

AGREEMENT

Agreement made this _____ day of March 2024 between Croton Westchester LLC, with mailing address at 1250 Albany Post Road, Croton-on-Hudson, New York 10520, (hereinafter collectively "Owner") and the Village of Croton-on-Hudson, a municipal corporation with offices at One Van Wyck Street, Croton-on-Hudson, New York 10520 (hereinafter referred to as "the Village").

WHEREAS, Croton Westchester LLC is the owner of property known as 1250 Albany Post Road, Croton-on-Hudson, New York, Section 67.19, Block 1, Lot 2 more fully described in Schedule A attached hereto (the "Property"); and

WHEREAS, Croton Westchester LLC has on said property a wastewater collection and pumping system that will connect with the Village's sanitary sewer system force main on Albany Post Road and thence into the County's Ossining Sanitary Sewer Treatment Plant; and

WHEREAS, the parties wish to set forth their agreement as to the rights and obligations of each of the parties with respect to the wastewater collection and pumping system on the Property;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

1. Croton Westchester LLC or any future owner of the Property (the "Owner") will construct and install the wastewater collection and pumping system, including the connecting force main from the house on said property to the Village's sanitary sewer force main on Albany Post Road, all in accordance with engineering plans approved by the Village Engineer.

2. The Owner will be responsible for the repair, maintenance

and, if necessary, the replacement of its wastewater collection and pumping system from the house on the Property to and including the connection to the Village's sanitary sewer force main.

3. The Village will be entitled, in its sole judgment, to shut down the Village's force main for repairs and maintenance, and the Owner will cooperate with the Village during any such operations, including limiting water use and, if necessary, temporarily shutting off its wastewater pumping system.

4. The Village will have the right of access to the Property for purposes of inspecting and/or, shutting off the wastewater pumping system, if, in the Village's sole judgment, such action is required for any reason affecting the Village's sanitary sewer system or a health hazard to the occupant of the Property or to the community generally.

5. The Owner, at its sole cost and expense, will upgrade the wastewater pumping system if, in the Village's sole judgment, such action is required by reason of operational or other changes in the Village's sanitary sewer system resulting in changes in the flow or pressure in that system.

6. The Owner will make any necessary maintenance or repairs to the wastewater collection and pumping system within forty-eight (48) hours of notification, oral or written, from the Village.

7. It is the Owner's responsibility to assure that there is no discharge of surface water, runoff, drainage water, gutter water, or non-sanitary wastewater from the Property into the Village's sanitary sewer system.

8. Croton Westchester LLC acknowledges that its wastewater collection and pumping system is designed to limit inflow and infiltration into the Village's sanitary sewer system. It is the

Owner's responsibility to assure, that during the construction process, and at all times thereafter, inflow and infiltration are limited to generally accepted State and County code and/or standards.

9. The Owner will notify the Village Engineer at least forty-eight (48) hours prior to commencing repairs to any part of its wastewater system. In the event of emergency repairs for which forty-eight (48) hours' notice is not feasible, the Owner will provide such notice as soon as possible.

10. This agreement shall inure to the benefit of, and be binding upon, the parties and their respective legal representatives, successors or assigns.

11. This agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Croton Westchester LLC

By _____

VILLAGE OF CROTON-ON-HUDSON

By _____

Bryan Healy, Village Manager

State of New York)
)ss.:
County of Westchester)

On the _____ day of March in the year 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 (s) whose names (s) are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

State of New York)
)ss.:
County of Westchester)

On the _____ day of March in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Bryan Healy**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (s) are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

Record and Return to:

Daniel O'Connor, P.E.
Village Engineer
Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, NY 10520

SCHEDULE A

All that certain plot piece or parcel of land, situate lying and being in the Village of Croton on Hudson, Town of Cortlandt, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the division line of lands now or formerly Sergio Losapio and lands now or formerly Marshall & Rosalie Nathan with the westerly line of Albany Post Road, also known as North Riverside Avenue and State Route 9A;

THENCE along the westerly line of Albany Post Road and continuing along lands now or formerly Sheryl Parker and Louis Dorante the following courses and distances:

South 54 degrees 19 minutes 44 seconds east 45.70 feet;

South 45 degrees 48 minutes 44 seconds east 266.43 feet to the southeasterly corner of the premises herein described;

THENCE continuing along lands now or formerly Sheryl Parker and Louis Durante the following courses and distances:

South 53 degrees 51 minutes 33 seconds west 227.79 feet;

South 43 degrees 20 minutes 16 seconds west 346.44 feet to a point on the easterly line of U.S. Route 9, also known as Croton River-Peekskill State Highway No. 657, said point marked by a monument;

THENCE along the easterly line of U.S. Route 9 north 54 degrees 22 minutes 50 seconds west 414.75 feet to lands now or formerly Sky View Nursing Realty LLC;

THENCE along said lands north 38 degrees 20 minutes 16 seconds east 237.24 feet to lands now or formerly Marshall & Rosalie Nathan;

THENCE along said lands the following courses and distances;

North 86 degrees 24 minutes 10 seconds east 161.30 feet;

North 38 degrees 20 minutes 16 seconds east 175.80 feet;

North 78 degrees 32 minutes 10 seconds east 115.84 feet to the westerly line of Albany Post Road and the point and place of BEGINNING.