

WATERLINE EASEMENT AGREEMENT

THIS AGREEMENT, made as of the ___ day of April, 2016, by and between **J.A.M. OF NEW PALTZ, INC.**, a New York State corporation with its place of business located at 47 South Putt Corners Road, New Paltz, NY 12561 and Michael and Jean Moriello, 47 South Putt Corners Road, New Paltz, NY 12561 (hereinafter collectively "OWNERS") and the **TOWN OF NEW PALTZ**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York with offices at 52 Clearwater Road, New Paltz, New York 12561 (hereinafter "TOWN"),

WITNESSETH

WHEREAS, Michael and Jean Moriello are the owners of a parcel of land situated on and adjoining South Putt Corners Road in the Town of New Paltz, as shown and designated on the Town of New Paltz Tax Map as Section 86.12, Block 2, Lot 58.200; and

WHEREAS, J.A.M. of New Paltz, Inc. is the owner of a parcel of land situated on and adjoining South Putt Corners Road in the Town of New Paltz, as shown and designated on the Town of New Paltz Tax Map as Section 86.4, Block 2, Lot 3.115 ; and

WHEREAS, the TOWN desires to construct a waterline in and over a portion of the OWNERS' property, to be owned by the Town of New Paltz, located in Town Water District No. 2 and operated as part of the Town's water system; and

WHEREAS, the waterline would allow Water District No. 1 and Water District No. 2 to provide improved water pressure and fire flows for existing users and properties served by the District, including the New Paltz High School; and

WHEREAS, OWNERS have agreed to donate and grant to the TOWN a non-exclusive easement and right of way over the respective portions of each OWNER's premise to construct, install, operate, maintain, replace and improve the aforesaid waterline and appurtenances thereto (the "Easement Area"); and

WHEREAS, the respective Easement Area on each OWNER's property is more particularly described in the annexed Schedule "A", and the proposed waterline and Easement Area are generally shown on a plan prepared by David Clouser & Associates, entitled "South Putt Water Main Connection", dated March 11, 2016, attached as Exhibit "A"; and

WHEREAS, the Town Board of the Town of New Paltz, as SEQRA Lead Agency, has considered the proposed SEQRA action, the Environmental Assessment Form prepared by the Town Engineer, the criteria of significance set forth in 6 NYCRR 617.4, and issued a determination of significance on March 17, 2016 finding that the proposed action will not have any significant adverse impact on the environment and that preparation of an environmental impact statement is not required;

WHEREAS, the parties desire to reduce their understanding to writing;

NOW, THEREFORE, in pursuance of said agreement, and for and in consideration of ZERO AND NO/100 (\$0.00) DOLLARS, as a donation to the Town, and in further consideration of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. Each OWNER hereby grants unto the TOWN, its successors and assigns, a non-exclusive easement and right-of-way across, on, in and over the premises of said OWNER hereinafter described, for the purpose of constructing, operating, repairing, replacing,

maintaining, enlarging and improving waterlines, mains, pipes and appurtenances, together with the right for such purposes to enter onto and over the said premises, which premises are more particularly described in Schedule "A" annexed.

2. In addition, OWNERS and TOWN acknowledge that the TOWN may require the temporary use of adjacent to the Easement Area for staging contractor's equipment and vehicles, and stockpiling materials during construction, and agree to designate a mutually agreeable area suitable for that purpose prior to the start of construction. After construction activities are completed, all vehicles, equipment and materials will be removed from that area and the area will be restored by the TOWN in accordance with Paragraph 3.

3. The TOWN hereby agrees and covenants that after any work or construction is completed by the TOWN, the easement areas and any areas outside the bounds of the permanent easement, if disturbed, will be substantially restored to the condition existing before said work. The disturbed area will be filled, refilled, regraded and reseeded should it settle and sink subsequent to the completion of work performed by the TOWN.

4. Each OWNER hereby covenants and agrees that no structures, permanent improvements, or any obstructions whatsoever, shall be constructed within the waterline easement area, excepting for said OWNER'S reserved right of use, improvement and connection to the existing well which is located northerly of the waterline Easement Area and approximately fifty feet (50') east of an existing farm lane. Each OWNER agrees to provide reasonable notice to the TOWN of any substantial improvement to be installed in the Easement Aea on said

OWNER's property, and opportunity for the TOWN to review (not approve) such construction
The right of the TOWN to review such construction is intended solely to ensure that such
construction does not adversely affect, or impede access to, the TOWN'S water facilities within
the Easement Area, and TOWN hereby covenants that its review will not be unreasonably
delayed and that it will be responsible for the cost of any such review it undertakes. Otherwise,
nothing shall prevent said each OWNER from the full use and enjoyment of said OWNER's
property, provided such use does not interfere with the uses for which the easement is granted.

5. Each OWNER reserves the right and said OWNER may continue to use and/or
reestablish the existing farm vehicle crossing at the location shown on the waterline plan without
prior notice to the TOWN and without approval by the TOWN. ~~Private~~ Additional private
vehicle crossings and utilities infrastructure are hereby reserved and may be established at other
locations within the Easement Area, but use of all crossings shall be limited to normal and
customary use of private vehicles by OWNERS, provided such uses do not interfere with the uses
for which the easement is granted. Each OWNER agrees to provide reasonable notice to the
TOWN of any substantial improvement to be installed in the Easement Area located on said
OWNER's property, and opportunity for the TOWN to review (not approve) such construction
The right of the TOWN to review such construction is intended solely to ensure that such
construction does not adversely affect, or impede access to, the TOWN'S water facilities within
the Easement Area, and TOWN hereby covenants that its review will not be unreasonably
delayed and that it will be responsible for the cost of any such review it undertakes. Nothing in

this Agreement is intended to prevent or restrict the right reservation and right of the OWNERS to propose construction of public and/or private roadways and utilities infrastructure across any portions of the Easement Area in order to provide access and utilities to the aforesaid property of OWNERS.

6. Each OWNER reserve the right to connect and said OWNER may connect a service line and all related infrastructure to the aforesaid facilities to serve uses on that portion of its property within Water District No. 2, at its own cost and expense, provided such work is performed in accordance with plans approved by the Town Water Department and/or Town Engineer, and conform to applicable TOWN specifications.

7. Each OWNER reserves the right to connect and said OWNER may connect to and improve the aforesaid facilities to provide a public water supply a/k/a public water system, as that term is defined in the Public Health Law, to uses on that portion of its property within within Water District No. 2. OWNER shall obtain all necessary federal, state and local permits and approvals for such supply, including land use approvals for the use. All work shall be at OWNER's sole cost and expense, and be performed in accordance with plans approved by the Town Water Department and/or Town Engineer, and conform to applicable TOWN specifications.

8. Each OWNER reserves the right to connect and said OWNER may connect to and improve the aforesaid facilities to provide a public water supply a/k/a public water system, as that term is defined in the Public Health Law, to uses on any portion of its property not within Water

District No. 1 and not within Water District No. 2. Prior to approval of such connection, OWNER shall either petition for extension of Water District No. 1 and/or Water District No. 2, or the creation of a new water district to include the area to be served or enter into an agreement with the Town Board to provide such supply. OWNER shall be responsible for securing all necessary approvals to provide such supply, including any approval as may be necessary at law by the Village of New Paltz to expand or establish a Town and/or Village water district that will be supplied in whole or part by the Village, the TOWN and/or by OWNER, including approval by the Health Department of the proposed water distribution system, and approval by NYS DEC of a Water Withdrawal Permit as may be required at law by the proposed use.

9. The TOWN shall require that each and every contractor(s) hired to do work for the benefit of the TOWN on the water facilities in the Easement Area, shall obtain and maintain, at their own expense, a general liability insurance policy in the amount of at least \$1,000,000.00 or the then generally applicable limits of coverage required for work on TOWN property, whichever may be higher, for accidents, injuries or property damage in the course of such work. The policy shall name the TOWN as the insured, the OWNERS as additional insureds, and the policy shall provide TOWN and OWNERS with at least ten (10) days prior notice of cancellation. Each contractor shall provide satisfactory evidence of such insurance to TOWN and OWNERS prior to entry upon the Easement Area.

10. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their

respective heirs, executors, administrators, successors, assigns and legal representatives.

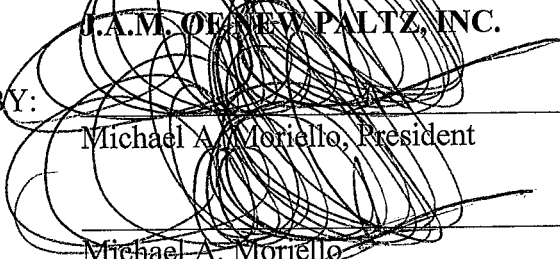
11.. J.A.M. of New Paltz, Inc. covenants that this conveyance is made in the usual and regular course of its business, and the rights and interests that are herein conveyed do not constitute all or substantially all of its property.

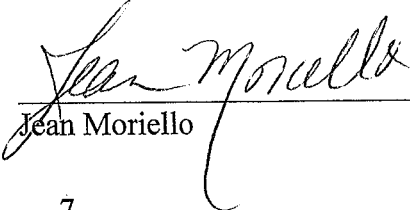
12. The Town Board accepted dedication of this Easement. and authorized the Supervisor to sign this Easement Agreement, at a meeting of the Town Board on March 17, 2016.

13. Following the recording of this Instrument within the Offices of the Ulster County Clerk and upon preparation of IRC Form 8283, Schedule B, by Owner's accountant, the TOWN agrees to review, execute and date the Donee Acknowledgment thereon for Owners' lawful charitable contribution filing purposes.

TO HOLD the said non-exclusive easement hereby granted unto the TOWN, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this easement to be executed.

J.A.M. OF NEW PALTZ, INC.
BY: 
Michael A. Moriello, President
Michael A. Moriello


Jean Moriello

TOWN OF NEW PALTZ

BY: _____
Neil Bettez, Supervisor

STATE OF NEW YORK

ss.:

COUNTY OF ULSTER

On the 20 of April 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL A. MORIELLO, 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.

Mary F. McGowan
NOTARY PUBLIC - STATE OF NEW YORK

MARY F. MCGOWAN
Notary Public, State of New York
Qualified in Ulster County

STATE OF NEW YORK Commission Expires November 16, 2017

ss.:

COUNTY OF ULSTER

On the 20 of April 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared JEAN MORIELLO, 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.

Mary F. McGowan
NOTARY PUBLIC - STATE OF NEW YORK

MARY F. MCGOWAN
Notary Public, State of New York
Qualified in Ulster County

STATE OF NEW YORK Commission Expires November 16, 2017

ss.:

COUNTY OF ULSTER

On the ___ of _____ 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared NEIL BETTEZ, 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

David Clouser & Associates

Licensed Professional Engineers and Land Surveyors
One Paradise Lane ♦ Suite 200
New Paltz, New York 12561

Telephone: (845) 256 - 9600
Fax: (845) 256 - 9700
E-mail: dbsea@dcaengrs.com

April 2016

EASEMENT DESCRIPTION

For the
INSTALLATION, REPAIR & MAINTENANCE OF A WATERLINE
TO BE GRANTED TO THE TOWN OF NEW PALTZ
THROUGH LANDS OF ANTHONY J. MORIELLO.

ALL THAT LAND, situate in the Town of New Paltz, County of Ulster, State of New York, bound and described as follows:

BEGINNING at a point on the southerly corner of lands of Anthony J. Moriello (Deed Reference Liber 1424, Page 515), said point being near the end of a stone wall on the northwesterly line of South Putt Corners Road,

THENCE from said point of beginning in a northwesterly direction along the division line between lands of Anthony J. Moriello and lands of J.A.M. of New Paltz, Inc. (Deed Reference Liber 1827, Page 228) and generally along a stone wall, North $54^{\circ}08'52''$ West, 797.24 feet to the southerly corner of lands of the Town of New Paltz (Deed Reference Liber 2374, Page 315), and also being the most westerly corner of lands of Anthony J. Moriello;

THENCE South $78^{\circ}32'19''$ East, 48.43 feet to a point on a line parallel with and 20.00 feet equidistant northeasterly of the aforesaid division line between lands of Anthony J. Moriello and lands of J.A.M. of New Paltz, Inc.;

THENCE South $54^{\circ}08'52''$ East along said parallel line, 751.48 feet to a point on the northwesterly line of South Putt Corners Road;

THENCE from aforesaid point on the northwesterly line of South Putt Corners Road South $31^{\circ}07'43''$ West, 20.07 feet to the point of beginning containing an area of approximately 0.356 acres, more or less.

THE ABOVE DESCRIBED easement is for the purpose of installation, repair and maintenance of a waterline and appurtenances.

ALSO GRANTING therewith a temporary construction easement, the limits of which shall be set forth prior to the commencement of construction.

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April 2016

EASEMENT DESCRIPTION

for

INSTALLATION, REPAIR & MAINTENANCE OF A WATERLINE TO BE GRANTED TO THE TOWN OF NEW PALTZ THROUGH LANDS OF J.A.M. OF NEW PALTZ, INC.

ALL THAT LAND, situate in the Town of New Paltz, County of Ulster, State of New York, bound and described as follows:

BEGINNING at a point on the southerly corner of lands of the Town of New Paltz (Deed Reference Liber 2374, Page 315), the most westerly corner of lands of Anthony J. Moriello (Deed Reference Liber 1424, Page 515), and being on the division line between Town of New Paltz and J.A.M. of New Paltz, Inc. (Deed Reference Liber 1827, Page 228),

THENCE from said point of beginning in a southeasterly direction generally along a stone wall and along the division line between lands of Anthony J. Moriello and lands of J.A.M. of New Paltz, Inc. South 54°08'52" East, 48.43 feet to a point;

THENCE North 78°32'19" West, 48.08 feet to a point on a line parallel with and 20.00 feet equidistant southwesterly of the aforesaid division line between lands of the Town of New Paltz and the lands of J.A.M. of New Paltz, Inc.;

THENCE North 56°03'49" West along said parallel line 149.52 feet;

THENCE North 33°57'41" East, 20.00 feet to a point on the division line between lands of J.A.M. of New Paltz, Inc. and lands of the Town of New Paltz;

THENCE in a southeasterly direction generally along a stone wall and along said division line South 56°03'49" East, 145.54 feet to the point of beginning containing an area of approximately 0.079 acres, more or less.

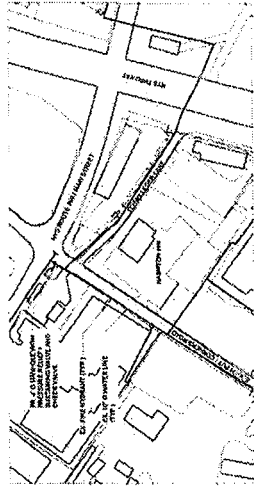
THE ABOVE DESCRIBED easement is for the purpose of installation, repair and maintenance of a waterline and appurtenances.

ALSO GRANTING a temporary construction easement, the limits of which shall be set forth prior to the commencement of construction.

WATER MAIN CONNECTION PLAN

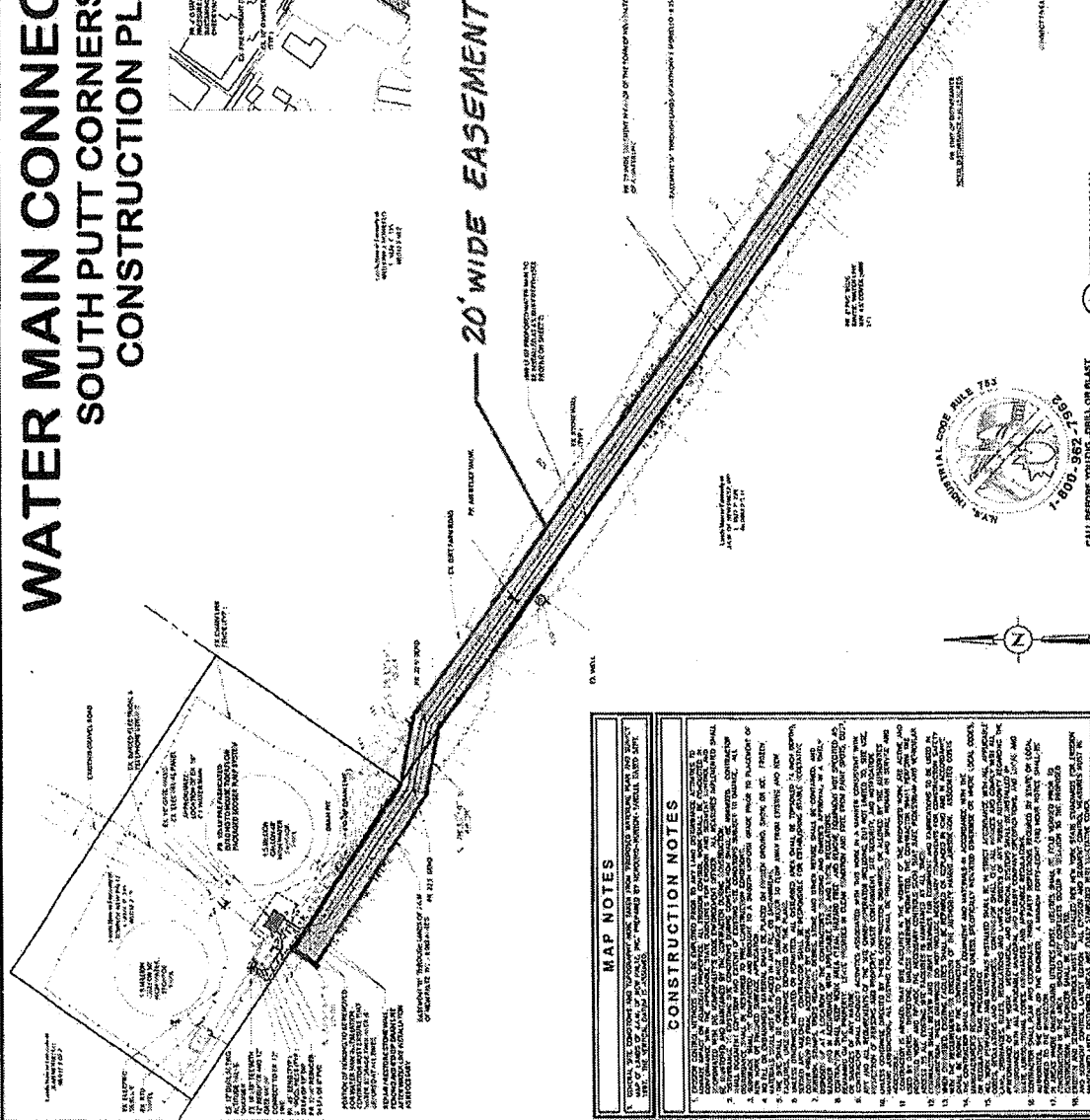
SOUTH PUTT CORNERS ROAD

CONSTRUCTION PLANS



1. PRESSURE REGULATED SUSPENDING VALVE BLOW UP PLAN

20' WIDE EASEMENT



MAP NOTES

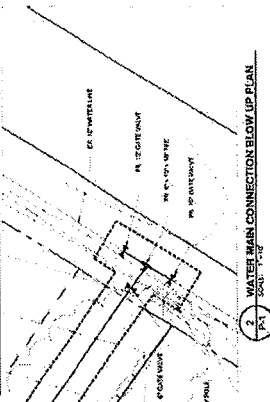
1. OWNER HAS REVIEWED THIS PLAN AND APPROVES THE SAME.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND LOCAL CODES AND REGULATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS DAMAGED DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFETY MEASURES DURING CONSTRUCTION.
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11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SECURITY DURING CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE RECORD DRAWINGS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE AS-BUILT DRAWINGS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE MAINTENANCE DRAWINGS.
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18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE MODIFICATION DRAWINGS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE ADDITION DRAWINGS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DELETION DRAWINGS.

CONSTRUCTION NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND LOCAL CODES AND REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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WATER SYSTEM NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND LOCAL CODES AND REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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2. WATER MAIN CONNECTION BLOW UP PLAN

David Clouser & Associates
Professional Engineers & Land Surveyors

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www.dca-engineers.com

dca

David Clouser & Associates
Professional Engineers & Land Surveyors

PLAN SHEET

SOUTH PUTT WATER MAIN CONNECTION

TOWN OF NEAPOLITAN

SOUTH PUTT CORNERS ROAD

DAVID CLOUSER & ASSOCIATES

DATE: 08/14/12

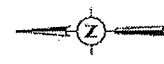
SCALE: AS SHOWN

PROJECT NO.: 12-001

SHEET NO.: 1 OF 1



CALL BEFORE YOU DIG, DRILL OR BLAST
IT'S THE LAW



1" = 10'