

**TOWN OF HARRISON  
VILLAGE OF HARRISON  
ATTORNEY'S OFFICE**


**MEMORANDUM**

TO: Richard Dionisio, Supervisor/Mayor  
Members of the Town and Village Boards

FROM: Jonathan D. Kraut, Village Attorney

DATE: March 25, 2024

SUBJECT: **Proposed Easement Agreement Between 3 WPD Apartments, LLC,  
the Town/Village of Harrison and Westchester Joint Water Works**



E-1  
V-E-3

Attached herewith is a proposed Easement Agreement between 3 WPD Apartments, LLC, the Town/Village of Harrison and Westchester Joint Water Works.

I respectfully request authorization for the Supervisor/Mayor to execute the Agreement and related transfer documents, following final approval of the Agreement and its exhibits by the Law Department and Town Engineer.

JDK:ld

Attachment

cc: Michael Amodeo, Town Engineer

## **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between **3 WPD APARTMENTS LLC, LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware, having an office located at 2276 Washington Street, Suite 100, Newton Lower Falls, MA 02462 (hereinafter referred to as “Grantor”) and **WESTCHESTER JOINT WATER WORKS (“WJWW”)**, 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 10528, and the **TOWN and VILLAGE OF HARRISON** being municipal corporations located at 1 Heineman Place, Harrison, New York 10528 (WJWW and Town and Village of Harrison hereinafter jointly referred to as “Grantee”). Grantor and Grantee shall collectively be referred to herein as the “Parties”.

### **WITNESSETH:**

**WHEREAS**, the Grantor is the owner in fee of a certain tract of land situated, lying and being in the Town and Village of Harrison, with the Tax Map designations of Block 631 Lots 18.01 and 18.02, situated in the Town and Village of Harrison, County of Westchester, State of New York (the “Property”), shown and designated as Lots 18.01 and 18.02 (the “Lots”, which may also collectively be referred to as “the Property”) on that certain subdivision plat entitled “Final Subdivision Plat”, dated October 15, 2021, and recorded in the Office of the Clerk of the County of Westchester (Land Records Division) on December 16, 2021 as Filed Map number 29591 (the “Map”), and which Property is more particularly described in Exhibit A annexed hereto and made a part hereof; and

**WHEREAS**, as depicted on the Map there shall be an easement for the common water main to service the Lots to be installed, conveyed, and/or dedicated to WJWW and the Town over the Lots and the private roadway comprised of paving, curbing, and stabilized turf (the “Roadway”) servicing the Lots; and

**WHEREAS**, in accordance with the plan entitled “Water Line Easement Exhibit Sketch”, and dated September 1, 2023 (the “As-Built Plan”), which is annexed hereto as Exhibit B and made a part hereof, the Facilities (as hereinafter defined) were built within the Easement Area (as hereinafter defined); and

**WHEREAS**, the Grantor wishes to grant a perpetual and permanent easement and right of way to Grantee as more fully described herein; and

**NOW, THEREFORE**, in consideration of the sum of One and 00/100 (\$1.00) Dollar, lawful money of the United States, actual consideration paid by the Grantee, the Parties agree that the Property shall be held, sold, conveyed, transferred and occupied subject to the covenants, restrictions and easement set forth herein.

1. Easement. Grantor hereby grants and releases unto the Grantee, its successors and assigns forever, a Fifteen (15) foot wide non-exclusive, perpetual and permanent easement and right of way in, under, across and over the areas of the Property contained within the easement area described in Exhibit C annexed hereto (the “Easement Area”), giving the right to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect a water system, including lines, pipes, conduits, valves, connections, materials and appurtenances, or a combination thereof, for the purpose of conveying water in, on, over, under, across and/or through said Easement Area (the “Facilities”). Grantor also hereby grants and conveys unto the Grantee all of the Grantor’s right, title and interest in and to the lines, pipes,

conduits, valves, connections, materials, appurtenances and other Facilities installed or placed in, on, over, under, across and/or through the Easement Area.

2. Grantor Work. Grantor shall complete the improvements of the Facilities at its sole cost and expense, in accordance with the plans, specifications, rules, regulations and other requirements of WJWW and in accordance with all applicable statutes, laws and pertinent regulations, and shall be directed by and obey the instructions of the WJWW engineers or its authorized representative on the job. All materials supplied by the Grantor shall meet WJWW specifications and shall be subject to WJWW approval prior to being ordered by Grantor.

3. Ownership and Right of Way. It is agreed that the Facilities, shall at all times remain the property of, and subject to the sole control of the Grantee, its successors and assigns, forever. Grantor hereby authorizes and empowers the Grantee, its agents, servants, authorized representatives and workmen to enter in and upon the Easement Area with tools, materials and equipment for the purpose of keeping the Facilities in repair and inspecting, altering or connecting to the same. The Grantor hereby authorizes the Grantee, its successors and assigns, upon reasonable prior notice to Grantor, to enter in and upon the Easement Area, as reasonably practicable, 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 Facilities. It is agreed that no person shall do any work upon, to, or affecting said Facilities except duly authorized employees or agents of WJWW who shall leave said Facilities and restore the disturbed portions of the Easement Area in as good condition as it was prior to such work. Grantor shall be responsible for settlement around the Facilities within the Easement Area including within any paved portion of the Roadway. WJWW shall only be responsible for repairing the Roadway within the limits of disturbance due to its work upon, to or affecting the Facilities within the Easement

Area. Grantor shall at all times be responsible for customary maintenance of the Roadway, including, but not limited to damage caused by settlement and normal wear and tear of the Roadway. Grantor hereby agrees it shall not build nor allow to be built any structure on, in or over the Easement Area without the prior approval of WJWW, however, Grantor shall be permitted to install the Roadway, paving, plantings, landscaping, and any other legal improvement in the Easement Area, so long as such improvements do not obstruct the Grantee's ability to access the Facilities or interfere with the operation of the Facilities for their intended purpose. However, Grantor may not install plantings and/or landscaping having root systems which have potential to impact the Facilities. WJWW reserves the right to remove impactful plantings and/or landscaping as necessary for general maintenance of the Facilities or to gain access to Facilities with no obligation to restore or replace such plantings and/or landscaping.

4. Prior Rights. Grantor agrees that in the event of any change in ownership or the dedication of any of the Easement Area, such transfer or change of title shall be made subject to the rights of Grantee under this Agreement. Any mortgages or liens on the Property shall be subordinated to this Agreement, and evidence of ownership containing this subordination shall be furnished to Grantee in the form of a satisfactory Certificate of Title at the time of execution of this Agreement.

5. Change of Grade. Any change in grade of more than six inches (6") of either cut or fill from the approved cover after acceptance of the improvements to the Facilities by the WJWW, made or permitted to be made by Grantor without prior written approval of the WJWW may necessitate the replacement or relocation of the Facilities to a depth acceptable to WJWW at the expense of Grantor. Such replacement or relocation shall be done in accordance with WJWW design and specifications and under its supervision and inspection. Where approval of work is

required from the Westchester County Department of Health ("WCDH"), notification of WCDH of such work shall be made no more than thirty (30) calendar days after WJWW notifies Grantor of the violation of the easement terms and the necessity to replace or relocate the Facilities, and said work shall commence no more than thirty (30) calendar days after receipt of WCDH approval. If WCDH approval is not required, such work shall be commenced no more than thirty (30) calendar days after WJWW notifies Grantor of the violation of the easement terms and the necessity to replace or relocate the Facilities. Thereafter, WJWW shall be empowered to enter the Easement Area, perform the necessary work, and shall bill Grantor for all expenses incurred. If such bill is not paid within thirty (30) days of the date it is rendered, WJWW shall have the right to seek collection by any lawful means, including filing a lien against the Property.

6. Adjacent Construction. It is agreed by Grantor that no other pipes or conduits shall be laid within two feet (2') measured horizontally from the Facilities except pipes crossing same at or near right angles in which case, a minimum distance of six inches (6") shall be maintained between the pipes. Nothing herein shall preclude the Grantor from repairing, maintaining, or replacing pipes already installed on the Property in their existing locations. No excavation or blasting shall be carried on which in any way endangers the Facilities. However, should Grantor wish to relocate any portion of the Facilities in the future and the location is acceptable to WJWW, WJWW shall then move said Facilities to said new location, and the whole cost of such moving and altering and any expense incidental thereto shall be borne by Grantor. It is further understood and agreed that in case of any damage to the Facilities, or other injuries to the Facilities of the Grantee in connection therewith, which are caused by the act or neglect of the Grantor, the amount of such damage shall be paid to the Grantee by the Grantor.

7. Indemnification. Grantee shall hereby indemnify and agree to hold harmless the Grantor, its successors and assigns, from and against any and all claims of its personnel and any other persons or parties and any and all damage to property of the Grantor, except as otherwise provided herein, caused by or through the Grantee's conduct and/or the activity of its agents or contractors, but not by any intervening negligence of the Grantor, its representatives or agents, which arise as a result of any work performed upon the Facilities by Grantee, its agents or contractors.

8. Amendment. This Agreement may not be amended except in a writing signed by the Parties, or their respective successors in fee interest.

9. Severability. Invalidity of any one of the provisions of this Agreement by judgment or court order shall not affect the validity of any other provision which shall remain in full force and effect.

**IT IS FURTHER UNDERSTOOD AND AGREED** that this Agreement shall bind the heirs, legal representatives, successors, or assigns of the Parties hereto, and shall run with the land.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year first above written.

**[SIGNATURE PAGE TO FOLLOW]**

Grantor:

3 WPD APARTMENTS LLC, a Delaware limited liability company

By: 3WPD Harrison Venture, LLC, a Delaware limited liability company  
Its sole member

By: 3WPD MTV LLC, a Delaware limited liability company  
Its manager

By: NECH 101 3WPD, L.P., a Delaware limited partnership  
Its manager

By: Maple Multi-Family Development, L.L.C, a Texas limited liability  
company  
Its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantee:

TOWN OF HARRISON

\_\_\_\_\_  
By:  
Title: Supervisor

Grantee:

VILLAGE OF HARRISON

\_\_\_\_\_  
By:  
Title: Mayor



Grantee:

WESTCHESTER JOINT WATER WORKS

By: \_\_\_\_\_

Title:

DRAFT

SECTION:

**RECORD & RETURN TO:**

BLOCK:

LOT:

COUNTY OR TOWN:

PURPORTED  
ADDRESS:

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        ) ss.:

On the    day of                    , in the year 2023, 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(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

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        ) ss.:

On the    day of                    , in the year 2023, 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(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

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        ) ss.:

On the    day of                    , in the year 2023, 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(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

STATE OF \_\_\_\_\_ )

s.s.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared \_\_\_\_\_, 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

**Exhibit A**

[LEGAL DESCRIPTION OF THE PROPERTY]

DRAFT

**Exhibit B**

[AS-BUILT PLAN]



**Exhibit C**  
[DESCRIPTION OF THE EASEMENT AREA ]

DRAFT



Title No. NCS-874129-SNANT

**SCHEDULE "A"**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE AND TOWN OF HARRISON, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF WESTCHESTER AVENUE, WHERE THE SAME IS INTERSECTED BY THE SOUTHEASTERLY SIDE OF GANNETT DRIVE;

RUNNING THENCE ALONG THE SOUTHEASTERLY SIDE OF GANNETT DRIVE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 28° 34' 11" EAST 557.18 FEET TO A POINT OF CURVE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 575.00 FEET, A DISTANCE OF 415.08 FEET TO A POINT;

THENCE SOUTH 38° 34' 47.6" EAST 284.24 FEET; AND

SOUTH 53° 45' 47.0" EAST 477.63 FEET TO THE NORTHERLY LINE OF LAND NOW OR FORMERLY OF CORPORATE PARK DEVELOPMENT ASSOCIATES;

THENCE ALONG SAID LAND,

SOUTH 71° 13' 27" WEST 1141.95 FEET TO THE NORTHEASTERLY SIDE OF WESTCHESTER AVENUE;

THENCE ALONG THE NORTHEASTERLY SIDE OF WESTCHESTER AVENUE, NORTH 25° 14' 04" WEST 130.05 FEET TO THE POINT OR PLACE OF BEGINNING.

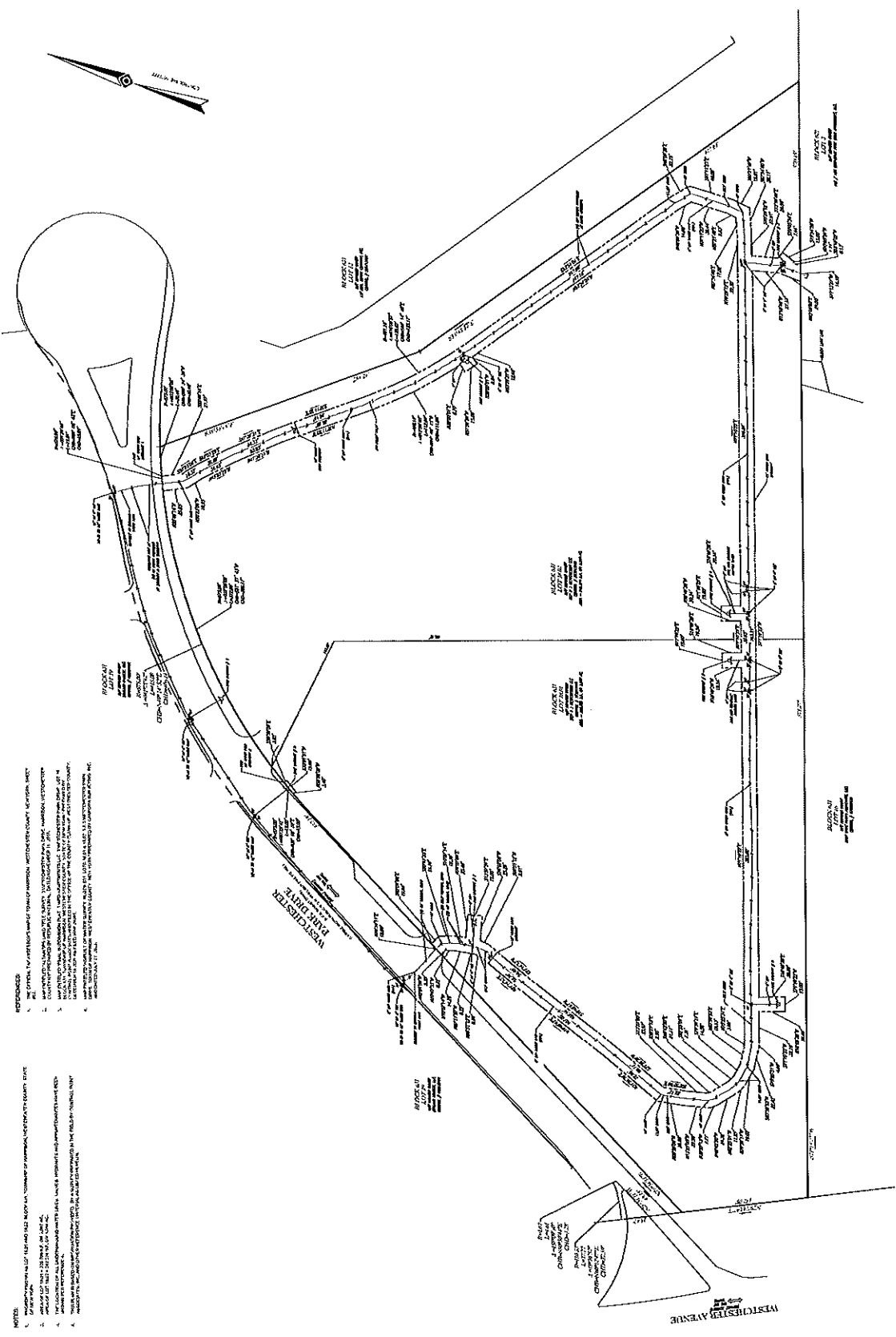
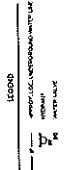
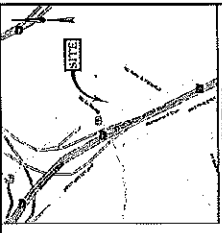
TOGETHER WITH THE BENEFITS OF AGREEMENT RECORDED IN LIBER 7768 PAGE 236.

TOGETHER WITH AND SUBJECT TO AN EASEMENT OF RIGHT OF WAY IN COMMON WITH OTHERS FOR INGRESS, EGRESS AND UTILITIES TO AND FROM THE ABOVE DESCRIBED PREMISES OVER GANNETT DRIVE TO WESTCHESTER AVENUE, A PUBLIC STREET IN THE TOWN OF HARRISON, NEW YORK AS SHOWN ON FILED MAP #20212 FILED IN THE WESTCHESTER COUNTY CLERKS OFFICE ON MARCH 28, 1980.

**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.

**FOR CONVEYANCING ONLY: 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.





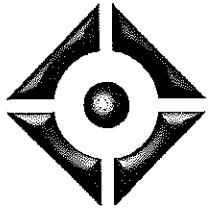
- NOTES:**
1. THE EASEMENT FOR THE WATER LINE IS SHOWN IN THE ATTACHED EASEMENT DEED.
  2. THE EASEMENT FOR THE WATER LINE IS SHOWN IN THE ATTACHED EASEMENT DEED.
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- REFERENCES:**
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PROJECT: WATER LINE EASEMENT ENLIGHTEN SWITCH	
CLIENT: MCT II 3 WESTCHESTER LLC	
LOCATION: 1.5 MILES WEST OF WESTCHESTER, MISSOURI	
DRAWN BY: MICHAEL WOLFE	
CHECKED BY: MICHAEL WOLFE	
DATE: 04/11/2023	
SCALE: AS SHOWN	
SHEET: 1 OF 1	

THESE PLANS HAVE BEEN PREPARED BY THE ENGINEER OR ARCHITECT AND TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS.

**MICHAEL WOLFE**  
Professional Engineer  
State of Missouri  
License No. 041180440



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

30 Independence Blvd  
Suite 100  
Warren, NJ 07059  
Tel: 908.668.0099  
cpasurvey.com

REVISION 1  
MARCH 25, 2024  
01-110024-10

METES AND BOUNDS DESCRIPTION  
PROPOSED 15' WIDE WATER MAIN EASEMENT  
PORTION OF LOTS 18.01 & 18.02, BLOCK 631,  
TOWN OF HARRISON, WESTCHESTER COUNTY  
STATE OF NEW YORK

## EASEMENT 1

BEGINNING AT POINT ON THE SOUTHERLY LINE OF WESTCHESTER PARK DRIVE (VARIABLE WIDTH, PUBLIC R.O.W., A.K.A. GANNET DRIVE), SAID POINT BEING THE FOLLOWING COURSE FROM THE INTERSECTION OF THE SOUTHERLY LINE OF WESTCHESTER PARK DRIVE WITH THE DIVIDING LINE BETWEEN LOT 18.02, BLOCK 631, LANDS NOW OR FORMERLY OF MCP II 3 WESTCHESTER LLC AND LOT 12, BLOCK 631, LANDS NOW OR FORMERLY OF LTF REAL ESTATE COMPANY, INC.:

A. ALONG THE SOUTHERLY SIDE OF WESTCHESTER PARK DRIVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 30.46 FEET, HAVING A CENTRAL ANGLE OF 3 DEGREES - 02 MINUTES - 08 SECONDS, A CHORD BEARING OF SOUTH 68 DEGREES - 24 MINUTES - 39 SECONDS WEST, A CHORD DISTANCE OF 30.46 FEET TO THE POINT OF BEGINNING, THENCE THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES ACROSS LOT 18.02;

1. SOUTH 25 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 21.27 FEET TO A POINT, THENCE;
2. SOUTH 50 DEGREES 23 MINUTES 06 SECONDS EAST, A DISTANCE OF 16.37 FEET TO A POINT, THENCE;
3. SOUTH 45 DEGREES 03 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.60 FEET TO A POINT, THENCE;
4. SOUTH 41 DEGREES 36 MINUTES 31 SECONDS EAST, A DISTANCE OF 54.73 FEET TO A POINT, THENCE;
5. SOUTH 38 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 90.12 FEET TO A POINT, THENCE;
6. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 481.16 FEET, A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 57 SECONDS, AN ARC LENGTH OF 135.62 FEET, A CHORD BEARING OF SOUTH 46 DEGREES 14 MINUTES 49 SECONDS EAST, AND A CHORD DISTANCE OF 135.17 FEET TO A POINT OF TANGENCY, THENCE;
7. SOUTH 53 DEGREES 54 MINUTES 04 SECONDS EAST, A DISTANCE OF 247.99 FEET TO A POINT, THENCE;
8. SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 22.15 FEET TO A POINT, THENCE;
9. SOUTH 01 DEGREE 11 MINUTES 23 SECONDS EAST, A DISTANCE OF 46.08 FEET TO A POINT, THENCE;

**Evolution**  
of Land Surveying...

Corporate Headquarters  
35 Technology Drive, Warren, NJ 07059  
Tel: 908.668.0099 Fax: 908.668.9595

*Professional Land Surveying, Geospatial, and Consulting Services*



10. SOUTH 07 DEGREES 21 MINUTES 49 SECONDS WEST, A DISTANCE OF 19.81 FEET TO A POINT, THENCE;
11. SOUTH 67 DEGREES 54 MINUTES 40 SECONDS WEST, A DISTANCE OF 26.11 FEET TO A POINT, THENCE;
12. SOUTH 70 DEGREES 29 MINUTES 12 SECONDS WEST, A DISTANCE OF 22.91 FEET TO A POINT, THENCE;
13. SOUTH 13 DEGREES 18 MINUTES 46 SECONDS EAST, A DISTANCE OF 26.56 FEET TO A POINT, THENCE;
14. SOUTH 70 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.44 FEET TO A POINT, THENCE;
15. SOUTH 19 DEGREES 54 MINUTES 26 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
16. NORTH 70 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 1.71 FEET TO A POINT, THENCE;
17. SOUTH 03 DEGREES 18 MINUTES 02 SECONDS WEST, A DISTANCE OF 8.13 FEET TO A POINT IN THE DIVIDING LINE OF LOTS 3 AND 18.02, BLOCK 631, THENCE;
18. ALONG SAID DIVIDING LINE SOUTH 71 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 16.19 FEET TO A POINT, THENCE;

ACROSS LOT 18.02 THE FOLLOWING TWO (2) COURSES

19. NORTH 03 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 24.00 FEET TO A POINT, THENCE;
20. NORTH 13 DEGREES 18 MINUTES 46 SECONDS WEST, A DISTANCE OF 27.13 FEET TO A POINT, THENCE;
21. CROSSING THE DIVIDING BETWEEN LOT 18.02 AND LOT 18.01, BLOCK 631, LANDS NOW OR FORMERLY OF MCP II 3 WESTCHESTER LLC, SOUTH 71 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 743.21 FEET TO A POINT, THENCE;

ACROSS LOT 18.01, BLOCK 631, THE FOLLOWING TWENTY (20) COURSES.

22. SOUTH 18 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 26.88 FEET TO A POINT, THENCE;
23. SOUTH 71 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
24. NORTH 18 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 26.88 FEET TO A POINT, THENCE;
25. SOUTH 71 DEGREES 10 MINUTES 22 SECONDS WEST, A DISTANCE OF 32.10 FEET TO A POINT, THENCE;
26. SOUTH 75 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 4.69 FEET TO A POINT, THENCE;
27. SOUTH 83 DEGREES 56 MINUTES 53 SECONDS WEST, A DISTANCE OF 22.42 FEET TO A POINT, THENCE;
28. NORTH 79 DEGREES 36 MINUTES 17 SECONDS WEST, A DISTANCE OF 19.02 FEET TO A POINT, THENCE;
29. NORTH 62 DEGREES 25 MINUTES 01 SECOND WEST, A DISTANCE OF 11.25 FEET TO A POINT, THENCE;



30. NORTH 49 DEGREES 42 MINUTES 50 SECONDS WEST, A DISTANCE OF 24.32 FEET TO A POINT, THENCE;
31. NORTH 38 DEGREES 27 MINUTES 13 SECONDS WEST, A DISTANCE OF 7.77 FEET TO A POINT, THENCE;
32. NORTH 13 DEGREES 22 MINUTES 05 SECONDS WEST, A DISTANCE OF 27.50 FEET TO A POINT, THENCE;
33. NORTH 08 DEGREES 50 MINUTES 06 SECONDS WEST, A DISTANCE OF 26.89 FEET TO A POINT, THENCE;
34. NORTH 21 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 72.96 FEET TO A POINT, THENCE;
35. NORTH 19 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 107.05 FEET TO A POINT, THENCE;
36. NORTH 21 DEGREES 14 MINUTES 13 SECONDS EAST, A DISTANCE OF 52.74 FEET TO A POINT, THENCE;
37. NORTH 06 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 6.90 FEET TO A POINT, THENCE;
38. NORTH 07 DEGREES 17 MINUTES 57 SECONDS WEST, A DISTANCE OF 8.22 FEET TO A POINT, THENCE;
39. NORTH 10 DEGREES 07 MINUTES 14 SECONDS WEST, A DISTANCE OF 14.28 FEET TO A POINT, THENCE;
40. NORTH 20 DEGREES 47 MINUTES 33 SECONDS WEST, A DISTANCE OF 8.72 FEET TO A POINT, THENCE;
41. NORTH 62 DEGREES 01 MINUTES 08 SECONDS WEST, A DISTANCE OF 5.35 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF WESTCHESTER PARK DRIVE (VARIABLE WIDTH RIGHT OF WAY), THENCE;
42. ALONG SAID WESTCHESTER PARK DRIVE NORTH 28 DEGREES 34 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;

ACROSS LOT 18.01 BLOCK 631 THE FOLLOWING TWENTY-TWO (22) COURSES

43. SOUTH 62 DEGREES 01 MINUTE 08 SECONDS EAST, A DISTANCE OF 10.84 FEET TO A POINT, THENCE;
44. SOUTH 20 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 15.76 FEET TO A POINT, THENCE;
45. SOUTH 10 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 12.39 FEET TO A POINT, THENCE;
46. NORTH 76 DEGREES 02 MINUTES 09 SECONDS EAST, A DISTANCE OF 23.46 FEET TO A POINT, THENCE;
47. SOUTH 13 DEGREES 57 MINUTES 51 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
48. SOUTH 76 DEGREES 02 MINUTES 09 SECONDS WEST, A DISTANCE OF 25.29 FEET TO A POINT, THENCE;
49. SOUTH 06 DEGREES 51 MINUTES 12 SECONDS WEST, A DISTANCE OF 9.61 FEET TO A POINT, THENCE;
50. SOUTH 21 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 54.45 FEET TO A POINT, THENCE;
51. SOUTH 19 DEGREES 48 MINUTES 47 SECONDS WEST, A DISTANCE OF 107.14 FEET TO A POINT, THENCE;
52. SOUTH 21 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 69.11 FEET TO A POINT, THENCE;



53. SOUTH 08 DEGREES 50 MINUTES 06 SECONDS EAST, A DISTANCE OF 22.17 FEET TO A POINT, THENCE;
  54. SOUTH 13 DEGREES 22 MINUTES 05 SECONDS EAST, A DISTANCE OF 23.57 FEET TO A POINT, THENCE;
  55. SOUTH 38 DEGREES 27 MINUTES 13 SECONDS EAST, A DISTANCE OF 2.95 FEET TO A POINT, THENCE;
  56. SOUTH 49 DEGREES 42 MINUTES 50 SECONDS EAST, A DISTANCE OF 21.17 FEET TO A POINT, THENCE;
  57. SOUTH 62 DEGREES 25 MINUTES 01 SECOND EAST, A DISTANCE OF 7.31 FEET TO A POINT, THENCE;
  58. SOUTH 79 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 14.58 FEET TO A POINT, THENCE;
  59. NORTH 83 DEGREES 56 MINUTES 53 SECONDS EAST, A DISTANCE OF 19.13 FEET TO A POINT, THENCE;
  60. NORTH 75 DEGREES 25 MINUTES 31 SECONDS EAST, A DISTANCE OF 3.02 FEET TO A POINT, THENCE;
  61. NORTH 71 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 383.80 FEET TO A POINT, THENCE;
  62. NORTH 18 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 19.54 FEET TO A POINT, THENCE;
  63. NORTH 71 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
  64. SOUTH 18 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 19.54 FEET TO A POINT, THENCE;
  65. CROSSING THE DIVIDING BETWEEN LOT 18.02 AND LOT 18.01, BLOCK 631, LANDS NOW OR FORMERLY OF MCP II 3 WESTCHESTER LLC, NORTH 71 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 32.83 FEET TO A POINT, THENCE;
- ACROSS LOT 18.02 BLOCK 631 THE FOLLOWING TWENTY (20) COURSES
66. NORTH 18 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 20.34 FEET TO A POINT, THENCE;
  67. NORTH 71 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
  68. SOUTH 18 DEGREES 49 MINUTES 38 SECONDS EAST, A DISTANCE OF 20.34 FEET TO A POINT, THENCE;
  69. NORTH 71 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 358.29 FEET TO A POINT, THENCE;
  70. NORTH 70 DEGREES 29 MINUTES 12 SECONDS EAST, A DISTANCE OF 22.30 FEET TO A POINT, THENCE;
  71. NORTH 67 DEGREES 54 MINUTES 40 SECONDS EAST, A DISTANCE OF 17.02 FEET TO A POINT, THENCE;
  72. NORTH 07 DEGREES 21 MINUTES 49 SECONDS EAST, A DISTANCE OF 9.93 FEET TO A POINT, THENCE;
  73. NORTH 01 DEGREE 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 38.44 FEET TO A POINT, THENCE;
  74. NORTH 48 DEGREES 09 MINUTES 36 SECONDS WEST, A DISTANCE OF 14.88 FEET TO A POINT, THENCE;



75. NORTH 53 DEGREES 54 MINUTES 04 SECONDS WEST, A DISTANCE OF 247.18 FEET TO A POINT, THENCE;
76. NORTH 53 DEGREES 35 MINUTES 27 SECONDS WEST, A DISTANCE OF 12.55 FEET TO A POINT, THENCE;
77. SOUTH 38 DEGREES 00 MINUTES 01 SECOND WEST, A DISTANCE OF 8.65 FEET TO A POINT, THENCE;
78. NORTH 51 DEGREES 59 MINUTES 59 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
79. NORTH 38 DEGREES 00 MINUTES 01 SECOND EAST, A DISTANCE OF 8.70 FEET TO A POINT, THENCE;
80. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 496.16 FEET, A CENTRAL ANGLE OF 12 DEGREES 56 MINUTES 40 SECONDS, AN ARC LENGTH OF 112.09 FEET, A CHORD BEARING OF NORTH 44 DEGREES 40 MINUTES 15 SECONDS WEST, AND A CHORD DISTANCE OF 111.86 FEET TO A POINT OF NON TANGENCY, THENCE;
81. NORTH 38 DEGREES 11 MINUTES 55 SECONDS WEST, A DISTANCE OF 89.68 FEET TO A POINT, THENCE;
82. NORTH 41 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 53.83 FEET TO A POINT, THENCE;
83. NORTH 45 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 34.45 FEET TO A POINT, THENCE;
84. NORTH 50 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 18.95 FEET TO A POINT, THENCE;
85. NORTH 25 DEGREES 46 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.05 FEET TO A POINT IN THE SOUTHERLY LINE OF WESTCHESTER PARK DRIVE (VARIABLE WIDTH), THENCE;
86. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 29 MINUTES 44 SECONDS, AN ARC LENGTH OF 15.01 FEET, A CHORD BEARING OF NORTH 66 DEGREES 08 MINUTES 43 SECONDS EAST, AND A CHORD DISTANCE OF 15.01 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 31528 SQUARE FEET OR 0.724 ACRES

## **EASEMENT 2**

BEGINNING AT POINT ON THE SOUTHERLY LINE OF WESTCHESTER PARK DRIVE (VARIABLE WIDTH, PUBLIC R.O.W., A.K.A. GANNET DRIVE), SAID POINT BEING THE FOLLOWING COURSE FROM THE INTERSECTION OF THE SOUTHERLY LINE OF WESTCHESTER PARK DRIVE WITH THE DIVIDING LINE BETWEEN LOT 18.02, BLOCK 631, LANDS NOW OR FORMERLY OF MCP II 3 WESTCHESTER LLC AND LOT 12, BLOCK 631, LANDS NOW OR FORMERLY OF LTF REAL ESTATE COMPANY, INC.:

A. ALONG THE SOUTHERLY SIDE OF WESTCHESTER PARK DRIVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 372.66 FEET, HAVING A CENTRAL ANGLE OF 37 DEGREES - 08 MINUTES - 00 SECONDS, A CHORD BEARING OF SOUTH 51 DEGREES - 21 MINUTES - 43 SECONDS WEST, A CHORD DISTANCE OF 366.17 FEET TO POINT OF BEGINNING, THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ACROSS LOT 18.01;

1. SOUTH 56 DEGREES 58 MINUTES 09 SECONDS EAST, A DISTANCE OF 3.65 FEET TO A POINT, THENCE;



2. SOUTH 33 DEGREES 01 MINUTE 51 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT, THENCE;
3. NORTH 56 DEGREES 58 MINUTES 09 SECONDS WEST, A DISTANCE OF 3.40 FEET TO A POINT IN THE SOUTHERLY LINE OF WESTCHESTER PARK DRIVE, THENCE;
4. ALONG SAID SOUTHERLY LINE OF WESTCHESTER PARK DRIVE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 29 MINUTES 42 SECONDS, AN ARC LENGTH OF 15.00 FEET, A CHORD BEARING OF NORTH 32 DEGREES 02 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 15.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 53 SQUARE FEET OR 0.001 ACRES

THIS DESCRIPTION WAS PREPARED WITH REFERENCE TO A MAP ENTITLED "WATER LINE EASEMENT EXHIBIT SKETCH, MCP II 3 WESTCHESTER LLC, 3 & 5 WESTCHESTER PARK DRIVE, LOTS 18.01 & 18.02, BLOCK 631, TOWNSHIP OF HARRISON, WESTCHESTER COUNTY, STATE OF NEW YORK" PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED SEPTEMBER 01, 2023.

THE HEREIN ABOVE DESCRIBED PARCEL MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

CONTROL POINT ASSOCIATES, INC.

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MICHAEL WOLFE	DATE
STATE OF NEW YORK	
PROFESSIONAL LAND SURVEYOR #051050-1	