

GRANT OF SIGHT EASEMENT

This Indenture made the ____ day of _____, 2019, between BEACON 226 MAIN STREET, LLC, with offices at One East Main Street, Beacon, New York 12508 (hereinafter referred to as the “Grantor”), as owner of property described at Schedule “A” attached hereto and made a part hereof and shown as Lot 2 on a map entitled “Subdivision Plat prepared for Beacon 226 Main Street LLC” dated April 20, 2018, last revised July 13, 2018, prepared by TEC Land Surveying, filed in the Dutchess County Clerk’s Office on April 5, 2019 as Filed Map No. 514A, (the “Premises”) , and the CITY OF BEACON, with offices at One Municipal Plaza, Beacon, New York 12508, (hereinafter referred to as the “Grantee”).

W I T N E S S E T H :

In consideration of the sum of One Dollar (\$1.00), lawful money of the United States, and paid by the City of Beacon, receipt of which is hereby acknowledged, and in further consideration of the promises set forth below, the Grantor does give and grant unto the Grantee, its successors and assigns forever, a permanent easement on and over the Premises, the same being more particularly bounded and described in Schedule “B” attached hereto and made a part hereof (the “Sight Easement Area”) upon the following terms and conditions:

1. The easement granted herein is for the purpose of maintaining sight lines and visibility along Union Street and St. Luke’s Place, including clearing, pruning, or regrading so as to maintain a clear line of sight in either direction across the triangular Sight Easement Area between the observer’s eye 3.5 feet above the pavement surface on one street and an object one foot above the pavement surface on the other side.
2. The initial establishment of clear sight lines with the Sight Easement Area shall be the responsibility of the Grantor. Thereafter, Grantor shall maintain clear sight lines as

described in Paragraph 1. In the event the Grantor fails to establish said sight lines, or fails to maintain the sight lines as described in Paragraph 1, the Grantee shall have the right, but not the obligation, to enter upon and clear, regrade and maintain, as necessary, the Sight Easement Area for the purposes described herein. In the event the City exercises its right to enter the Sight Easement Area, the City will restore the Sight Easement Area to the same condition that it was prior to the performance of any clearing, to the greatest extent practicable, except that the City's sole obligation in this regard shall be to rough grade and seed the surface of the Sight Easement Area, as necessary. It is expressly understood that it may be necessary to remove as part of said work trees, shrubs or bushes presently, or which may in the future be located within the Sight Easement Area. Any dispute as to restoration of the Sight Easement Area shall be submitted to arbitration pursuant to the Rules of the American Arbitration Association.

3. The Grantee shall have the right of ingress and egress by man, motor vehicle, and any equipment necessary over the Sight Easement Area to effectuate the purposes of this easement.
4. The Grantor hereby covenants that the Grantor is seized of the Premises in fee simple and has good right to convey this easement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and shall execute and deliver any further documents necessary to assure the easement granted hereto to the Grantee.
5. Should any covenant, easement or restriction herein contained, of any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void,

invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be several and which shall remain in full force and effect.

6. All references to Grantor herein shall include its successors and/or assigns. This easement shall be recorded in the Office of the Dutchess County Clerk and is binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor and Grantee, have duly executed this easement as of the day and year first above written.

226 MAIN STREET, LLC

By _____
Gary Joseph, Member

CITY OF BEACON

By _____

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.

On _____ 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY JOSEPH 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

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.

On _____ 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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

R&R:

Schedule A – Description of Property, Lot 2
Schedule B – Description of Easement, Sight Easement

Description of Property

Tax Parcel No. 156634

All that certain piece, plot or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, also know as Tax Parcel No. 6054-38-156634 and being more particularly described as follows:

Beginning at a point on the east side of St. Luke's Place, said point lying on the division between the herein described parcel and lands, now or formerly, of Cancel (Doc. No. 02-2012-1298); Thence along said division and along lands, now or formerly, of Christ Methodist Church (L. 1111 p. 131) South 58° 21' 00" East a distance of 161.04 feet generally along a chain link fence to a point; Thence along lands, now or formerly, of Piga (L. 1938 p. 373) South 28° 50' 35" West a distance of 105.52 feet generally along a chain link fence to a point, passing through an iron pipe on line near said point; Thence along the north side of Union Street, North 59° 56' 11" West a distance of 166.40 feet to a point; Thence along St. Luke's Place North 31° 42' 53" East a distance of 110.00 feet to the Point of Beginning.

Description of Easement

Sight Easement

Beginning at the southwest corner of Lot 2 as shown on a map entitled "Subdivision Plat Prepared For Beacon 226 Main Street LLC" prepared by TEC Land Surveying and filed with the Dutchess County Clerk's office on April 5, 2019 as Map No. 514A; Thence along the east side of St Luke's Place and the west line of the said Lot 2, North $31^{\circ} 42' 53''$ East a distance of 25.00 feet to a point; Thence through said Lot 2, South $13^{\circ} 14' 17''$ East a distance of 35.38 feet to a point on the north line of lands to be dedicated to the City of Beacon for highway use, as shown on the aforementioned Map No. 514A; Thence along the north line of said dedication, North $58^{\circ} 11' 27''$ West a distance of 25.00 feet to the Point of Beginning.