

Kay-File

To. Smith

1/29/88
FYI

1/6/87

Magdi,
Attached is copy of
Am-Track letter which
we discussed in our telephone
conversation. Please
provide me with your
comments A. S. A. P.

- Frank

Frank: John wants this to be included:

Amtrak obligates itself to provide access to
the sewer system within - - - for repair/
replace purposes.

1/29/88

National Railroad Passenger Corporation, 400 North Capitol Street, N.W., Washington, D.C. 20001 Telephone (202) 383-3000



December 31, 1987

Frank Schiano, Esquire
New York City Department of
Environmental Protection
2353 Municipal Building
New York, NY 10007

RECEIVED
D.E.P./BUREAU OF SEWERS

JAN - 7 1988

DIVISION OF
SEWER REGULATION
AND CONTROL

Dear Mr. Schiano:

In connection with Amtrak's proposed construction in the vicinity of West 33rd Street and 11th Avenue, I am enclosing a copy of page 230 from the July 2, 1929 Conveyance between the City of New York and the New York Central Railroad Company. This document covered properties from Greenwich Village to the Harlem River, but I believe that the last paragraph on page 230 indicates that the City can generally use any property under the streets so long as such use does not interfere with or endanger railroad operations.

With respect to long-term access, Amtrak will be constructing an access road connecting West 38th Street (between 10th and 11th Avenues) to the surface below West 33rd Street (at 11th Avenue). The alignment will be such that the road will not cross any passenger tracks at grade. Since Amtrak will be using this road periodically for its own purposes, we would be willing to make it available on whatever reasonable basis is most convenient for NYCDEP. For example, Amtrak could maintain at Pennsylvania Station a key to the West 38th Street entrance gate. Alternatively, we would be willing to give a key to the NYCDEP for its own use.

*define
- DEP
rights*

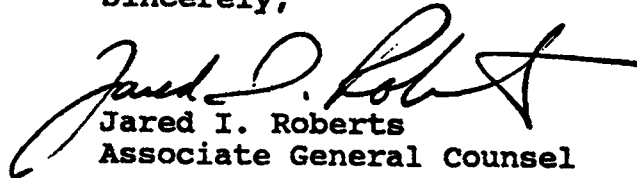
The other issue that you and I discussed was Amtrak costs in connection with sewer construction or maintenance. With respect to the sewer lines and equipment that will be installed contemporaneously with Amtrak's tunnel construction, Amtrak is willing to waive all claims for flagging, surveying and related costs. With respect to any sewer work that is unrelated to Amtrak's currently contemplated construction (if, for example, the City wished at some time in the future to build a new sewer line under our track), Amtrak would expect to review and approve all engineering plans in advance, and to be reimbursed for its costs.

AN EQUAL OPPORTUNITY EMPLOYER

Frank Schiano, Esquire
New York City Department of
Environmental Protection
December 31, 1987
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If these terms are acceptable, I see no reason
that we cannot enter into a form of agreement between
Amtrak and the City of New York covering our respective
interests.

Sincerely,


Jared I. Roberts
Associate General Counsel

JIR/alm

Enclosure

cc: R. D. Johnson
A. E. Shaw, Jr.

200
N.Y. County

THE CITY OF NEW YORK

AND

THE NEW YORK CENTRAL RAILROAD COMPANY

Conveyance

Dated July 2nd, 1929.

Covering Lands, Rights and Easements to be conveyed to the City of New York
and to the Railroad Company respectively, pursuant to
Chapter 677 of the Laws of 1928, as Amended.

Recorded in 37364

2101	VI	1	35
2102	VII	2	35
2103	VIII	3	35
2104	IX	4	35
2105	X	5	35
2106	XI	6	35
2107	XII	7	35
2108	I	8	35
2109	II	9	35
2110	III	10	35
2111	IV	11	35
2112	V	12	35

which said track is constructed, the Railroad Company shall at its expense alter the grade of the track as may be required to conform to such altered grade of the streets; and provided, further, that in case it may hereafter be determined by the courts that the existing occupation by the Railroad Company of Eleventh Avenue from a point north of West Thirtieth Street to a point south of West Twenty-eighth Street by a track connecting the tracks of the Railroad Company with the premises of the Terminal Warehouse Company, is unauthorized and unlawful, then the rights of the Railroad Company to the use and occupation of Twelfth Avenue and Thirteenth Avenue as in this paragraph provided, shall be subject to the further consent of the Board of Estimate and Apportionment of the City.

TO HAVE AND TO HOLD the lands and the lands under water, and the rights, interests and easements therein hereinabove described in Parts I, II, III, IV, V, VI, VII, VIII, IX, X, XI and XII hereof, subject to the reservations and conditions hereinabove contained in respect of said lands, rights, interests and easements respectively, unto the Railroad Company, its successors and assigns forever.

And it is further mutually covenanted and agreed as follows:

That nothing in this Conveyance contained shall be held to create a fee in the Railroad Company in or to the soil of any street, avenue, park or place, except such part or parts of any streets and avenues as may upon the approval of the Agreement by the Transit Commission or otherwise have been or become discontinued and closed, or to prevent the City from occupying or using or from permitting others to occupy or use any part of any street, avenue, park or place, not discontinued or closed, underneath or over the tracks and structures of the Railroad Company in any manner which shall not interfere with or endanger the occupation or use thereof by the Railroad Company under and in conformity with the Enlarged Plan.