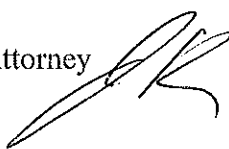


**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

MEMORANDUM

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

FROM: Jonathan D. Kraut, Village Attorney 

DATE: September 7, 2023

SUBJECT: **Proposed Easement Agreement between St. Joseph's Hospital,
the Town/Village of Harrison and the Westchester Joint Water Works**

Attached herewith is copy of the above-referenced, proposed Easement Agreement. I have reviewed the Agreement language, deem it to be in order and accordingly request authorization for the Supervisor/Mayor to execute the Agreement and associated transfer documents, subject to final approval of the Easement and its Exhibits by the Town Engineer.

JDK:ld
Attachment
cc: Michael Amodeo, Town Engineer

E-11
V-E-2

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2023 between **ST. JOSEPH'S HOSPITAL, YONKERS** a New York not-for-profit corporation organized and existing under the laws of the State of New York and having its principal office at 127 South Broadway, Yonkers, New York 10701 (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".

W I T N E S S E T H:

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 521 Lot 6, 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 TC Merritts Land Surveyors, dated June 7, 2023 and attached hereto as Exhibit B (the "Map"), there shall be an easement for the common water main to service the Property, to be installed, conveyed, and/or dedicated to WJWW and the Town over the Property; 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. 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 new plantings and/or landscaping having root systems which have potential to impact the Facilities. Any plantings or landscaping with such root systems in the Easement Area on the date of this Agreement, as indicated above, shall be permitted to remain, provided however, that Grantor is responsible for their removal if they are diseased, dead, near the end of their life, or interfere with or damage the Facilities. Once removed, such vegetation may not be replaced, except in conformance with this Agreement. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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

8. 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:

ST. JOSEPH'S HOSPITAL, YONKERS

By: _____

Title:

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 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 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

Exhibit A

PROPERTY PERIMETER LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Harrison, County of Westchester, State of New York, being more particularly bounded and described as follows;

BEGINNING at a point along the easterly right of way of North Street, said point of BEGINNING being the intersection of the easterly side of North Street and the southerly property line of lands Now or Formerly St Joseph's Hospital Yonkers, Formerly St. Vincent's Retreat and the northerly property line of lands Now or Formerly Willow Ridge Country Club Inc;

Thence from said point of BEGINNING northwesterly along the easterly right of way of North Street and generally along the face of a stone wall the following courses and distances;

North 52 degrees 52 minutes 40 seconds West, a distance of 29.20 feet;
North 31 degrees 29 minutes 30 seconds West, a distance of 125.62 feet;
North 14 degrees 40 minutes 0 seconds West, a distance of 99.41 feet;
North 02 degrees 45 minutes 50 seconds East, a distance of 88.92 feet;
North 01 degree 17 minutes 20 seconds East, a distance of 200.05 feet;
North 01 degree 58 minutes 30 seconds West, a distance of 35.39 feet;
North 06 degrees 30 minutes 30 seconds West, a distance of 62.73 feet;
North 14 degrees 0 minutes 30 seconds West, a distance of 325.54 feet;
North 13 degrees 3 minutes 20 seconds West, a distance of 106.10 feet;
North 13 degrees 15 minutes 50 seconds West, a distance of 390.89 feet;
North 14 degrees 57 minutes 40 seconds West, a distance of 130.62 feet;
North 18 degrees 17 minutes 10 seconds West, a distance of 42.30 feet;
North 18 degrees 5 minutes 50 seconds West, a distance of 54.18 feet;
North 18 degrees 33 minutes 10 seconds West, a distance of 44.87 feet to Filed Map Lot 24 as shown on a certain Filed Map entitled, "Westchester Biltmore Corporation, Town of Harrison, Westchester County, N.Y. Map of Consolidated Properties Revised and Amended," said map filed in the Westchester County Clerk's Office, Division of Land Records, July 19, 1928 as map number 3322;

Thence along the southerly boundary line of said Filed Map No. 3322 the following courses and distances;

North 80 degrees 39 minutes 00 seconds East, a distance of 296.27 feet;
North 89 degrees 49 minutes 30 seconds East, a distance of 353.68 feet;
North 24 degrees 48 minutes 10 seconds East, a distance of 65.90 feet;
North 87 degrees 48 minutes 50 seconds East, a distance of 24.28 feet;
North 68 degrees 59 minutes 20 seconds East, a distance of 17.16 feet;
North 15 degrees 6 minutes 50 seconds East, a distance of 17.12 feet;
South 82 degrees 5 minutes 50 seconds East, a distance of 436.49 feet;
Thence through lands Now or Formerly St. Josephs Hospital Yonkers, Formerly St. Vincent's Retreat and along the southerly and easterly boundary line of lands Now or Formerly Briggs and Jennifer Forelli as described in deed control no. 570533441 the

following courses and distances;

North 87 degrees 29 minutes 30 seconds East, a distance of 139.74 feet;

North 00 degrees 38 minutes 00 seconds West, a distance of 121.05 feet to the southerly boundary line of Filed Map Lot 11 as shown on Filed Map No. 3322;

Thence northeasterly along the southerly boundary line of southerly boundary line of Filed Map Lot 11 as shown on Filed Map No. 3322;

North 84 degrees 42 minutes 52 seconds East, a distance of 110.98 feet;

Thence through lands Now or Formerly St. Josephs Hospital Yonkers, Formerly St. Vincent's Retreat and along the southerly of lands Now or Formerly Mark and Mary Miller as described in deed control no. 560563424 and lands Now or Formerly Joan Perreault-Tiburzi as described in deed control no. 560563459 and lands Now or Formerly Jon and Nancy Pundyk as described in deed control no. 541293162 and lands Now or Formerly 35 Park Drive South LLC as described in deed control no. 581863539 and lands Now or Formerly Nurit Shamis as described in deed control no. 511523277 and lands Now or Formerly Nichole and John Tighe as described in deed control no. 591413131 the following courses and distances;

South 04 degrees 03 minutes 50 seconds East, a distance of 126.42 feet;

North 87 degrees 29 minutes 30 seconds East, a distance of 104.44 feet;

South 83 degrees 18 minutes 20 seconds East, a distance of 1,295.14 feet to a monument and lands Now or Formerly Willow Ridge Country Club Inc;

Thence southerly and westerly along lands Now or Formerly Willow Ridge Country Club Inc the following courses and distances;

South 08 degrees 48 minutes 39 seconds West, a distance of 583.88 feet;

Thence generally along a stone wall the following courses and distances;

North 68 degrees 19 minutes 11 seconds West, a distance of 70.40 feet;

North 83 degrees 57 minutes 13 seconds West, a distance of 28.37 feet;

South 78 degrees 29 minutes 19 seconds West, a distance of 19.36 feet;

South 61 degrees 36 minutes 59 seconds West, a distance of 13.70 feet;

South 23 degrees 38 minutes 39 seconds West, a distance of 35.00 feet;

South 19 degrees 58 minutes 49 seconds West, a distance of 48.70 feet;

South 23 degrees 22 minutes 29 seconds West, a distance of 117.70 feet;

North 64 degrees 39 minutes 11 seconds West, a distance of 105.11 feet;

North 64 degrees 55 minutes 31 seconds West, a distance of 38.40 feet;

North 68 degrees 38 minutes 41 seconds West, a distance of 38.10 feet;

North 74 degrees 33 minutes 1 second West, a distance of 60.00 feet;

North 66 degrees 58 minutes 41 seconds West, a distance of 55.30 feet;

North 67 degrees 29 minutes 41 seconds West, a distance of 55.30 feet;

North 74 degrees 41 minutes 21 seconds West, a distance of 43.40 feet;

North 81 degrees 58 minutes 11 seconds West, a distance of 81.40 feet;

North 89 degrees 0 minutes 51 seconds West, a distance of 43.00 feet;

South 84 degrees 29 minutes 29 seconds West, a distance of 40.40 feet;

South 73 degrees 48 minutes 9 seconds West, a distance of 22.70 feet;

South 66 degrees 10 minutes 29 seconds West, a distance of 27.00 feet;

South 55 degrees 7 minutes 49 seconds West, a distance of 46.70 feet;

South 54 degrees 9 minutes 49 seconds West, a distance of 50.00 feet;
South 55 degrees 59 minutes 39 seconds West, a distance of 50.00 feet;
South 61 degrees 01 minute 49 seconds West, a distance of 50.00 feet;
South 57 degrees 4 minutes 59 seconds West, a distance of 100.00 feet;
South 57 degrees 8 minutes 29 seconds West, a distance of 700.00 feet;
South 57 degrees 28 minutes 59 seconds West, a distance of 200.00 feet;
South 57 degrees 22 minutes 9 seconds West, a distance of 266.80 feet;
South 56 degrees 36 minutes 49 seconds West, a distance of 201.20 feet;
South 58 degrees 5 minutes 12 seconds West, a distance of 175.44 feet to the easterly
side of North Street and the POINT OR PLACE OF BEGINNING.

Containing 2,832,587.36 square feet or 65.0273 acres, more or less.

Exhibit B

Exhibit C

PROPOSED WATER EASEMENT

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Harrison, County of Westchester, State of New York, being a 15 ft wide water easement through a parcel known and designated as a portion of lands Now or Formerly St. Joseph's Hospital Yonkers, as described in deed control number 502983157, said 15 ft wide water easement being more particularly bounded and described as follows;

BEGINNING at a point along the easterly right of way of North Street, said point of BEGINNING being North 52 degrees 52 minutes 40 seconds West 15.62 feet from the intersection of North Street and the southerly property line of lands Now or Formerly St. Joseph's Hospital Yonkers;

Thence from said point of BEGINNING northwesterly along the easterly right of way of North Street;

North 52 degrees 52 minutes 40 seconds West, a distance of 13.58 feet;

North 31 degrees 29 minutes 30 seconds West, a distance of 1.53 feet;

Thence through said lands Now or Formerly St. Joseph's Hospital Yonkers the following courses and distances;

North 41 degrees 24 minutes 59 seconds East, a distance of 31.17 feet;

North 54 degrees 40 minutes 07 seconds East, a distance of 42.10 feet;

North 57 degrees 31 minutes 28 seconds East, a distance of 320.09 feet;

North 53 degrees 10 minutes 30 seconds East, a distance of 16.37 feet;

North 15 degrees 10 minutes 24 seconds East, a distance of 54.58 feet;

North 58 degrees 43 minutes 06 seconds East, a distance of 92.40 feet;

North 29 degrees 35 minutes 30 seconds West, a distance of 101.86 feet;

North 32 degrees 48 minutes 16 seconds West, a distance of 102.44 feet;

North 57 degrees 11 minutes 44 seconds East, a distance of 22.50 feet;

South 32 degrees 48 minutes 16 seconds East, a distance of 15.00 feet;

South 57 degrees 11 minutes 44 seconds West, a distance of 7.50 feet;

South 32 degrees 48 minutes 16 seconds East, a distance of 87.86 feet;

South 29 degrees 35 minutes 30 seconds East, a distance of 105.69 feet;
South 84 degrees 13 minutes 22 seconds East, a distance of 61.24 feet;
South 5 degrees 46 minutes 38 seconds West, a distance of 15.00 feet;
North 84 degrees 13 minutes 22 seconds West, a distance of 62.60 feet;
South 58 degrees 43 minutes 6 seconds West, a distance of 91.18 feet;
South 15 degrees 10 minutes 24 seconds West, a distance of 53.75 feet;
South 53 degrees 10 minutes 30 seconds West, a distance of 22.10 feet;
South 57 degrees 31 minutes 28 seconds West, a distance of 70.44 feet;
South 32 degrees 28 minutes 32 seconds East, a distance of 7.50 feet;
South 57 degrees 31 minutes 28 seconds West, a distance of 15.00 feet;
North 32 degrees 28 minutes 32 seconds West, a distance of 7.50 feet;
South 57 degrees 31 minutes 28 seconds West, a distance of 234.84 feet;
South 54 degrees 40 minutes 07 seconds West, a distance of 39.99 feet;
South 41 degrees 24 minutes 59 seconds West, a distance of 28.86 feet to the POINT OR
PLACE OF BEGINNING.

Containing 12,703.15 square feet or 0.2916 acres, more or less