

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement (this "Agreement") is made as of this 11<sup>th</sup> day of March 2011 by and between [REDACTED] ("Grantor"), having an address at 1000 Greacen Point Road, Mamaroneck, New York 10543, and [REDACTED] ("Grantee"), having an address at 1010 Greacen Point Road, Mamaroneck, New York 10543.

**WITNESSETH:**

**WHEREAS**, Grantor is the fee simple owner of the real property located at 1000 Greacen Point Road, in the City of Mamaroneck, County of Westchester and State of New York, shown on the Tax Map as Block 956, Lot 439, and being more particularly described in Schedule A attached hereto and made a part hereof (the "Grantor's Property");

**WHEREAS**, Grantee is the fee simple owner of the real property (the "Grantor's Property") located at 1010 Greacen Point Road, in the City of Mamaroneck, County of Westchester and State of New York, shown on the Tax Map as Block 99, Lot 1F, and being more particularly described in Schedule B attached hereto and made a part hereof (the "Grantee's Property");

**WHEREAS**, Grantee desires to construct and install a sewer line to connect Grantee's Property to the municipal sewer system a portion of such sewer line to be placed under, over, and across certain portions of Grantor's Property (the "Sewer Line");

**WHEREAS**, the parties hereto desire to create and establish a formal easement for the Grantee for the Sewer Line, and to set forth the manner in which the Sewer Line shall be installed, constructed, maintained, repaired, operated and used;

**NOW, THEREFORE**, Grantor and Grantee, for and in consideration of the sum of Forty Thousand and 00/100 (\$10.00) Dollars paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby make, for themselves and for their successors and assigns, the following grant:

1. Upon execution of this Agreement, Grantee shall pay to Grantor the sum of Forty Thousand and 00/100 (\$40,000.00) Dollars to Grantor in consideration of Grantor's grant of the easement contemplated by this Agreement. Grantor, subject to the terms and conditions hereinafter set forth, hereby grants and conveys unto the Grantee, its successors and assigns, an easement over, across, and under Grantor's Property for the purpose of permitting the Grantee to construct and install the Sewer Line in accordance with the terms of this Agreement and as set forth Schedule C annexed hereto.

2. The duration of the easement herein granted shall be perpetual, unless the Grantee agrees to terminate or abandon its use of the same for the stated purpose. In the event repairs are required to the Sewer Line after its installation, Grantee must obtain Grantor's consent to enter Grantor's Property and all costs required for any repair or restoration of the Grantor's property shall be borne by Grantee or his successors and/or assigns.

3. The Sewer Line shall be constructed by Woodland Remodeling Inc. or such other contractor selected and retained by Grantor (the "Contractor") and shall be located in the area designated on Schedule C annexed hereto (the "Easement Area") and shall be performed in accordance with the specifications set forth on Schedule C annexed hereto.

4. The Grantee and their successors and assigns shall save and hold the Grantor and their successors and assigns harmless from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys fees) for personal injury and/or property damage resulting from, or in any way connected with, the installation or existence of the Sewer Line, or any related facilities or activities conducted or located within said easement area.

5. Grantee agrees to reimburse Grantor for all costs required to restore and revegetate (including, but not limited to, any trees required to be replaced) any area on the Grantor's Property disturbed by the Sewer Line construction or related activities in the easement area herein granted and to restore Grantor's Property to substantially the same or better condition as the same was prior to the granting of the easements.

6. The parties acknowledge and agree that the easements herein granted are non-exclusive, and the Grantor, or their successors or assigns, shall be entitled at all times to travel over the easement area, and to conduct any and all activities which they may desire to conduct in the easement area provided the same do not unreasonably interfere with the Grantee's use of said easement for the construction, installation, maintenance, repair, operation or use of the Sewer Line.

7. Grantee shall indemnify and hold Grantor harmless from and against all costs and expenses, including reasonable attorney's fees, incurred by Grantor and arising from any injury or damage to person or property on the Grantor's Property resulting from (a) the performance by Grantee of the work and the use of the easement by Grantee, (b) the failure by Grantee to maintain the same in accordance with applicable law or (c) Grantee's failure to otherwise perform its obligations under this Agreement.

8. The easement along with the obligations and terms of this Agreement shall run with the Grantor's Property and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and the parties shall execute and deliver any and all documents to evidence the rights and obligations herein provided in respect of each of the properties of the parties.

9. Any notice or other communication to be given under this Agreement shall be in writing and sent by United States registered or certified mail, postage prepaid, return receipt requested, or by a nationally-recognized overnight courier with signed receipt, or by messenger with signed receipt, addressed to the party to whom such notice is directed at, with notice to the Grantor to be addressed as set forth above and to Grantor's attorney: Jeffrey Schwartz, Esq., Wolf Haldenstein Adler Freeman & Herz, LLP, 270 Madison Avenue, New York, NY 10016, and with notice to Grantee to be addressed as set forth above, or to such alternative address(es) as may from time to time be designated by notice given in the manner provided for in this paragraph.



[illegible]

On the 11 day of March in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**JEFFREY M. SCHWARTZ**  
Notary Public, State of New York  
No. 02SC4887780  
Qualified in Westchester County  
Commission Expires March 2, 2015

STATE OF NEW YORK     )  
                                  ) ss.: **New York**  
COUNTY OF NEW YORK    )

On the 1 day of March in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared [REDACTED] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



STATE OF NEW YORK     )  
                                  ) ss.: *New York*  
COUNTY OF NEW YORK    )

On the 7 day of March in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



**SCHEDULE "A"**

(Grantor's Real Property Legal Description)

**SCHEDULE A**

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village and Town of Mamaroneck, County of Westchester and State of New York and known as Lot No. 5 on a certain map entitled, "Map of Greacen Terrace in the Village and Town of Mamaroneck, Westchester County, New York" made by Sal Spinelli, dated May 10, 1952 and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County on December 30, 1952 as Map No. 7897 and which Lot is more particularly bounded and described as follows:

**BEGINNING** at a point on the easterly side of Greacen Point Road where the same is intersected by the division line between Lots Nos. 4 and 5 on said map which point is distant 488.90 feet southwesterly as measured along said side of Greacen Point Road from the southerly side of Orienta Avenue;

**RUNNING THENCE** along the aforementioned division line, South 55 degrees 04 minutes 31 seconds East 371.76 feet to a point on the westerly side of the Green Meadow Subdivision;

**RUNNING THENCE** along said land, South 23 degrees 00 minutes 10 seconds West 122.65 feet to a point on the southerly line of Lot No. 5 on said map;

**RUNNING THENCE** along said southerly line of Lot No. 5, North 55 degrees 35 minutes 20 seconds West 377.08 feet to a point on the easterly side of Greacen Point Road;

**RUNNING THENCE** along said side of Greacen Point Road, North 25 degrees 42 minutes 20 seconds East 125 feet to the point or place of **BEGINNING**.

FOR  
CONVEYANCING  
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

**TOGETHER** with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

**SCHEDULE "B"**

(Grantee's Real Property Legal Description)

Schedule A Description

Title Number CSA10-04963-W

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ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Town of Mamaroneck, County of Westchester and State of New York being a portion of Lot no. 5 as shown on a certain map entitled, "Map of Fishing Hammock, Radcliff Property, Mamaroneck, Westchester Co., N.Y.," made by Purdy G. Sands and filed in the Westchester County Clerks Office, Division of Land Records, July 24, 1884 as Map No. 738 and more particularly bounded and described as follows:

BEGINNING at a point in the easterly side of Greacen Point Road, which point is distant southwesterly 613.90 feet from the corner formed by the intersection of the Southerly side of Orienta Avenue and the easterly side of Greacen Point Road;

RUNNING THENCE from said point of beginning and through said Lot No. 5, South 55 degrees 35 minutes 20 seconds East 377.08 feet to a point;

THENCE along the easterly boundary line of the premises herein described South 23 degrees 00 minutes 10 seconds West 122.66 feet to land now or formerly of G.W. Larson;

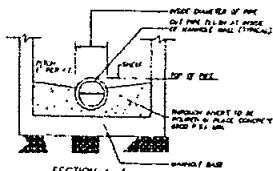
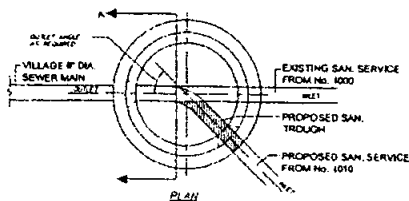
THENCE along said land now or formerly of G.W. Larson, North 56 degrees 05 minutes 12 seconds West 382.44 feet to the easterly side of Greacen Point Road, and

THENCE along said side of Greacen Point Road, North 25 degrees 42 minutes 20 seconds East 125 feet to the point or place of BEGINNING.

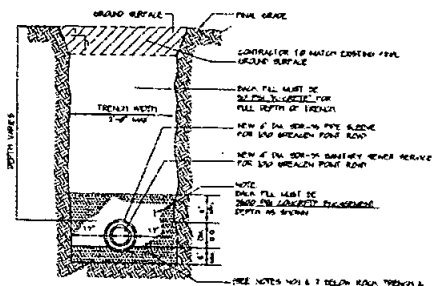


**SCHEDULE "C"**

(Description, Location and Specifications for Easement and Installation of Sewer Line)



2 MANHOLE TROUGH DETAIL  
N.T.S.



NOTES

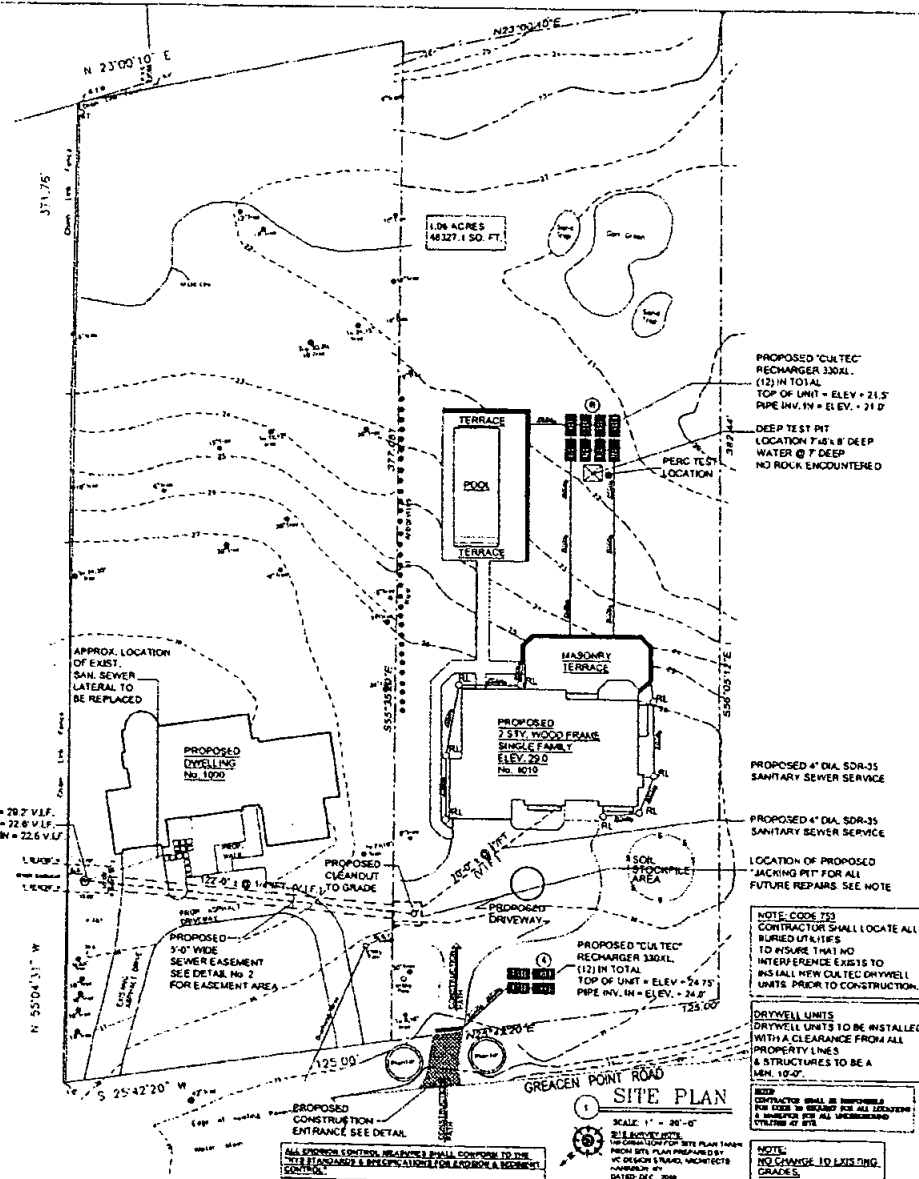
- WHERE SOLID OR UNDESIRABLE MATERIAL IS ENCOUNTERED IN THE BOTTOM OF TRENCH THE CONTRACTOR SHALL PROVIDE A HAND DRIVEN 1/4" (MINIMUM) SPACING IN TRENCH & DRAINAGE SHALL BE MAINTAINED IN TRENCH.
- IN ALL CASES DEPTH OF TRENCH SHALL BE AS INDICATED BY THE CONTRACTOR WITH A MINIMUM 5' DEPTH.

3 SANITARY SEWER SERVICE TRENCH DETAIL  
N.T.S.

GENERAL NOTES FOR SEWER EASEMENT

- ALL WORK SHALL BE INSTALLED PER DETAIL.
- SEWER EASEMENT SHALL INCLUDE PROVISION THAT PROHIBITS FUTURE REPAIRS THAT MAY BE REQUIRED ON THE SEWER SERVICE FOR 1010 GREACEN POINT ROAD BY REQUIRING ALL REPAIRS TO BE DONE BY SLEEVING NEW PIPE THRU A JACKING PIT FROM THE PROPERTY AT 1010 GREACEN POINT ROAD AND NO EXCAVATIONS WILL BE PERMITTED ON 1010 GREACEN POINT ROAD FOR REPAIRS.

PROPERTY OWNER OF 1010 GREACEN POINT SHALL PAY & PROVIDE FOR CLOSED CIRCUIT TELEVISION FLUSH-CLEANING OF FIRST PANEL (MANHOLE TO MANHOLE) OF THE VILLAGE SANITARY SEWER PRIOR TO COMMENCEMENT OF ANY WORK. VIDEO TO BE PROVIDED TO BOTH OWNERS & VILLAGE.



PROPOSED SEWER  
EASEMENT PLAN

FOR THE  
WEINSTEIN  
RESIDENCE

AT  
1010 GREACEN POINT RD  
MAMARONECK, N.Y.

SECTION: 9

BLOCK: 99

LOT: 10

ZONE: R-20



DO NOT SCALE DRAWINGS

NO.	REVISIONS	DATE
1	REVISED DRAWING	12/14/11
2	REVISED DRAWING	12/14/11
3	REVISED DRAWING	12/14/11
4	REVISED DRAWING	12/14/11
5	REVISED DRAWING	12/14/11
6	REVISED DRAWING	12/14/11
7	REVISED DRAWING	12/14/11
8	REVISED DRAWING	12/14/11
9	REVISED DRAWING	12/14/11
10	REVISED DRAWING	12/14/11

SITE PLAN, DETAILS  
& NOTES

Benedict A. Salanitro, P.E.  
CONSULTING ENGINEER

609 BROOK STREET  
Mamaroneck, New York 10543

PROJECT NO. 110111  
DATE: 12/14/11  
SCALE: AS NOTED  
DRAWN BY: P.S.  
CHECKED BY: P.S.

NOTES:  
1. CONTRACTOR SHALL LOCATE ALL BURIED UTILITIES TO INSURE THAT NO INTERFERENCE EXISTS TO ANY ALL NEW CULTEC DRYWELL UNITS PRIOR TO CONSTRUCTION.  
2. DRYWELL UNITS SHALL BE INSTALLED WITH A CLEARANCE FROM ALL PROPERTY LINES & STRUCTURES TO BE A MIN. 10' CLEARANCE.  
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & UTILITIES BEFORE ALL WORKING BEGINS AT SITE.

NO CHANGE TO EXISTING GRADES

DO NOT SCALE DRAWINGS