

AGREEMENT GRANTING SEWER LINE EASEMENT

This Easement made the ____ day of _____, 2018, by and between JOHN MILANO, JR., residing at 29 Lydia Drive, Beacon, New York 12508, as "Grantor", and the CITY OF BEACON, a municipal corporation having its principal offices at One Municipal Plaza, Beacon, Dutchess County, New York 12508 as "Grantee".

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in the City of Beacon, Dutchess County, New York, as more fully shown and designated as tax map numbers 130200-6054-37-070632 and known as 135-137 Spring Valley Street, which property was acquired by deed dated October 5, 1993 and recorded December 1, 1993 in Liber 1936 at page 653 in the Dutchess County Clerk's Office; and

WHEREAS, by Resolution adopted on JUNE 2, 2016 by the City of Beacon Planning Board granted Grantor Final Subdivision Plat Approval to subdivide the parcel; said parcels appear on the plans entitled "Subdivision Plat Milano Subdivision", and recorded in the Dutchess County Clerk's Office as Map Number ____; and

WHEREAS, the aforesaid Final Subdivision Plat Approval was granted on the condition that an easement be granted to the City of Beacon for access over the Grantor's property for maintenance of sewer lines; and

WHEREAS, Grantor is willing to give Grantee a sewer easement over, on and under certain portions of the Green property as more particularly described in the legal description in Schedule "A" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"), for the above stated purpose.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, given by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant, sell, release and convey to Grantee, its successors and assigns forever, a sewer easement ("Sewer Easement") as dedicated and described in Schedule "A" ("Easement Area"), for the purpose of using, inspecting, maintaining, repairing and replacing the sewer trunk line for the transportation of sewage. The Sewer Easement shall include with it the right to enter and remain upon the property for the purposes of carrying out the activities authorized pursuant to this Agreement. Except as provided in the aforementioned Approved Plans, Grantor agrees that no structures of any kind shall be erected, constructed, maintained or reconstructed over Easement Area. Grantor shall neither cause nor allow any act or omission that would unreasonably interfere with Grantee's ability to exercise its rights pursuant to this Agreement.

2. Grantee hereby covenants and agrees that whenever it excavates or otherwise disturbs the surface of the Easement Area, it shall, at its own cost and expense and to the extent practicable, restore the Easement Area to its pre-disturbed condition upon completing whatever work necessitated the disturbance.

3. Grantor, for itself and its heirs, successors and assigns, reserves the right to fully use and enjoy the Easement Area herein described, subject to the terms of this Agreement.

4. The rights and obligations set forth herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Any deed for the sale, purchase or exchange of any real property

affected by this Agreement, shall incorporate language giving notice thereof to the prospective purchaser.

5. This Agreement may not be altered, modified, amended, waived, extended, changed, discharged, or terminated except in writing signed by the parties hereto, which consent shall not be unreasonably withheld by either party.

6. If any provision of the foregoing is deemed unenforceable by the final judgment of a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

7. This Agreement shall be promptly recorded at Grantor's sole cost and expense in the Office of the Dutchess County Clerk, Division of Land Records. Grantor shall provide Grantee with proof of such recording within thirty (30) days after recording.

WHEREFORE, the parties have signed this Agreement as of the day and year first above written.



John Milano, Jr.

CITY OF BEACON

By _____

State of New York, County of Dutchess, ss:

On the 12 day of June in the year 2018 before me, the undersigned, personally appeared John Milano, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NICOLE CORNEYEA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6263347
Qualified in Dutchess County
My Commission Expires 06-11-2020

Nicole Corneyea
Notary Public

State of New York, County of Dutchess, ss:

On the day of in the year 2018 before me, the undersigned, personally appeared of the City of Beacon personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Gary R. LaTour
NEW YORK STATE LICENSED LAND SURVEYOR
License No. 049457
273 East Main Street
Beacon, New York 12508-3515

July 31, 2017

UTILITY EASEMENT - JOHN MILANO, JR. TO THE CITY OF BEACON

All that certain tract or parcel of land situate in the **City of Beacon**, County of Dutchess and State of New York, being a 20 feet wide utility easement crossing Lots 1 and 2 as shown on a map entitled "**Subdivision Plat, Milano Subdivision**" and filed in the Dutchess County Clerk's Office on _____ as Map # _____, said easement being more particularly bounded and described as follows:

Beginning at a point in the northeasterly line of lands now or formerly of Brunelli (Liber 1997 page 437) distant North 50-56-40 West 127.92 feet from its intersection with the northwesterly line of Spring Valley Street, and running from thence along the northeasterly line of said Brunelli, North 50-56-40 West 20.06 feet; thence running through Lots 1 and 2 on said Milano subdivision plat, North 43-23-00 East 130.13 feet and North 62-28-00 East 75.67 feet to a point in the southwesterly line of lands now or formerly of Burns (Document #02-2006-3059); thence along the same, South 41-40-00 East 20.62 feet; thence running through Lot 2, South 62-28-00 West 77.34 feet to a point in the northeasterly line of Lot 1; thence running through Lot 1, South 43-23-00 West 125.25 feet to the point of beginning.

Containing 4,084 square feet or 0.094 acres of land.

Being a portion of the premises conveyed by the First Federal Savings and Loan Association of Rochester to John Milano, Jr. by deed dated October 5, 1993 and recorded in the Dutchess County Clerk's Office on December 1, 1993 in Liber 1936 of Deeds at page 653 (Document #02-1993-7967).



