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PERMANENT DRAINAGE EASEMENT

This **INDENTURE**, made the _____ day of _____, 2024, between **E.B.S.E. LLC**, a limited liability company organized under the laws of the State of New York, with an address for the conduct of business at 1699 Route 6, Suite 1, Carmel, New York 10512 (“Grantor” or “EBSE”) and the **EAST OF HUDSON WATERSHED CORPORATION**, a not-for-profit local development corporation having its principal office at 2 Route 164, Patterson, New York 12563 (“Grantee”).

WITNESSETH:

WHEREAS, the Grantor is the owner of certain parcels of real property in the Town of Kent (the “Town”) known as Tax Grid Nos. 22-2-16, 22.42-1-20, and 22.58-2-58 and more particularly described in a Deed from Lou Pozza and Anthony Perna dated October 17, 2022 and recorded in the Putnam County Clerk’s office on October 27, 2022 in Liber 2295 of Deeds at Page 206, Instrument No. 9452-2022 (“Property”); and

WHEREAS, the Grantor desires to convey to the Grantee a permanent drainage easement over, under, through and across a portion of the Property for the purpose of constructing, installing and maintaining a storm drainage system in connection with the stabilization and rerouting of multiple municipal outfalls and the installation of stormwater treatment devices within the right-of-way of Longfellow Drive, in the Town of Kent, together with all appurtenant and supporting apparatus, structures and markers, under and above ground, as the Grantee may deem necessary.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. The Grantor does hereby grant, transfer, and convey unto the Grantee, its successors or assigns forever, a permanent and perpetual easement and right-of-way (“the Easement”) over, under and through a portion of the Property, such portion being hereinafter described as “the Easement Area”, said Easement Area being more particularly described in Exhibit A annexed hereto and made a part hereof, and as shown on the “* _____,” dated _____, 2024, as prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., a copy of which map is annexed hereto as Exhibit B and made a part hereof, subject to any and all covenants, restrictions, easements, rights-of-way, agreements and conditions of record and any existing structures, utility installations, or improvements in said Easement Area, for ingress, egress, access and use by the Grantee, its agents, employees, representatives, contractors, successors and assigns, for the purposes as described in this agreement.

*To be supplied

The Grantor further grants and conveys unto the Grantee all of the Grantor's right, title and interest in and to any pipes, appurtenances, structures, materials, and other drainage system improvements installed or placed in the Easement Area on the Grantor's property by the Grantee or its agents.

2. This permanent and perpetual Easement is granted for the purposes of conducting excavation, construction and other activities related to the construction and installation by the Grantee, or its contractors, assigns or successors, of a storm drainage system in connection with the stabilization and rerouting of multiple municipal outfalls and the installation of stormwater treatment devices within the right-of-way of Longfellow Drive, together with the construction and installation of appurtenant and supporting apparatus, structures and markers, and for the performance of all repair, replacement, expansion, maintenance, and monitoring activities on said storm drainage system and its appurtenances and supporting apparatus, and for ingress and egress on foot or in vehicles and with machines to and over the Easement Area for such construction and installation and for the ongoing and future repair, replacement, expansion, maintenance, and monitoring activities associated with said storm drainage system as further described in the Installation Agreement between EOHWC ("EOH") and the Town of Kent dated ¹ _____ . __ 2024(the "Stormwater Retrofit Project").

3. The Grantor, and his successors in interest or assigns, shall not (a) construct or erect any permanent or immovable structures of any kind or plant any trees within the Easement Area, as shown on the attached map (Exhibit "B"), other than the internal road and parking area within the portion of the Easement Area designated in cross hatch and labeled "Easement Crossing Area" as shown on the map attached at Exhibit C and as described in paragraph "6" ("Easement Crossing Area"), and not over any other EOH drainage Easement Area, without the written consent of the Grantee, , or its successors or assigns, excepting, however, that nothing contained in this agreement shall be construed to prohibit the replacement or repair of underground or overhead utilities or the replacement or repair of structures existing at the time of this grant of Easement within the Easement Area or approved in accordance with Section 6 hereof, or (b) place any structure, movable or immovable, or plant any trees or shrubs, within five (5) feet of any pipe or underground appurtenance installed or constructed as part of the storm drainage system, or (c) do anything in or on the Easement Area which would damage or disturb the storm drainage system and its appurtenances as installed or constructed by the Grantee or its agents, or do anything which would prevent, impede, or frustrate the full use and intended purpose of the Easement granted herein. Subject to the requirements set forth in Section 6, the Easement Crossing Area may, in Grantor's discretion, and at Grantor's expense, be blacktopped. Grantor agrees that no vertical building shall be installed within the Easement Crossing Area. The Easement Crossing Area can be used for a vehicular road crossing and parking area for any persons and/or vehicles (including, but not limited to, automobile, buses, trucks and other motor vehicles). Subject to Section 6, the Grantor shall also have the right to lower the drainage

pipe in the Easement Crossing Area at Grantor's expense provided that (a) the change in the pipe elevation shall be solely at Grantor's expense in accordance with plans signed by a licensed engineering firm reasonably acceptable to Grantee, (b) the plans and specifications are subject to advance review and written confirmation by Grantee that the plans are in compliance with all applicable permits, laws and regulations, including without limitation the MS4 Stormwater Permit and the applicable NYC DEP retrofit funding agreement and Grantee shall review promptly upon receipt of complete plans and specifications, and (c) the contractor engaged by Grantor to undertake the relocation indemnifies Grantee and provides insurance and sureties for the benefit of Grantee in form and meeting the requirements consistent with the Grantee installation contract. The parties acknowledge the plans and specifications for the Stormwater Retrofit Project indicate that there is approximately 125 feet of elevation change within the Easement Crossing Area which the Grantor's design engineer has determined could allow for lowering of the pipe elevation. Grantor agrees to be responsible for all the costs involved in lowering the drainage pipe and for restoration of the area. Grantor agrees to repair any internal road and parking area disturbed by the replacement or repair of the underground structures beneath said area. Grantor may install a fence along the western property line subject to paragraph 6 hereof.

The Grantor covenants and agrees not to obstruct the Easement Area or to interfere with the use of the same by the Grantee, the Grantee's employees, agents, contractors, representatives, heirs, successors or assigns, or to prevent ingress and/or egress of motor vehicles or construction vehicles over the Easement Area as reasonably necessary for the purposes described in this agreement, and shall cooperate with Grantee's contractor's safety plan. It is expressly acknowledged the Grantee shall have the right to mark locations of underground drainage pipes or structures.

4. The Grantor shall have the obligation, to maintain and repair the Stormwater Retrofit Project within the Easement Area, including without limitation settling basins, berms, rip rap, grass swales, manholes, pipes, and access roads leading to and from Luddington Court and to and from Longfellow Drive in accordance with sound engineering practices, and in the same condition as at construction. For clarification purposes, it is understood that Grantor shall have no obligation to maintain any portion of Town road or property owned by the Town in fee. Grantor shall conduct all maintenance and repair in accordance with the applicable New York State Department of Environmental Conservation regulations, standards and guidelines, and in accordance with the then current operation and maintenance manual approved by Grantee. The Grantee shall have the right, but not the obligation, to maintain and repair the Stormwater Retrofit Project, and the Grantor shall not obstruct or impede the Grantee in the exercise of that right. All structures and improvements created as part of the Stormwater Retrofit Project shall belong to the Grantee and the Grantor shall not remove or terminate the Stormwater Retrofit Project without the express written consent of the Grantor. The Grantor shall have the obligation to at all times properly operate and maintain the Stormwater Retrofit Project in accordance with the applicable New York State Department of Environmental Conservation regulations, standards and guidelines, and in

accordance with the then current operation and maintenance manual approved by Grantee.

5. The Grantee does hereby agree to indemnify and hold harmless the Grantor, its successors and assigns, from any claims arising out of any activities undertaken on the Easement Area by the Grantee or its agents in connection with said storm drainage system. The Grantor does hereby agree to indemnify and hold harmless the Grantee, its successors and assigns, from any claims arising out of any activities undertaken on the Property by the Grantor or its agents.

6. Nothing shall prevent the Grantor, his heirs, successors, and/or assigns, from the full use and enjoyment of the Easement Area except to the extent that the Grantor's use of the Easement Area will be constrained by this Easement.

Grantor and Grantee agree that in the event that Grantor desires to construct a road, driveway and/or parking area within the Easement Area, the following restrictions shall apply. (i) The road or driveway and parking area with associated drainage components shall be constructed solely within the area identified as "Easement Crossing Area" in the map attached at Exhibit C. (ii) The road or driveway and parking shall be constructed at Grantor's sole cost and expense pursuant to plans and specifications for construction and maintenance signed by a New York licensed professional engineer in compliance with all applicable Town, state, federal and NYCDEP permits. (iii) No excavation shall be permitted in the Easement Area except for drainage improvements show in the approved and permitted plans and specifications approved by Grantee. The construction of such improvements and maintenance plan for the same shall be subject to the reasonable written approval in advance by Grantee that such construction and the maintenance thereof by Grantor will not interfere with the performance or decrease the efficiency of the storm drainage system.

Grantor and Grantee further agree that a fence may be constructed along the western property boundary of the Property in order to delineate the boundary, provided that such fence does not interfere with access by the Grantee and Town for maintenance of the Stormwater Retrofit Project.

7. The Grantor hereby covenants that Grantor is seized of title to the Grantor's property and the Easement Area as described in Exhibit A and in Exhibit B, which are annexed hereto and made a part hereof, in fee simple and have good right to convey this Easement.

8. The Grantor and Grantee agree that this Easement shall be effective upon the execution by all parties and on the payment of the purchase price as set forth in the Purchase and Sale Agreement. This Easement shall be filed in the office of the Putnam County Clerk upon full execution by all parties; that this Easement shall be perpetual in duration and run with the land; and that the provisions, covenants and conditions of this Agreement are binding upon, and inure to, the benefit of the parties hereto and their heirs, successors and assigns, and personal and legal representatives.

9. This agreement may only be modified or amended by written instrument executed by the Grantor and the Grantee, or such parties' successors in interest, and recorded in the land records of Putnam County, New York. This agreement shall be governed by and construed in accordance with the laws of the State of New York. The Grantor and the Grantee agree to execute any additional documents which may be reasonably necessary in order to effectuate recording of this agreement in the Office of the Putnam County Clerk.

10. The Town of Kent shall be a third party beneficiary of this agreement. The Grantee reserves the right to assign all rights and obligations under this agreement in whole or in part to the Town of Kent without further notice to the Grantor. In the event of any such assignment in whole, the Town shall assume all rights and obligations of the Grantee under this agreement and the Grantee shall be released from this agreement upon the completion of the construction work and the area is stabilized as provided by the Grantee's construction plans and specifications. In the event of such assignment, the assignee shall assume responsibility for all of the outstanding obligations and responsibilities of the assignor pursuant to this Agreement, including, but not limited to, the construction work and the post construction stabilization, as provided by the Grantee's construction plans and specifications.

TO HAVE AND TO HOLD, the Easement herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers as set forth below.

E.B.S.E., LLC, Grantor

By _____
Name: _____
Title: _____

EAST OF HUDSON WATERSHED
CORPORATION, Grantee

Richard Williams, Sr., President

TOWN OF KENT

Supervisor

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

On the ____ day of _____, 2024, 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 executed the same in his capacity, and by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

10 23 24

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

On the ____ day of _____, 2024, 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 executed the same in his capacity, and by his 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)
) ss.:
COUNTY OF PUTNAM)

On the ____ day of _____, 2024, 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 executed the same in his capacity, and by his 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:

**Christine M. Chale, Esq.
Rodenhausen Chale & Polidoro LLP
55 Chestnut Street
Rhinebeck, NY 12572**

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EXHIBIT A

PERMANENT EASEMENT AREA LEGAL DESCRIPTION

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EXHIBIT B
EASEMENT MAP