

EASEMENT

EASEMENT made this _____ day of June, 2024 by 41-51 Maple Housing Development Fund Corporation, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York, with an office at c/o Housing Action Council, 55 Broadway #2, Tarrytown, New York (the “HDFC”) and 41-51 Maple LLC, a New York limited liability company, with an address at 1055 Saw Mill River Road, Suite 204, Ardsley, New York 10502 (the “Company” and together with the HDFC, hereinafter referred to as “Grantor”), and the VILLAGE OF CROTON-ON-HUDSON, a New York Municipal Corporation having its offices at 1 Van Wyck Street, Croton-on-Hudson, NY, 10520 (hereinafter referred to as “Grantee”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Declaration of Interest and Nominee Agreement dated as of December 8, 2022 between the LLC and the HDFC, the HDFC is the owner in fee simple and the LLC is the beneficial owner of certain real property (the “Property”) lying and being in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester, and State of New York, known as 43-45 Maple Street and designated on the tax maps of the Village of Croton-on-Hudson and Town of Cortlandt as Section 78.12.19 Block 3, Lot 3 and being further described on Schedule A annexed; and

WHEREAS, Grantee wishes to obtain, and Grantor is willing to grant to Grantee, an easement (the “Easement”) for a ductile iron water main and other appurtenances (collectively, the “Water Main”) in, on, under, over and upon a portion of the Property, which are further described on Schedule B annexed (the “Easement Area”) and shown on a survey map titled “Water Line Easement for Lands of 41-51 Maple Housing Development Corporation” dated March 14, 2024 and prepared by Creighton Manning

Engineering LLP (the "Survey") Schedule C annexed; and

NOW, THEREFORE, for ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if set forth at length.

2. Subject to the terms of this Easement Agreement, Grantor hereby grants to Grantee a perpetual Easement in, under, and upon the Easement Area for the purposes of replacing, maintaining, altering, operating, and repairing the Water Main therein.

(a) Except in cases of emergency as determined by the Grantee, Grantee shall provide Grantor at least thirty (30) days prior written notice of its intention to replace the Improvements and ten (10) days prior written notice to maintain, and/or repair the Improvements.

(b) During any replacement, maintenance or repair of the Water Main, Grantee shall maintain the Easement Area in a safe manner and free of debris.

(c) After replacement, maintenance, or repair of the Water Main, Grantee shall restore the surface of the earth as near as possible to its original condition, and all trash and debris shall be removed by the Grantee. The Grantee shall have the right but not the obligation to maintain the Easement Area clear of woody vegetation.

(d) The Grantor shall not place any structure or building of any type, nature, or description within the Easement Area, and Grantor shall not change the elevation of the surface of the Easement Area from the existing elevation as shown on the Survey.

3. Grantee shall replace in kind any pavement, underground drains or other utilities, curbing, or other improvements damaged or disturbed during the installation, replacement, maintenance, or repair of the Water Main and while this easement is in effect.

4. Grantee shall hold harmless and indemnify Grantor from and against any costs, expenses or liabilities, including reasonable attorneys' fees, that may arise from Grantee's use of the Easement. At all times during which Grantee is using, installing, replacing, maintaining, or repairing the Improvements, it shall maintain in full force and effect liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars naming Grantor, or their successors and assigns as additional insureds, and Grantee shall provide proof of such insurance upon Grantor's request from time to time. Upon execution hereof, Grantee shall provide Grantor a certificate of insurance issued by an insurance company licensed to do business in the State of New York and with an A.M Best rating of A or better.

5 This Easement, and the obligations of the parties, shall run with the land in perpetuity and shall bind the parties and their respective successors, heirs, executors, administrators, personal representatives, and assigns.

WHEREFORE, the parties have executed this instrument on the day and year first above written, intending that same be recorded in the Office of the Clerk of the County of Westchester, Division of Land Records.

GRANTOR:

41-51 Maple Street Housing Development
Fund Corporation

By: _____

Nance Shatzkin, President

41-51 MAPLE LLC

By: 41-51 Maple Manager LLC,
Managing Member

By: 41-51 Maple Associates
LLC, Managing Member

By: _____

Name: Lawrence Regan

Title: Authorized Signatory

GRANTEE:

VILLAGE OF CROTON-ON-HUDSON

By: _____

Bryan Healy, Village Manager

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

On October , 2014, before me, the undersigned, personally appeared **NANCE SHATZKIN, on behalf of 41-51 MAPLE STREET HOUSING DEVELOPMENT FUND CORPORATION**, 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 and 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 upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On October , 2014, before me, the undersigned, personally appeared LAWRENCE REGAN, on behalf of 41-51 MAPLE LLC, 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 and 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 upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On October , 2014, before me, the undersigned, personally appeared BRYAN HEALY, on behalf of the VILLAGE OF CROTON-ON-HUDSON, 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 and 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 upon behalf of which the individual acted, executed the instrument.

Notary Public