


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

V-E-2  
E-6

**MEMORANDUM**

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

FROM: Jonathan D. Kraut, Village Attorney 

DATE: March 22, 2023

SUBJECT: **Proposed Stormwater Control Facility Easement and  
Maintenance Agreement between the Town/Village of Harrison  
and Carraway Apartments, LLC – 103-105 Corporate Park Drive**

Attached with the approval of the Town Engineer, is a proposed Stormwater Control Facility Easement and Maintenance Agreement in connection with the above-referenced property. I have reviewed the Agreement, deem it to be in order and accordingly request authorization for the Supervisor/Mayor to execute the Agreement and related transfer documents.

JDK:ld  
Attachment  
cc: Michael Amodeo, Town Engineer

**STORMWATER CONTROL FACILITY EASEMENT  
AND MAINTENANCE AGREEMENT**

**This Stormwater Control Facility Easement and Maintenance Agreement** ("AGREEMENT") is made and entered into as of the day of \_\_\_\_\_, 2023, by and between **Carraway Apartments LLC** (the "GRANTOR"), a limited liability company, organized and existing under the laws of the State of Delaware, having an address at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 and **The TOWN of Harrison** (the "TOWN") and **The VILLAGE of Harrison** (the "VILLAGE"), New York, Municipal Corporations having their principal place of business at 1 Heineman Place, Harrison, New York 10528.

**WITNESSETH:**

WHEREAS, GRANTOR is the owner of certain real property in the TOWN of Harrison, County of Westchester and State of New York, which is known as 105 Corporate Park Drive, and also known and designated on the tax assessment map of the TOWN as Block 621, Lot 3, and which is described in Exhibit "A" attached hereto (the "PROPERTY"); and

WHEREAS, on or about July 19, 2016, 103/105 Corporate Park Drive SPE LLC received site plan approval from the Planning Board of the TOWN to permit demolition of two office buildings and construction of a new multi-family residential building with amenities and restaurant area, together with associated parking and site improvements; and

Chapter 130 of the Code of the TOWN of Harrison, entitled "Stormwater Management and Erosion and Sediment Control," requires GRANTOR to grant the TOWN and the VILLAGE an easement (the "Easement") as described and delineated on Exhibit A attached hereto permitting the TOWN access to the Property for the purposes of inspecting the stormwater management and erosion and sediment control facilities to be constructed as part of the Project (the "Stormwater Control Measures") which are shown on the following drawings prepared by VHB Engineering, Surveying and Landscape Architecture P.C. ("VHB"), last revised November 25, 2019, and attached hereto as Exhibit "B" (collectively, the "Approved Plan"):

C-3.0 Overall Grading and Drainage Plan

C-3.4 Drainage Plan; and

WHEREAS, GRANTOR, the TOWN and the VILLAGE agree that following the construction of the Stormwater Control Measures in accordance with the Approved Plan, the Stormwater Control Measures shall thereafter be maintained, cleaned and repaired by GRANTOR;

NOW, THEREFORE, GRANTOR, the TOWN and the VILLAGE agree as follows:

1. GRANTOR agrees to maintain, clean and repair the Stormwater Control Measures in accordance with the "Stormwater Pollution Prevention Plan ("SWPPP") for the Project, prepared by VHB, last revised March 2015, as necessary to ensure that the Stormwater Control Measures remain in good working order. GRANTOR shall be responsible for all expenses related to the maintenance, cleaning and repair of the Stormwater Control Measures.

2. On or about the date which is one (1) year after the date the certificate of occupancy for the Project is issued by the TOWN, and thereafter on or about the annual anniversary of such date, GRANTOR shall in accordance with the SWPPP cause the Stormwater Control Measures to be inspected to determine the condition and integrity of such facilities. A professional engineer licensed by the State of New York shall perform such inspection (the "INSPECTING ENGINEER"). GRANTOR shall submit a report to the TOWN and the VILLAGE prepared by the Inspecting Engineer within 30 days of the inspection, which report shall include the findings and recommendations for any actions necessary to ensure the continuation of the Stormwater Control Measures in good working order.
3. GRANTOR shall undertake any necessary repairs of the Stormwater Control Measures at the direction of the TOWN and the VILLAGE and in accordance with the recommendations of the Inspecting Engineer. GRANTOR shall not modify the Approved Plans or SWPPP, or undertake any alteration, modification or discontinuance of the Stormwater Control Measures except in accordance with the approval of the TOWN.
4. GRANTOR hereby grants the TOWN and the VILLAGE a perpetual Easement to enter upon such portion of the Property reasonably necessary at any reasonable time or times following reasonable written notice for the purpose of periodically inspecting the Stormwater Control Measures to ensure that the Stormwater Control Measures are maintained by GRANTOR in good working order; provided however, that in the event of a bona fide emergency, the TOWN shall have the right to enter upon the Property at all times without prior written notice to GRANTOR.
5. The parties agree that the TOWN and the VILLAGE may enter upon the Property for purposes of inspecting and/or repairing the Stormwater Control Measures (the "Work") (i) in the event of a bona fide emergency, and/or (ii) if GRANTOR fails to maintain and/or repair the Stormwater Control Measures in good working order and such failure shall remain uncured for a period of thirty (30) days after written notice of such failure is given by the TOWN or the VILLAGE to GRANTOR (the "Notice Period") (or in the case of a failure which cannot be cured within the Notice Period, GRANTOR fails to commence to cure such failure within the Notice Period and/or thereafter fails to diligently prosecute such cure to completion).
6. The TOWN and the VILLAGE shall, upon the completion of any such Work, expeditiously replace and restore the Property to as near to the same condition as existed before the undertaking of such Work as is reasonably practicable under the circumstances.
7. GRANTOR shall provide to the TOWN or the VILLAGE within thirty (30) days of the date of this Agreement security in the amount of \$10,000.00 for the maintenance and continuation of the Stormwater Control Measures in the form of a bond, letter of credit or escrow account.
8. If the TOWN or the VILLAGE performs any Work, then the TOWN or the VILLAGE shall be reimbursed for such Work by the GRANTOR. Unless otherwise agreed to by the TOWN or the VILLAGE, payment shall be made to the TOWN or the VILLAGE within thirty (30)

days after the TOWN or the VILLAGE gives GRANTOR written notice identifying the work performed and the costs thereof in reasonable detail; provided that if GRANTOR fails to timely make such payment, the TOWN or the VILLAGE may draw in the amount of such costs upon any letter of credit, escrow deposit or maintenance bond required to be provided to the TOWN or the VILLAGE as security for the maintenance and continuation of the Stormwater Control Measures. The TOWN and the VILLAGE shall give GRANTOR prompt written notice of any such draw. Notwithstanding the foregoing, any amounts not paid by GRANTOR which are either not covered by, or in excess of, such security may be made a lien against the Property in favor of the TOWN or the VILLAGE, as may be the case.

9. The TOWN and the VILLAGE shall each indemnify, defend, and hold GRANTOR harmless from all liabilities, damages, claims, suits, and actions arising out of the exercise by the TOWN and the VILLAGE, their employees, agents, or contractors, of any of the rights herein granted or the operations, acts, omissions or negligence of the TOWN and the VILLAGE, its employees, servants, agents, contractors, or invitees upon the Property, except if arising in part or in whole from the negligence of the Grantor, their employees or agents.
10. Unless otherwise provided for in this Agreement, any notice to be given pursuant to this Agreement shall be in writing and sent by prepaid certified or registered U.S. mail, Return Receipt Requested, or by a reputable overnight courier, to the address of the parties below specified or at such other address as may be given by written notice in the manner prescribed in Section 8. Any notices shall be deemed delivered when accepted or refused.

GRANTOR's address for notices shall be as follows:

CARRAWAY APARTMENTS LLC  
Attn: Eric Cohen  
1140 Virginia Drive  
Fort Washington, PA 19034

With a copy to:

McCullough, Goldberger & Staudt, LLP  
Attn: Seth Mandelbaum  
1311 Mamaroneck Road, Suite 340  
White Plains, NY 10605

The TOWN's and the VILLAGE'S address for notices shall be as follows:

Town of Harrison and Village of Harrison  
1 Heineman Place  
Harrison, New York 10528  
Attention: Town (or Village) Engineer  
Attention: Town (or Village) Attorney

11. GRANTOR shall record this Agreement at its own cost and expense in the Office of the Westchester County Clerk, Division of Land Records.
12. This Agreement, the Easement and all rights hereunder granted shall run with the land and shall be binding up on the successors, legal representatives and assigns of the respective parties and the failure of the parties to enforce any provisions contained herein shall not be deemed a waiver of the right to do so thereafter.

**[Nothing further on this page]**

**IN WITNESS WHEREOF**, this Stormwater Control Facility Easement and Maintenance Agreement has been duly executed by the parties hereto the day and year first written above.

**CARRAWAY APARTMENTS LLC**

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

Name: Russell Rochestie

Title: Senior Vice President

**TOWN OF HARRISON**

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

Name: Richard Dionisio

Title: SUPERVISOR

**VILLAGE OF HARRISON**

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

Name: Richard Dionisio

Title: MAYOR

STATE OF NEW YORK            )  
COUNTY OF WESTCHESTER) ss:

On the \_\_\_\_\_ day of, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD DIONISIO, 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 he/she 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 on behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK            )  
COUNTY OF WESTCHESTER) ss:

On the \_\_\_\_\_ day of, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD DIONISIO, 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 he/she 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 on behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

**ACKNOWLEDGMENT OUTSIDE OF NEW YORK STATE**

State of \_\_\_\_\_

ss.:

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared **RUSSELL ROCHESTIE**, 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, and that such individual made such appearance before the undersigned in

\_\_\_\_\_  
(INSERT CITY OR POLITICAL SUBDIVISION AND STATE OR COUNTY OR OTHER  
PLACE ACKNOWLEDGMENT TAKEN)

\_\_\_\_\_  
Notary Public



## EXHIBIT A

## EXHIBIT A

### LEGAL DESCRIPTION

ALL that certain piece of parcel of land, situate, lying and being in the Town of Harrison, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at the southwesterly corner of the parcel to be described at a point in the northerly line of Corporate Park Drive, said point of beginning when measured along the northerly side of Corporate Park Drive and along the northeasterly side of Westchester Avenue is distant the following courses and distances from the corner formed by the intersection of the said northeasterly side of Westchester Avenue with the northerly side of Red Oak Lane:

North 26 degrees 41 minutes 00 seconds West, 781.04 feet;

North 45 degrees 47 minutes 10 seconds East, 27.04 feet;

North 26 degrees 29 minutes 40 seconds West, 152.00 feet to the intersection of said northeasterly side of Westchester Avenue with the northerly line of Corporate Park Drive;

THENCE along the northerly line of Corporate Park Drive in an easterly direction, on a curve to the left with a radius of 65.00 feet, a center angle of 26 degrees 14 minutes 40 seconds, a length of 29.77 feet to a point of tangency;

THENCE North 28 degrees 42 minutes East, 50.25 feet to a point of curve;

THENCE on a curve to the right with a radius of 160 feet, a length of 89.31 feet to a point of tangency; THENCE North 60 degrees 40 minutes 50 seconds East, 13.72 feet to a point of curve;

THENCE on a curve to the right with a radius of 841.00 feet, a length of 161.83 feet to a point of tangency;

THENCE North 71 degrees 42 minutes 20 seconds East, 223.67 feet to the said point of beginning as so located and defined;

THENCE from said point of beginning and along other lands of Corporate Park Development Associates, North 3 degrees 41 minutes 08 seconds East, 550.16 feet to a corner in said lands;

THENCE along lands of Corporate Park Development Associates, Schulman Corporate Park II Associates and Westchester Rockland Newspaper, Inc., North 71 degrees 13 minutes 27 seconds East, 1068.12 feet to another corner;

THENCE along lands of Bar-Low Associates, South 30 degrees 00 minutes 45 seconds West, 780.50 feet to the northerly line of Corporate Park Drive;

THENCE along the northerly line of Corporate Park Drive, South 71 degrees 42 minutes 20 seconds West, 691.17 feet to the point and place of BEGINNING.

TOGETHER with the right of ingress and egress over Corporate Drive to Westchester Avenue.

TOGETHER with and SUBJECT to an Easement of Right of Way in Common with others for ingress and egress to and from the above described premises over Corporate Park Drive to Westchester Avenue, a public street in the Town of Harrison, New York as set forth in Declaration of Right of Way dated October 3, 1969 in Liber 688 Cp. 119.

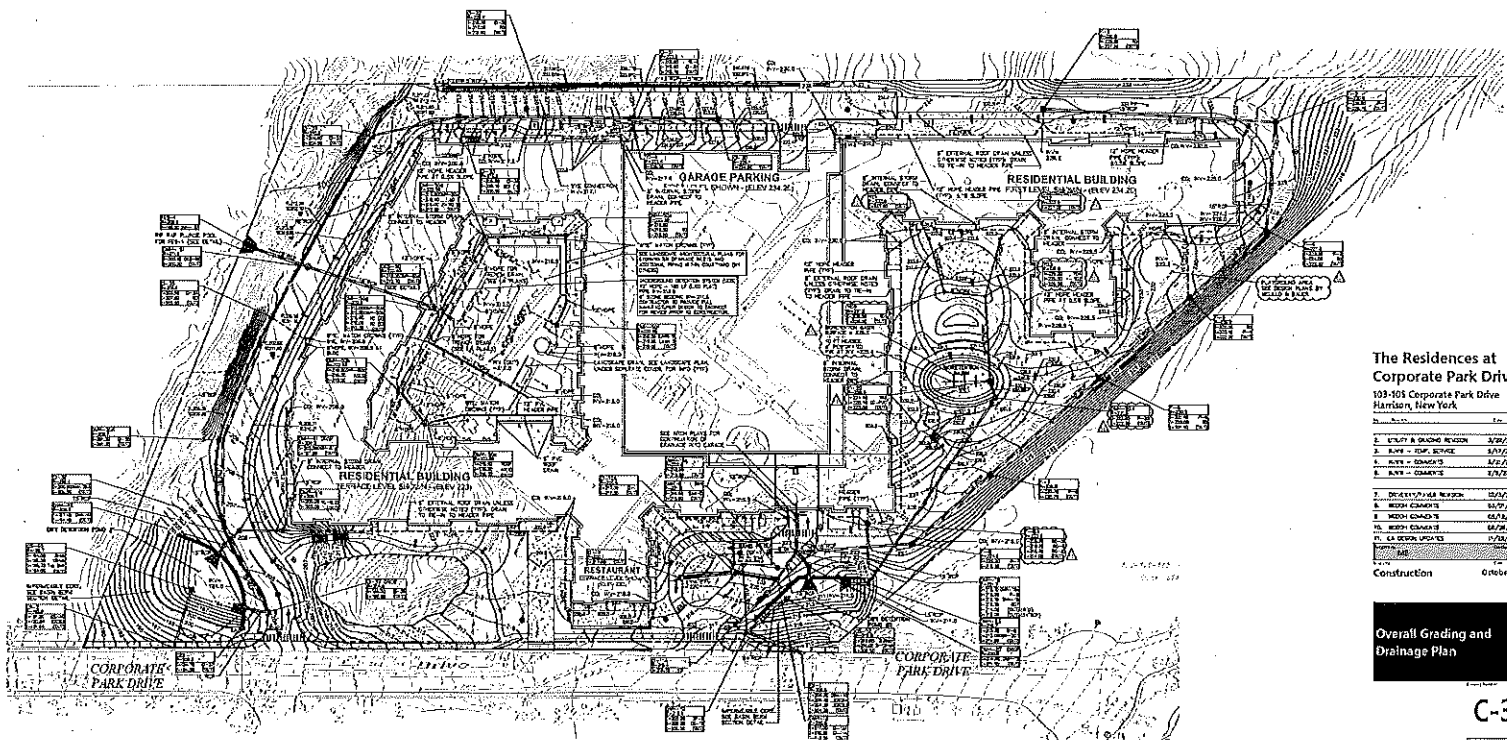
TOGETHER with and SUBJECT to-an Basement of Right of Way in Common with others for ingress and egress to and from the above described premises over Corporate Park Drive to Westchester Avenue, a public Street in the Town of Harrison, New York as set forth in Declaration of Right of Way, dated October 3, 1969 in Liber 6888 Cp. 119.

## EXHIBIT B

\\snp\proj\proj\103-105 Corporate Park Drive\103-105 Corporate Park Drive.dwg



NOTES  
1. EXISTING AND PROPOSED GRADES ARE SHOWN.  
2. ALL ELEVATIONS ARE IN FEET AND DECIMALS.  
3. THE GRADE SHALL BE MAINTAINED AT THE EXISTING GRADE UNLESS OTHERWISE NOTED.  
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8. THE GRADE SHALL BE MAINTAINED AT THE EXISTING GRADE UNLESS OTHERWISE NOTED.



**The Residences at Corporate Park Drive**  
103-105 Corporate Park Drive  
Harrison, New York

Item	Description	Date
1	UTILITY & DRAINAGE RECORD	3/22/2017
2	PLAN - TEMP. SITEWORK	3/22/2017
3	PLAN - EXCAVATION	3/22/2017
4	PLAN - CONCRETE	3/22/2017
5	PLAN - FINISH	3/22/2017
6	PLAN - EXCAVATION	3/22/2017
7	PLAN - CONCRETE	3/22/2017
8	PLAN - FINISH	3/22/2017
9	PLAN - EXCAVATION	3/22/2017
10	PLAN - CONCRETE	3/22/2017
11	PLAN - FINISH	3/22/2017
12	PLAN - EXCAVATION	3/22/2017
13	PLAN - CONCRETE	3/22/2017
14	PLAN - FINISH	3/22/2017
15	PLAN - EXCAVATION	3/22/2017
16	PLAN - CONCRETE	3/22/2017
17	PLAN - FINISH	3/22/2017
18	PLAN - EXCAVATION	3/22/2017
19	PLAN - CONCRETE	3/22/2017
20	PLAN - FINISH	3/22/2017

Construction 03/22/2017

**Overall Grading and Drainage Plan**

**C-3.0**

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Scale: 1" = 20'

North Arrow

Project: 103-105 Corporate Park Drive  
Client: Harrison, New York  
Date: 03/22/2017  
Sheet: 25/25

