

EASEMENT AGREEMENT

THIS AGREEMENT made as of the 8th day of August 2016 by and between [REDACTED]

[REDACTED] dated February 1, 1989 as amended and restated as to a 50% undivided interest, and [REDACTED]

[REDACTED] dated February 1, 1989 as amended and restated as to a 50% undivided interest, residing at 1030 Greacen Point Road, Mamaroneck, New York (hereinafter referred to as the "GRANTORS") and the WESTCHESTER JOINT WATER WORKS, a Public Benefit Corporation organized and existing under the Laws of the State of New York, having its principal office and place of business at 1625 Mamaroneck Avenue, Mamaroneck, New York 10543 (hereinafter referred to as "WJWW" or as the "GRANTEE").

WITNESSETH:

WHEREAS, the Grantors are the owners of a certain tract of land situated, lying and being in the Town and Village of Mamaroneck, County of Westchester and State of New York which tract of land is more particularly described in certain Deeds to the Grantors recorded under Control No. 461190128 in the Westchester County Clerk's Office, Division of Land Records filed on May 8, 2006, and recorded under Control No. 461190169 in the Westchester County Clerk's Office, Division of Land Records filed on May 16, 2006.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and by these presents do agree as follows:

FIRST: WJWW has a ten foot (10') easement on Grantors' property for sanitary sewer and utility easement;

SECOND: The Grantors do hereby grant to the Grantee a perpetual and permanent easement and right-of-way in, under, across and over the property of the Grantor designated as the area described as 15.01 foot wide 15' Sanitary Sewer & Utility Easement on the document attached hereto as Exhibit "A", Survey of Spinelli Surveying surveyed February 1, 2016 and last dated April 4, 2016 which encompasses the existing eight inch (8") water pipe and is also described in Exhibit "B" attached hereto. Said easement and right-of-way is conveyed and shall be used by the Grantee for the sole purpose of installing, operating, maintaining, inspecting, repairing, replacing and relaying a water main with necessary valve, hydrants, fittings and

appurtenances thereto hereinafter referred to as a water main for the transmission and distribution of water as set forth herein;

THIRD: The Grantee agrees to vacate and extinguish five feet (5') of the existing easement and those five feet (5') that run from the property line to the middle of the existing ten foot (10') sanitary sewer and utility easement shall be vacated and waived and shall be of no further force and effect. Description of vacated portion of Easement is attached hereto as Exhibit "C". The net result of this exchange shall leave the Grantee with a 20.01 foot wide New 20' Sanitary Sewer & Utility Easement depicted in Exhibit D, which includes the 15.01 foot wide 15' Sanitary Sewer & Utility Easement on Exhibit "A" along with the remaining 5-foot area on Exhibit "A" which areas together constitute and shall be referred to as the "Easement Area."

FOURTH: OWNERSHIP AND RIGHT OF WAY – It is agreed that the said water main shall at all times remain the property of and subject to the sole control of the Grantee, its successors and assigns, forever and Grantors hereby authorize and empower the Grantee, its agents, servants, and workmen to enter in and upon the Easement Area with tools, materials and equipment for the purpose of installing said water main and at all times keeping the same in repair and inspecting, altering or connection to the same. The Grantors hereby authorize the Grantee, its successors and assigns, upon reasonable prior notice to Grantors, to enter in and upon the Easement Area with men and machinery, vehicles and materials at any and all times for the purpose of installing, operating, maintaining, inspecting, repairing, replacing and relaying the water main and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. It is agreed that no person shall do any work upon, or to affecting the said water main except duly authorized employees or agents of the WJWW who shall leave said main, and the Easement Area and Grantor's property, in as good condition as it was previous to such work, and specifically, WJWW shall both: (i) restore, reinstall, repair and replace any portion of Grantor's driveway, curbing, paved areas and gravel areas; and (ii) replace in kind any landscaping and plantings damaged in any way in connection with and/or as a result of the WJWW's installation, repair, alteration and/or connection of the water main, but once the water main is installed, connected, fully operational, WJWW shall not be obligated to restore landscaping other than re-sodding any grass which was removed upon entry or damaged as a result of any leak or pipe break. The WJWW shall also re-establish the new service connection and fully restore any area damaged along the back property line as result of the WJWW re-

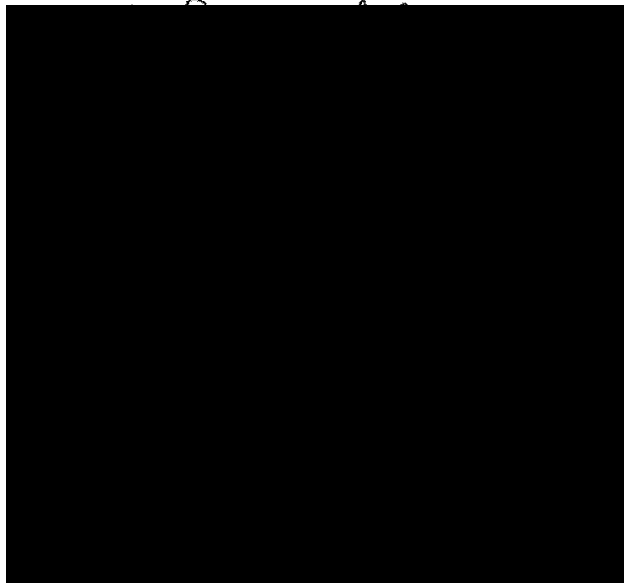
connection and/or other efforts. In connection with any work done on the Grantor's property, WJWW shall hand dig (not use machines) around the two large existing oak trees and any other mature trees and use best efforts not to impact the roots.

FIFTH: PRIOR RIGHTS – The Grantor agrees that in the event of any change in ownership or the dedication of any of the land in which the water main of the Grantee is installed, such transfer or change of title shall be made subject to the rights of the Grantee under this agreement.

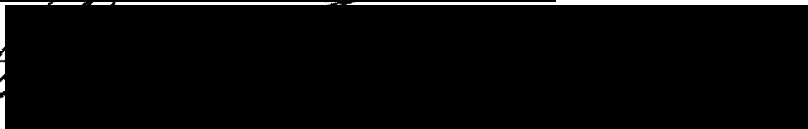
SEVENTH: Grantee shall indemnify and hold harmless Grantor from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, bonds, specialties, contracts, covenants, controversies, agreements, promises, variances, trespasses, judgments, damages, executions, claims and demands whatsoever, in law, admiralty or equity arising from this Easement Agreement, the Easement Area, and/or any actions of Grantee's agents, employees, representative, contractors and/or workers in connection with the Easement Agreement and/or Easement Area.

SIXTH: It is further understood and agreed that this agreement shall bind the heirs, legal representatives, successor or assigns of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.



By 



STATE OF NEW YORK :

COUNTY OF WESTCHESTER : ss:

On the 15 day of JULY, 2016, before me, the undersigned, personally appeared [REDACTED]

[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

DONALD GOLDSMITH
Notary Public, State of New York
No. 01GO6021034
Qualified in Westchester County
Commission Expires Dec. 6, 2017

STATE OF NEW YORK :

COUNTY OF WESTCHESTER : ss:

On the 15 day of JULY, 2016, before me, the undersigned, personally appeared [REDACTED]

[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.



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DONALD GOLDSMITH
Notary Public, State of New York
No. 01GO6021034
Qualified in Westchester County
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STATE OF NEW YORK :

COUNTY OF WESTCHESTER : \$6:

On the 8 day of August, 2016, before me, the undersigned, 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 as Manager with the [REDACTED] 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

PAUL NOTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4740754
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES SEPT. 30, 20 17

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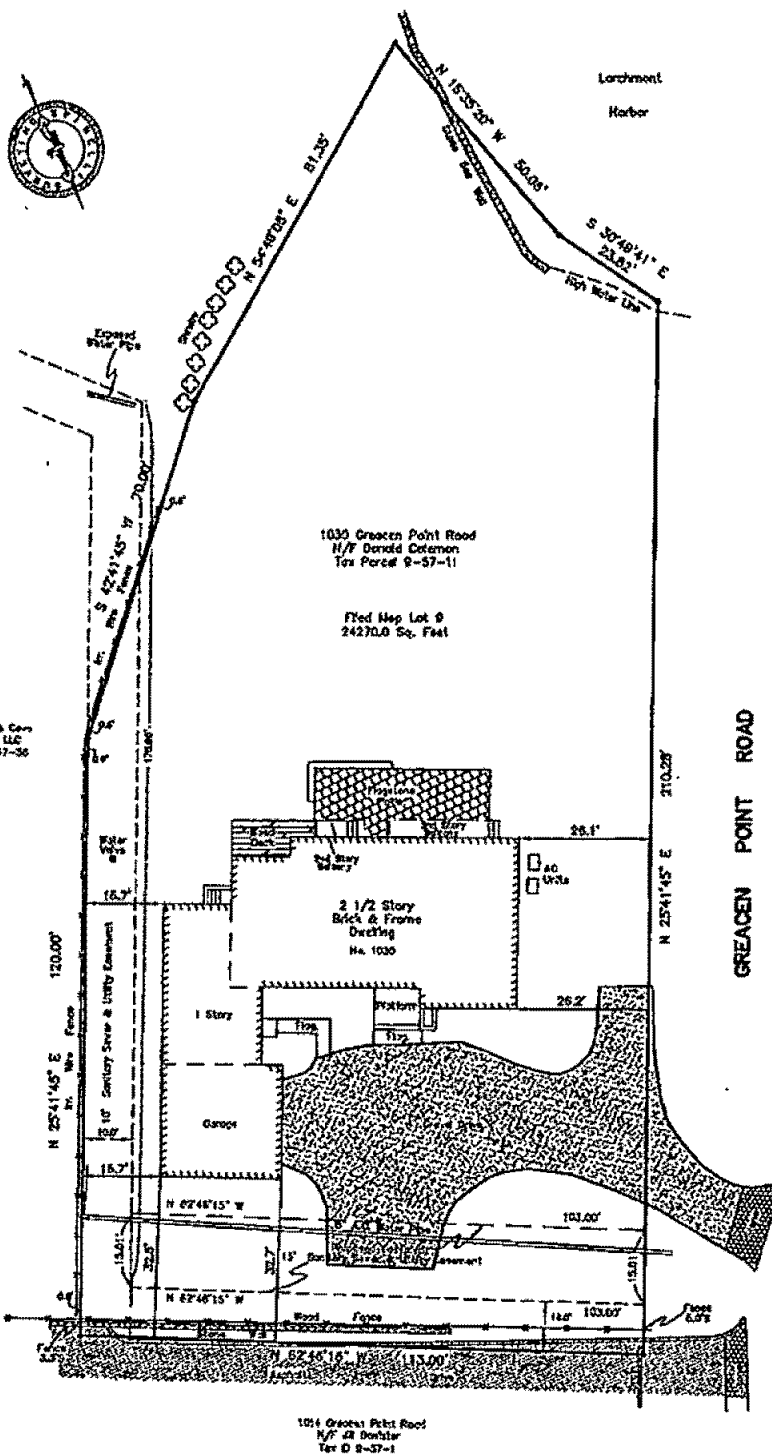
SURVEYING

650 Holstead Avenue
Monroeville, NY 10643
(914) 301-2337
www.schneidersurveying.com

22/4717 *PIRATE*

Survey of Lot 2 as shown on
"Subdivision Map of Storeycrest, in the
Village and Town of Kiraraueck,
Westchester County, New York"
Filed December 16, 1965 as Map No. 11709

Surveyed February 1, 2016
Map Drawn February 2, 2016
Add proposed easements April 4, 2016



810 Paces Corn
N/T DOP LLC
Tel: 800-57-38

1035 Green Point Road
H/F Donald Coleman
Tel Perth 9-57-11

Filed Map Lot 8
24270.0 Sq. Feet

16 Greatan Pkwy Road
N.Y. 11434
Tel. D 9-37-1

~~Richard A. Speltz, L.A. NYS Lic. 50975~~

-Unauthorized additions to alterations of this plan is a violation of Section 7203 of the N.Y.S. Education Law.

General Notes:

- Only visible utilities shown
- Survey performed with heavy snow cover.
- Not all features might be shown

Exhibit "B"

Description of a 15 foot easement through Lot 9 as shown on "Subdivision Map of Stonycress, in the Village and Town of Mamaroneck, Westchester County, New York" and filed in the Westchester County Clerk's office on December 16, 1965 as Map No. 14700.

Commencing at the most northerly corner of Lot 9, said point being along Greacen Point Lane where Lot 9 meets the lands now or formerly belonging to Hunter Kimball and Wife,

THENCE along the westerly boundary of Lot 9 S 25° 41' 45" W 10.00 feet to the true POINT AND PLACE OF BEGINNING;

THENCE running through Lot 9 and along the southerly side of an existing 10 foot easement as shown on filed map No. 14700 S 62° 46' 15" E 103.00 feet to the westerly side of said existing easement;

THENCE RUNNING along the westerly side of said existing easement S 25° 41' 45" West 15.01 feet;

THENCE running through Lot 9 N 62° 46' 15" W 103.00 feet to the westerly boundary Lot 9;

THENCE along the westerly boundary of Lot 9 N 25° 41' 45" E 15.01 feet back to the POINT AND PLACE OF BEGINNING.

EXHIBIT "C"

Description of a portion of a 10 foot easement to be extinguished that runs through Lot 9 as shown on "Subdivision Map of Stoneycrest, in the Village and Town of Mamaroneck, Westchester County, New York" and filed in the Westchester County Clerk's office on December 16, 1965 as Map No. 14700.

BEGINNING at the most northerly corner of Lot 9, said point being along Greacen Point Lane where Lot 9 meets the lands now or formerly belonging to Hunter Kimball and Wife.

THENCE along the northerly boundary of Lot 9 and the southerly boundary of lands now or formerly Hunter Kimball and wife S 62° 46' 15" E 113.00 feet to the westerly boundary of Lot 10;

THENCE RUNNING along the westerly boundary of Lot 10 S 25° 41' 45" West 5.00 feet;

THENCE running through Lot 9 N 62° 46' 15" W 113.00 feet to the westerly boundary Lot 9;

THENCE along the westerly boundary of Lot 9 N 25° 41' 45" E 5.00 feet back to the POINT AND PLACE OF BEGINNING.

General Notes:
-Only visible utilities shown
-Survey performed with heavy snow cover.
Not all features might be shown.