

GRANT OF WATER EASEMENT

THIS INDENTURE, made this ____ day of _____, 2018, between LORI JOSEPH BUILDERS, INC., a New York Corporation , with offices at One East Main Street, Beacon, New York 12508, as owner of property described at Schedule “A” attached hereto and made a part hereof and shown as Lot 1 and Lot 2 on a Plat entitled “Fairview Subdivision” to be filed in the Dutchess County Clerk’s Office on _____ as Filed Map No. _____, (hereinafter referred to as the “Grantor”), and the CITY OF BEACON, a municipal corporation with an address of 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 (\$1.00) Dollar, lawful money of the United States, actual consideration, and in the further consideration of the promises set forth below, the Grantor hereby grants and releases unto the Grantee its successors and/or assigns forever, a Permanent Easement upon the following terms and conditions:

1. GRANT OF PERMANENT EASEMENT. The Grantor grants unto the Grantee a Permanent Water Easement in, on, under and through that portion of Grantor’s parcel hereinafter described and called Permanent Easement Area and more particularly described at Schedule “B” attached hereto and made a part hereof, for the purposes of establishing a water line easement to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect a water line system, including water lines, pipes, pump stations, hydrants, manholes and appurtenances, or a combination thereof, for the purpose of conveying water in, on, over, under, across and through the real property described in Schedule “A” attached hereto (the “Premises”).

2. The Grantor hereby covenants that the Grantor is seized of the Premises in fee simple and has good right to convey this easement; shall not erect any buildings, walls, fences, structures or other improvements, shall not interfere with or cause injury or damage to said water lines, pipes, appurtenances and materials, 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. Grantor may connect to the City of Beacon sewer system located on Glenn Avenue through this easement as shown on Filed Map No _____.

3. The Grantee shall have the right of ingress and egress by man, motor vehicle, and any equipment necessary to effectuate the purposes of this Water Easement.

4. In the event that the Grantor, its successors and/or assigns, fails to maintain the Permanent Easement Area as aforesaid, the Grantee may remove all structures, obstructions, and charge the cost of the same to the Grantor or its successors and assigns.

5. All references to Grantor herein shall include its successors and/or assigns.

IN WITNESS WHEREOF, the Grantor and Grantee, have executed this instrument as of the date and year first above written.

LORI JOSEPH BUILDERS, INC.

By: _____
Gary Joseph, President

CITY OF BEACON

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS.:

On _____, 2018 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/she executed the same in his/her capacity, and that by his/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)
COUNTY OF DUTCHESS) SS.:

On _____, 2018 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:

Keane & Beane, P.C.
200 Westage Business Center, Ste 120
Fishkill, New York 12524

Attn: Nicholas M. Ward-Willis, Esq.

SCHEDULE A

Premises

Lot 1

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, being Lot 1 as shown on a map entitled, "Plat Prepared for Fairview Subdivision" prepared by TEC Land Surveying and filed with Dutchess County Clerk's office on _____, _____ as Map No. _____ and being more particularly described as follows:

Beginning at a point near an iron pipe on the northwesterly bounds of Washington Avenue; Thence, along lands, now or formerly, of Capparelli (Lot 5 FM 1676) and lands, now or formerly, of Rivera (Lot 43 FM 1676), North 48° 30' 00" West a distance of 120.00 feet to a point lying on the division between Lot 2 on said Map No. _____ and the herein described parcel; Thence, along Lot 2 of said map, North 41° 30' 00" East a distance of 94.75 feet to a point; Thence, along Tax Lot No. 6055-82-656107, South 48° 30' 00" East a distance of 120.00 feet to a point; Thence, along the northwesterly bounds of said Washington Ave, South 41° 30' 00" West a distance of 94.75 feet to the place or Point of Beginning.

Containing 11,370 ft² or 0.261 Acres, more or less.

Lot 2

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, and being shown as Lot 2 on a map entitled, "Plat Prepared for Fairview Subdivision" prepared by TEC Land Surveying and filed with the Dutchess County Clerk's office on _____, _____ as Map No. _____ and being more particularly described as follows:

Commencing from a point near an iron pipe lying on the northwesterly bounds of Washington Avenue, said point being the southwesterly corner of Lot 1 on the aforementioned Map No. _____; Thence, North 48° 30' 00" West a distance of 120.00 feet to the Point of Beginning, said point being the Southwesterly corner of the herein described parcel; Thence, along lands, now or formerly, of Rivera (Lot 43 FM 1676) and Glen Avenue, a private road, North 48° 30' 00" West a distance of 120.00 feet to a point, passing over an iron pipe at 80.00 feet; Thence, along lands, now or formerly, of City of Beacon (Liber 1269 Page 677), North 41° 30' 00" East a distance of 150.00 feet to an iron pipe; Thence, along lands, now or formerly, of Hayes (Doc. No. 02-2000-1478), South 48° 30' 00" East a distance of 120.00 feet to a point; Thence, along Tax Lot No. 6055-82-656107 and Lot 1 of the aforementioned Map No. _____, South 41° 30' 00" West a distance of 150.00 feet to the place or Point of Beginning.

Containing 18,000 ft² or 0.431 Acres, more or less.

SCHEDULE B

Permanent Easement Area

Water Easement

Beginning at a point near an iron pipe, being the southwesterly corner of Lot 1 on a map entitled "Plat Prepared for Fairview Subdivision" prepared by TEC Land Surveying and filed in the Dutchess County Clerk's office on _____, _____ as Map No. _____; Thence, along lands, now or formerly, of Capparelli (Lot 5 FM 1676) and lands, now or formerly, of Rivera (Lot 43 FM 1676), North 48° 30' 00" West a distance 120.00 feet to a point lying on the division between Lot 1 and Lot 2 on said Map No. _____; Continuing thence along Rivera and also along Glen Avenue, a private road, North 48° 30' 00" West a distance of 120.00 feet, passing over an iron pipe at 80.00 feet, to a point, said point being the northwesterly corner of Lot 2 on said Map No. _____; Thence, along Lot 2 and lands, now or formerly, of the City of Beacon (Liber 1269 Page 677), North 41° 30' 00" East a distance of 30.00 feet to a point; Thence, through Lot 2 and Lot 1, South 48° 30' 00" East a distance of 240.00 feet to a point lying on the northwesterly bounds of Washington Avenue; Thence, along Washington Ave, South 41° 30' 00" West a distance of 30.00 to the place or Point of Beginning. Being a strip of land 30 feet in width and 240.00 feet in length, along and parallel to the southwesterly bounds of Lot 1 and Lot 2 of said Map No. _____.

Containing 7,200 ft² or 0.165 Acres, more or less.