroad company's charter.

Annotations to former section 16-86:

Appraisal does not establish collectible or taxable debt until the sixty days have expired. 41 C. 210. Appraisal should include all damage that may arise from the taking or occupation. 66 C. 225; but must not include danger to adjacent land of fire from locomotives. See note to section 13b-364. Quantity of land taken should be determined before assessment of damages, but not necessarily before appointment of appraisers. 13 C. 117; 13 C. 406. Grant of power of eminent domain to private corporations to be construed strictly; incidental injuries to property, which do not constitute a taking, may be basis for damages. 21 C. 294. Company does not acquire such an interest in land as to prevent adjoining owner from crossing. 23 C. 110. Right of mortgagee in damages awarded is not recognized by the statute which regulates the proceedings. 52 C. 283. Damage for taking not to include incidental injury caused by railroad to other disconnected land of same owner. 61 C. 451. Inability of parties to agree is a question of fact for court to determine before appraisers are appointed. 69 C. 424. Landowner cannot raise question of constitutionality of act apportioning payment of damages between company and city. 72 C. 481. Duty of judge in first instance is simply to ascertain whether petitioner has right to take land, and cannot agree with owners; all parties interested in land must be notified of hearings; form of application. 79 C. 526. Inability to agree necessary fact; evidence as to, may be informal. 80 C. 38. Wrongful entry on land by petitioner and suits pending for damages no defense. 86 C. 36. Presumption after long user that compensation has been made. 92 C. 360. See note to section 13b-247.

Annotations to present section:

Cited. 207 C. 683, 695.

Sec. 13b-257. (Formerly Sec. 16-87). Land in highway or private way. Whenever such company has acquired the right to take any land used for a public highway or a private way, it shall, before taking possession of the same, apply to a judge of the superior court, as provided in section 13b-256, for the appointment of appraisers to ascertain all damages that may arise to any person in consequence of such taking. The appraisers so appointed shall be sworn and shall give notice of the time and place of their meeting by posting on a signpost of the town where the highway or private way is situated, if any, or at some other exterior place near the office of the town clerk, and also by advertising once a week for four consecutive weeks in a newspaper published in such town or, if no newspaper is published in such town, in a newspaper published in the county. They shall also give reasonable notice, in writing, to the persons owning the land occupied by the highway or private way. At the meeting of the appraisers, any person claiming that he will be damaged by the taking and occupation of such highway or private way shall be heard, whether he is the owner of the land or not, and the appraisers shall award such damages as seem to them just and reasonable. Further proceedings in connection with the condemnation of such land shall be as prescribed by section 13b-256.

(1949 Rev., S. 5476; P.A. 84-146, S. 11.)

History: In 1981 Sec. 16-87 transferred to Sec. 13b-257; P.A. 84-146 included a reference to posting of notice on a place other than a signpost.

Sec. 13b-258. (Formerly Sec. 16-88). Abandonment of road; damages. When any land has been taken for railroad purposes and the damages have been

have suffered in consequence of such taking, or for any unreasonable delay in opening and working such road.

(1949 Rev., S. 5477.)

History: In 1981 Sec. 16-88 transferred to Sec. 13b-258.

See Sec. 13b-288 re inclusion of provisions of section in railroad company's charter.

Sec. 13b-259. Formerly Sec. 16-89). Owner may require description of land. When any company takes any property for the purpose of its railroad, the owner of such property may, at any time within three years thereafter, demand in writing of the treasurer of the company a written description of the property so taken, and such company shall, within thirty days, deliver to him such description; and, if it fails to do so, all its rights to enter upon or use such property, except for making surveys, shall be suspended until it has delivered such description.

(1949 Rev., S. 5478.)

History: In 1981 Sec. 16-89 transferred to Sec. 13b-259.

See Sec. 13b-288 re inclusion of provisions of section as part of railroad company's charter.

Sec. 13b-260. (Formerly Sec. 16-90). Plan of road to be deposited with town clerk. Within ninety days after the railroad of any company has been laid out in any town and approved by the Commissioner of Transportation, such company shall deposit with the town clerk a correct plan, signed by its president, of so much of such railroad as lies in such town, drawn on a scale of at least five inches to the mile, upon which shall be accurately delineated the direction and length of each course and the width of the land taken.

(1949 Rev., S. 5479; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 610.)

History: P.A. 75-486 substituted "public utilities control authority" for public utilities "commission", effective December 1, 1975; P.A. 77-614 substituted "commissioner of transportation" for "public utilities control authority", effective January 1, 1979; in 1981 Sec. 16-90 transferred to Sec. 13b-260.

Sec. 13b-261. (Formerly Sec. 16-91). Statement of location filed with secretary. Each company shall, within six months after the final location of its road, file with the Secretary of the State a statement of such location, defining the courses and distances.

(1949 Rev., S. 5480.)

History: In 1981 Sec. 16-91 transferred to Sec. 13b-261.

Sec. 13b-262. (Formerly Sec. 16-92). Security from contractors for labor; liability of company. Each company, in making contracts for the building of its road, shall require sufficient security from the contractors for the payment for all labor thereafter to be performed in constructing the road by persons in their employ; and the company shall be liable to the laborers employed for labor actually performed on the road if, within twenty days after the completion of such labor, they notify its treasurer, in writing, that they have not been paid by the contractors.

(1949 Rev., S. 5481.)

History: In 1981 Sec. 16-92 transferred to Sec. 13b-262.

Sec. 13b-263. (Formerly Sec. 16-93). Crossing of one railroad by another. Any company may, in the construction of its railroad, cross the railroad of any other company or connect with the same. If it cannot agree with such other company as to such crossing or connection, the Commissioner of Transportation may determine the place and manner of such crossing or connection, after reasonable notice to the companies in interest to appear and be heard in relation to the matter, and may make such orders as to bridges,

is not bound to make future change by reason of increased travel. 45 C. 331. Where company built bridge, and injury resulted because borough raised highway beneath, company was not liable. 54 C. 591. Where municipal rights under charters and railroad rights under general statutes in streets conflict, railroad rights prevail. 66 C. 223. Commission may discontinue old highway and lay out new one. 76 C. 58.

Sec. 13b-266. (Formerly Sec. 16-96). Land for change of highway. When any highway or street is altered by any railroad company with the consent of the Commissioner of Transportation, and it is necessary to take any land for a highway to which such company has not obtained title, and over which neither such company nor the town in which such alteration is made has any right-of-way, and such company is unable to agree with the owner thereof in regard to the amount of damages to be paid therefor, the same proceedings shall be had for the purpose of procuring the required right-of-way as are provided in section 13b-256 for taking land for railroad purposes.

(1949 Rev., S. 5485; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 610.)

History: P.A. 75-486 substituted "public utilities control authority" for "commission", i.e. public utilities commission, effective December 1, 1975; P.A. 77-614 substituted "commissioner of transportation" for "public utilities control authority", effective January 1, 1979; in 1981 Sec. 16-96 transferred to Sec. 13b-266.

See Sec. 13b-288 re inclusion of section's provisions as part of railroad company's charter.

Annotation to former section 16-96:

Cited. 168 C. 478.

Sec. 13b-267. (Formerly Sec. 16-97). Construction over highway at grade restricted. Each company which locates and constructs a railroad across any highway shall construct it so as to cross over or under the same and may, under the direction of the Commissioner of Transportation, raise or lower the same at such crossing or change the location thereof and shall make and maintain such bridges, abutments, tunnels, arches, excavations, embankments and approaches as the commissioner orders and the convenience and safety of the public travel upon such highway may require; but the commissioner may, upon notice to such company and to the selectmen of the town or mayor of the city in which such crossing is situated, direct such company to construct its railroad at such crossing upon a level with the highway; but no such direction shall be given in any case except for special reasons, which shall be recorded in the records of the commissioner.

(1949 Rev., S. 5486; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 610.)

History: P.A. 75-486 substituted "public utilities control authority" for "commission", i.e. public utilities commission, and "authority" for "commission" hereafter, effective December 1, 1975; P.A. 77-614 substituted "commissioner of transportation" for "public utilities control authority" and "commissioner" for "authority" where appearing, effective January 1, 1979; in 1981 Sec. 16-97 transferred to Sec. 13b-267.

Annotations to former section 16-97:

Change in highway wholly to save expense to company unauthorized. 25 C. 402. Term "bridge," as used in city charter, held to exclude approaches and embankments. 39 C. 128. Company not liable for accident caused by borough's raising highway after completion of overhead bridge. 54 C. 591. This section construed with section 7 of the act of 1889. 62 C. 496. This section controls where city charter conflicts with it. 66 C. 222. City has no appeal from order of commissioners fixing bridge supports at curve. 57 C. 85. Purpose of this section. 91 C. 475.

Sec. 13b-268. (Formerly Sec. 16-98). New highway across railroad; expense. Creation of at grade crossing. (a) When a new highway is constructed across a railroad, such highway shall pass over or under the railroad as the Commissioner of Transportation directs. The company operating such railroad shall construct such crossing to the approval of the commissioner and may take land for the purposes of this section in the manner provided by section 13b-256. The expense of such crossing construction shall be borne by either the town, city or borough constructing such highway, or by the company constructing the same, or by a sharing of the cost between the town, city or borough and the company, as the commissioner directs.

(1949 Rev., S. 5500; P.A. 75-486, S.1, 69; P.A. 77-614, S. 571, 610.)

History: P.A. 75-486 substituted "public utilities control authority" for "public utilities commission" and "authority" for "commission" where appearing, effective December 1, 1975; P.A. 77-614 substituted "commissioner of transportation" for "public utilities control authority" and "commissioner" for "authority" where appearing, effective January 1, 1979; in 1981 Sec. 16-115 transferred to Sec. 13b-287.

Sec. 13b-288. (Formerly Sec. 16-116). Statutes made part of charters. The provisions of sections 13b-206, 13b-247, 13b-248, 13b-249, 13b-250, 13b-253, 13b-256, 13b-258, 13b-259, 13b-263, 13b-265, 13b-266, 13b-285, 13b-289 and 13b-368 shall be deemed a part of the charter of every company authorized to construct, own or operate any railroad within this state, and all powers and privileges conferred and all duties and obligations imposed upon such companies by said sections are conferred or imposed upon such companies in the same manner and to the same extent as if the provisions of said sections were parts of the charters of such companies.

(1949 Rev., S. 5501.)

History: In 1981 Sec. 16-116 transferred to Sec. 13b-288.

See Sec. 13b-264 reconsideration of provisions re branch lines as addition to and amendment of all railroad companies charters.

See note to Sec. 13b-298.

Sec. 13b-289. (Formerly Sec. 16-117). Easements and private crossings may be condemned. The owner of any private crossing at grade of the tracks of a railroad company, or of any right, title, interest, easement or privilege in land used by a company for railroad purposes, or any such company whose land is encumbered by any such private rights, may bring a written petition to the Commissioner of Transportation for the condemnation of such rights, alleging that public safety requires the elimination of such encumbrance. The commissioner shall thereupon appoint a time and place for hearing the petition, and shall give such notice thereof as he judges reasonable to the owner of such rights, to the company and to the owners of land adjoining the highway to be laid out as a substitute for such private crossing, as hereinafter provided, if any such highway is to be laid out. Upon the hearing of such petition, if public safety so requires, the commissioner shall authorize the company to condemn such private rights, and thereupon the company may proceed to condemn the same in the manner provided by law for the taking of lands by such companies. Upon the hearing of such petition, if the commissioner is of the opinion that public convenience and necessity require a highway on account of the elimination of such private rights in the land of the railroad company, he may lay out a highway sufficient to satisfy public convenience, but such highway shall not be laid out if the land of a private owner, with which the encumbrance is associated, is already connected with a public highway. If the commissioner orders a new highway, he shall assess the expense of making the same, including the damages to any person whose land is taken, proportionately, upon the person and parties especially benefited thereby, but at least one-half of such expense shall be paid by the company. The commissioner may order the elimination of any private crossing at grade by the substitution of an overhead or underneath crossing, in which case the expense of making such change, including land damages, shall be paid by the company.

(1949 Rev., S. 5502; P.A. 75-486, S. 1, 69; P.A. 77-614, S. 571, 587, 610; PA. 78-303, S. 85, 136.)

History: P.A. 75-486 substituted "public utilities control authority" for "public utilities commission" and "authority" for "commission" where appearing, effective December 1, 1975; P.A. 77-614 and P.A. 78-303 substituted "commissioner of transportation" for "public utilities control authority" and "commissioner" for "authority" where appearing, effective January 1, 1979; in 1981 Sec. 16-117 transferred to Sec. 13b-289.

Sec. 13b-290. (Formerly Sec. 16-118). Highway crossing discontinued. When the use of a highway crossing over a railroad has been abandoned for fifteen years, such crossing shall be deemed discontinued.

(1949 Rev., S. 5503.)

History: In 1981 Sec. 16-118 transferred to Sec. 13b-290.

Sec. 13b-291. (Formerly Sec. 16-119). Private crossing to be restored. When private crossing has been removed by a railroad company without the consent of the owner or owners, the company from whose tracks such crossing has been removed shall restore the same in good order upon the written request of the owner or owners, and for failure so to do, such company shall forfeit five dollars per day to the person or persons owning or having a right to use such crossing, such forfeiture to begin thirty days from the date of such notice.

(1949 Rev., S. 5504.)

History: In 1981 Sec. 16-119 transferred to Sec. 13b-291.

Sec. 13b-292. (Formerly Sec. 16-119a). Private crossings; protection requirements. (a) A private crossing is defined as any private way, private drive or any facility other than a public highway for use of pedestrians, motor vehicles or other types of conveyances, which crosses at grade any railroad track. On and after June 20, 1961, no private crossing shall be established, except that the Commissioner of Transportation may authorize the establishment of a private crossing if it is deemed necessary for the economic welfare of the community but only after imposing specific requirements for the protection of persons using the crossing. The cost of meeting such protection requirements shall be borne by the party requesting such private crossing or the town, city or borough in which such crossing is located may, in its discretion, assume all or part of such cost. This section shall not apply to a private crossing to be used by a railroad company in connection with its operation or for access to its facilities.

(b) Each town, city or borough shall erect and maintain traffic control devices within the limits of the railroad right-of-way at each private crossing, or each town, city or borough shall require the person, association or corporation that owns or has the right to use such crossing to erect and maintain such traffic control devices at each private crossing. Such order shall specify the time within which such protective measures shall be installed. Upon failure of a person, association or corporation to comply with an order issued pursuant to this subsection, the required installation shall be made by the authority issuing such order and the expense thereof shall be a lien on premises owned by such person, association or corporation. If under the provisions of subsection (d) the Commissioner of Transportation and the State Traffic Commission order the erection of traffic control devices at a private crossing and the town, city or borough within which such crossing is located fails to erect or have erected such devices within one hundred and eighty days of such order, the Commissioner of Transportation and the State Traffic Commission shall order the railroad to erect such devices and the expense thereof shall be a lien on premises owned by the person, association or corporation that owns or has the right to use such crossing. If the Commissioner of Transportation and the State Traffic Commission prescribe traffic control measures in addition to traffic control devices, the town, city or borough shall invoke the provisions of this subsection for the purpose of complying with such order, and the cost thereof, if one

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