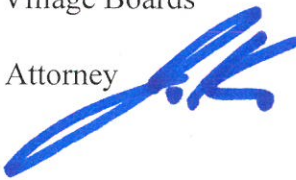


**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

MEMORANDUM

E-1
V-E-1

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

FROM: Jonathan D. Kraut, Village Attorney 

DATE: October 6, 2022

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

Attached herewith is a proposed Easement Agreement between JRA Properties, LLC, the Town/Village of Harrison and Westchester Joint Water Works. I have reviewed the Agreement, deem it to be in order and accordingly request authorization for the Supervisor/Mayor to execute same.

JDK:ld
Attachment

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2022 between **JRA PROPERTIES LLC**, a limited liability company organized and existing under the laws of the State of New York and having its principal office at 296 Purchase Street, Rye, New York 10580 (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 365 Lots 5.3 and 5.4, situated in the Town of Harrison, County of Westchester, State of New York (the "Property"), and which Property is more particularly described in Exhibit A annexed hereto and made a part hereof; and

WHEREAS, as depicted on the Map prepared by George J. Mottarella PE, LS, PC dated February 22, 2022 and revised June 11, 2022 and attached hereto as Exhibit B (the "Map"), there shall be an easement for the common water main to service the Property and the adjacent lots as shown thereon (the "Lots"), to be installed, conveyed, and/or dedicated to WJWW and the Town over the Property servicing the Lots; and

WHEREAS, in accordance with the Map, 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 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 persons 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 Easement Area. 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 Easement Area, including, but not limited to damage caused by settlement and normal wear and tear. Grantor hereby agrees it shall not build nor allow to be built any structure on, in or over the Easement Area, however, Grantor shall be permitted to install paving, plantings and landscaping in the Easement Area, so long as such paving, plantings and landscaping does not obstruct the Grantee's ability to access the Facilities. 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 will 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. 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 right angles in which the latter case, a minimum distance of six inches (6") shall be maintained between the pipes. 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. Invalidation 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:

JRA PROPERTIES LLC

By: _____

Grantee:

TOWN OF HARRISON

By: Rich Dionisio

Title: Supervisor

Grantee:

VILLAGE OF HARRISON

By: Rich Dionisio

Title: Mayor

Grantee:

WESTCHESTER JOINT WATER WORKS

By: _____

Title:

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

On the day of , in the year 202__, 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 202__, 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 202__, 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 202__, 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

Exhibit A

TAX LOT 5.3 IN BLOCK 365
JRA PROPERTIES LLC, CROTONA AVE, HARRISON, NY

SCHEDULE A

BEGINNING at a point on the northwest corner of tax lot 5.3 and southerly line of property of New York State Thruway Authority;

Thence along the division line between property of the New York State Thruway Authority and tax lot 5.3, North 73 degrees 26 minutes 47 seconds East 51.67 feet to a point;

Thence southerly along the division line between tax lots 5.3 and tax lot 5.4, South 1 degrees 56 minutes 40 seconds East 123.93 feet to a point;

Thence westerly along the southerly line of tax lot 5.3 South 88 degree 03 minutes 20 seconds West 50.00 feet to a point;

Thence northerly along the division line of tax lots 5.2 and 5.3, North 1 degree 56 minutes 40 seconds West 110.90 feet to the point and place of BEGINNING.

TAX LOT 5.4 IN BLOCK 365
JRA PROPERTIES LLC, CROTONA AVE, HARRISON, NY

SCHEDULE A

BEGINNING at a point on the westerly side of Crotona Ave. said point being South 1 degree 56 minutes 40 seconds East 25.00 feet from the intersection of the north side of White Street and the westerly side of Crotona Ave.

Thence along the westerly side of Crotona Ave. South 1 degree 56 minutes 40 seconds East 75.00 feet to a point;

Thence westerly along the division line between tax lot 5.4 and tax lot 5.5, South 88 degrees 3 minutes 20 seconds West 100.00 feet to a point on the easterly line of tax lot 5.3;

Thence northerly along the division line between tax lots 5.3 and 5.4 North 1 degree 56 minutes 40 seconds West 73.93 feet to a point on the southerly line of property of New York State Thruway Authority;

Thence northeasterly along the southerly line of property of New York State Thruway Authority and tax lot 5.4, North 73 degrees 26 minutes 47 seconds East 4.22 feet to a point;

Thence easterly along the division line between the northerly line of tax lot 5.3 and property of New York State Thruway Authority North 88 degree 3 minutes 20 seconds East 95.91 feet to the point and place of BEGINNING.

Exhibit B

[AS-BUILT PLAN]

Exhibit C

WATER EASEMENT TO WJWW ON PROPERTY OF
JRA PROPERTIES LLC, CROTONA AVE, HARRISON, NY

BEGINNING at a point on the westerly side of Crotona Ave. said point being South 1 degree 56 minutes 40 seconds East 28.50 feet from the intersection of the north side of White Street and the westerly side of Crotona Ave.

Thence along the westerly side of Crotona Ave. South 1 degree 56 minutes 40 seconds East 15.00 feet;

Thence through property of JRA Properties LLC, South 88 degrees 3 minutes 20 seconds West 150.00 feet to a point on the division line of tax lots 5.2 and 5.3;

Thence along the division line of tax lots 5.2 and 5.3 North 1 degree 56 minutes 40 seconds West 4.40 feet to a point on the southerly line of property of New York State Thruway Authority;

Thence along the division line between property of the New York State Thruway Authority and property of JRA Properties LLC, North 73 degrees 26 minutes 47 seconds East 42.02 feet to a point;

Thence through property of JRA Properties LLC, North 88 degrees 3 minutes 20 seconds East 109.34 feet to the point and place of BEGINNING