

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

SECTION 17 BLOCK 4 LOT 6, 20, 21, 22, 23, 24

RECORD AND RETURN TO:
(name and address)

WOODLAND ESTATES LLC

TO

TOWN OF GOSHEN

JOSEPH S. SCARMATO, PLLC
105 LEWIS DRIVE
UPPER NYACK, NEW YORK 10960

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER Alt of Way

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2003 SO. BLOOMING GROVE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)
4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALLKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)
5809 WOODBURY (VLG)
CITIES
0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 9
CERT. COPY
MAP#
CROSS REF.
ADD'L X-REF.
PGS.

PAYMENT TYPE: CHECK X
CASH
CHARGE
NO FEE

Taxable
CONSIDERATION \$ 0
TAX EXEMPT
Taxable
MORTGAGE AMT. \$

- MORTGAGE TAX TYPE:
(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(E) EXEMPT
(F) 3 TO 6 UNITS
(I) NAT.PERSON/CR. UNION
(J) NAT.PER-CR.UN/1 OR 2
(K) CONDO

ANN G. RABBITT
ORANGE COUNTY CLERK

Received From J. Scarmato

RECORDED/FILED
01/07/2014/ 13:41:54
ANN G. RABBITT
County Clerk
ORANGE COUNTY, NY
FILE#20140001270
RT WY / BK 13701PG 0484
RECORDING FEES 90.00
TTX# 003435 T TAX 0.00
Receipt#1705878 maryp



DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT

THIS DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT made as of this 24th day of October, 2013, by and among **WOODLAND ESTATES, LLC**, having its principal offices located at PO Box 286, Monroe, New York 10950, being hereinafter referred to as "the party of the first part", for both the benefit of, and burden upon, the future owners of the lots shown on a 25 lot residential subdivision entitled "Subdivision Plat, Subdivision of Houston" the "Subdivision Map", "the parties of the second part" and for the benefit of, but not the burden upon, the **TOWN OF GOSHEN**, a municipal corporation organized and existing pursuant to the laws of the State of New York, having its office at 41 Webster Street, Goshen, New York 10924, being hereinafter referred to as "the party of the third part".

WITNESSETH

WHEREAS, the parties of the first part are the present owners in fee simple of the Lots Shown on a 25 lot residential subdivision entitled "Subdivision Plat, Subdivision of Houston", the "Subdivision Map" filed in the office of the Orange County Clerk on January 30, 2008 as Map No. 46-08; and

WHEREAS, the party of the first part has proposed to amend the Subdivision Map by a Map entitled "Amended Subdivision Plan for Houston (Lots 6, 19 & 20)", prepared by Lanc & Tully Engineering and Surveying, P.C., dated March 12, 2013, last revised March 12, 2013, which map provides for the relocation of certain drainage facilities and easements previously shown on the Subdivision Map; and

WHEREAS, the party of the first part is willing to permit the party of the second part and the Town of Goshen a Drainage and Maintenance Agreement over and through said Lots 6, 20, 21, 22, 23, and 24 with respect to the maintenance of the drainage facilities that shall be installed which shall become the responsibility and obligation of the party of the second part, as the case may be; and

WHEREAS, the Planning Board of the Town of Goshen has issued an Amended Resolution of Conditional Final Approval with respect to said Amended Subdivision Plan on March 21, 2013; and

WHEREAS, pursuant to the Amended Resolution of Conditional Final Approval granted by the Planning Board, certain easements were required to be filed.

WHEREAS, the party of the first part, intending to be legally bound, does hereby grant to the party of the second part a free and unobstructed right-of-way upon, over, across, under, in and to the premises described in Schedule "A" annexed hereto (hereinafter referred to as the "Easement Area"). Being and intended to describe a portion of Lots 6, 20, 21, 22, 23, and 24, on the "Amended Subdivision Plan for Houston (Lots 6, 19 & 20), as an

easement for drainage, construction, maintenance and reconstruction of storm drainage facilities and associated improvements.

NOW, in consideration of the foregoing, it is hereby agreed as follows:

1. The party of the first part does hereby grant to the TOWN OF GOSHEN, its successors and assigns in perpetuity, a twenty (20') foot wide drainage easement and all necessary appurtenances thereto, along with the right but not the obligation, to enter upon, across and along the property of party of the first part hereinafter more particularly described in Schedule "A" annexed hereto, for the purpose of maintaining said easement and right-of-way. This easement creates no obligation on the part of the TOWN OF GOSHEN to install and/or maintain such drainage system and/or facilities, but only permits the TOWN OF GOSHEN to exercise such rights if it desires in its sole discretion to do so, subject only to the restoration of any lands disturbed by the TOWN OF GOSHEN during the exercise of such rights to the same or equal condition that existed prior to such disturbance. The party of the first part, or of the second part as the case may be, shall reimburse the TOWN OF GOSHEN for the cost of any such maintenance performed by the TOWN OF GOSHEN. If the party of the first part, or the party of the second part, as the case may be, fails to reimburse the TOWN OF GOSHEN for the cost of such maintenance within thirty (30) days after receipt of an invoice from the TOWN OF GOSHEN describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the easement property until paid in full.

Prior to each exercise of rights granted herein, the TOWN OF GOSHEN shall make reasonable efforts to serve notice on the party of the first part, or the party of the second part, as the case may be, of its intent to enter upon the easement area. In cases of emergency, no prior notice need be given. The ability to enter such easement area is a right, not an obligation, of the TOWN OF GOSHEN; and by this conveyance, the party of the first part, and its successors and assigns, release the TOWN OF GOSHEN from any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers.


This Drainage Easement and Maintenance Agreement shall, from the date hereof, be perpetual and shall not be construed as being null and void or extinguished by merger or otherwise, and shall be construed to run with the land and bind or inure to the benefit of, subject as aforesaid, the parties hereto or benefitted or burdened hereby, including, without limitation, all Future Owners, as the case may be, as well as their respective heirs, legal representatives, transferees, successors and/or assigns and all those claiming by, through or under any of the foregoing.

2. The party of the first part, its legal representatives, transferees, assignees, successors and all those claiming by, through or from him shall not construct excavate or in any way disturb, impede, or obstruct the easement or any portion thereof, except that this provision shall not prevent the owner of the said Lots 6, 20, 21, 22, 23 and 24, from installing and maintaining a grass lawn over said easement.

IN WITNESS WHEREOF, the party of the first part, intending to be legally bound, has caused this Declaration of Easement and Maintenance Agreement to be executed by its duly authorized officer and its seal to be affixed hereto for the purposes hereinabove set forth as of the day and year first above written.



WOODLAND ESTATES, LLC.
By: Jacob Hirsch, Manager

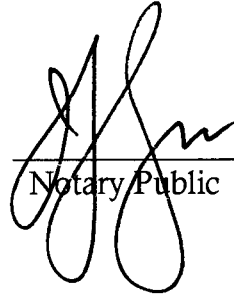


TOWN OF GOSHEN
By: Douglas Bloomfield, Supervisor

STATE OF NEW YORK)
> ss.:
COUNTY OF ORANGE)

On the 24 day of October, in the year 2013, before me the undersigned, a Notary Public in and for said State, personally appeared JACOB HIRSCH, 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), or the person upon behalf of which the individual(s) acted, executed the instrument.

JOSEPH S. SCARMATO
Notary Public, State of New York
Rockland County No. 02SC4996677
Expires November 14, 20 ~~14~~



Notary Public

STATE OF NEW YORK)
> ss.:
COUNTY OF ORANGE)

On the ^{9th}~~25~~ day of ^{December}~~October~~, in the year 2013, before me the undersigned, a Notary Public in and for said State, personally appeared DOUGLAS BLOOMFIELD 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), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

KELLY M. NAUGHTON
Notary Public, State of New York
Qualified in Albany County
No. 01NA6115357
Commission Expires September 7, 20 16

SCHEDULE "A"
LEGAL DESCRIPTION

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. Lanc, P.E., L.S., P.P.
David E. Higgins, P.E.
Rodney C. Knowlton, L.S.

Arthur R. Tully, P.E.
John J. O'Rourke, P.E.
John D. Russo, P.E.

DESCRIPTION
DRAINAGE EASEMENT WITHIN LOT NOS. 20 THROUGH 24
HOUSTON SUBDIVISION
TOWN OF GOSHEN, ORANGE COUNTY, NEW YORK

OCTOBER 16, 2013

All that certain plot, piece, or parcel of land situate in the Town of Goshen, County of Orange, State of New York, said lands being shown as a portion of a drainage easement within Lot Nos. 19, 20, 21, 22, 23 and 24 on a map entitled "Subdivision Plan for Houston, Town of Goshen, Orange County, New York", dated December 2, 2004, last revised May 29, 2007 and filed in the Orange County Clerk's Office on January 30, 2008 as Filed Map No. 46-08, said lands being more particularly bounded and described as follows:

Beginning at a point lying on the easterly line of Abbe Road, said point being the northwesterly corner of Lot No. 20 and the southwesterly corner of Lot No. 21 as shown on the previously mentioned map; thence running along the easterly line of said Abbe Road, being a portion of a westerly line of lands herein described (1) on a curve to the right having a radius of 775.00 feet, an arc length of 15.05 feet, as defined by the chord North 04°-05'-20" West, as per Filed Map No. 46-08, 15.05 feet to a point being a northwesterly corner of lands herein described; thence running through lands of Woodland Estates, LLC on the following four (4) courses and distances: (2) South 89°-13'-32" East, a distance of 271.45 feet; (3) North 32°-32'-10" West, a distance of 141.73 feet; (4) North 04°-50'-19" East, a distance of 5.79 feet; and (5) South 88°-40'-55" West, a distance of 194.10 feet to a point being a southwesterly corner of lands herein described and lying on the easterly line of Abbe Road; thence running along the easterly line of said Abbe Road, being a westerly line of lands herein described (6) on a curve to the right having a radius of 775.00 feet, an arc length of 30.27 feet, as defined by the chord North 06°-15'-14" East, 30.26 feet to a point being a northwesterly corner of lands herein described; thence running through lands of said Woodland Estates, LLC on the following three (3) courses and distances: (7) North 88°-40'-55" East, a distance of 193.35 feet; (8) North 04°-50'-19" East, a distance of 201.17 feet; and (9) North 43°-58'-49" East, a distance of 356.90 feet to a point being the northerly corner of lands herein described and lying on the southwesterly line of Houston Road; thence running along the southwesterly line of said Houston Road, being the northeasterly line of lands herein described on the following two (2) courses and distances: (10) South 44°-01'-31" East, a distance of 227.35 feet; and (11) South 48°-42'-37" East, a distance of 57.80 feet to a point being the northeasterly corner of lands herein described and lying on the westerly line of lands now or formerly D & J, LLC; thence running along a portion of the westerly line of lands of said D & J, LLC being the easterly line of lands herein described (12) South 04°-40'-05" West, a distance of 497.15 feet to a point being the southeasterly corner of lands herein described, said point also being the northeasterly corner of Lot No. 19 and the southeasterly corner of Lot No. 20 as shown on the previously mentioned map; thence running through lands now or formerly Woodland Estates, LLC, being the southerly line of lands herein described on the following three (3) courses and distances: (13) South 82°-02'-58" West, a distance of 276.89 feet; (14) North 32°-32'-10" West, a distance of 109.79 feet; and (15) North 89°-13'-32" West, a distance of 288.31 feet to a point being the southwesterly corner of lands herein described and lying on the easterly line of Abbe Road; thence running along the easterly line of said Abbe Road, being a portion of a westerly line of lands herein described (16) on a curve to the right having a radius of 775.00 feet, an arc length of 15.08 feet, as defined by the chord North 05°-12'-10" West, 15.08 feet to the point or place of beginning.

Page 1 of 2

(845) 294-3700 • P.O. Box 687, Route 207, Goshen, N.Y. 10924 • FAX (845) 294-8609
www.lanctully.com

DESCRIPTION - CONTINUED
DRAINAGE EASEMENT WITHIN LOT NOS. 20 THROUGH 24
HOUSTON SUBDIVISION
TOWN OF GOSHEN, ORANGE COUNTY, NEW YORK

OCTOBER 16, 2013

Containing: 6.051± acres.

Premises herein described being a portion of Tax Map Lot Nos. 20, 21, 22, 23 and 24 in Block 4, within Section 17, as shown on the Tax Maps of the Town of Goshen, Orange County, New York, dated 2012.

Premises herein described being a portion of the same premises as described in Liber 5914 of Deeds at Page 28, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any other easements, rights-of-way, covenants or restrictions of record.

houston.de.lots20-24.desc.docx

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. Lanc, P.E., L.S., P.P.
David E. Higgins, P.E.
Rodney C. Knowlton, L.S.

Arthur R. Tully, P.E.
John J. O'Rourke, P.E.
John D. Russo, P.E.

DESCRIPTION
PROPOSED DRAINAGE EASEMENT WITHIN LOT NO. 6 – HOUSTON SUBDIVISION
TOWN OF GOSHEN
ORANGE COUNTY, NEW YORK

JANUARY 17, 2013

All that certain plot, piece, or parcel of land situate in the Town of Goshen, County of Orange, State of New York, said lands being a 20' wide drainage easement being more particularly bounded and described as follows:

Beginning at a point lying on the westerly line of Abbe Road being the northeasterly corner of lands herein described, said point being the southeasterly corner of Lot No. 5 and the northeasterly corner of Lot No. 6 as shown on a map entitled "Subdivision Plan for Houston, Town of Goshen, Orange County, New York", dated December 2, 2004, last revised May 29, 2007 and filed in the Orange County Clerk's Office on January 30, 2008 as Filed Map No. 46-08; thence running along the westerly line of said Abbe Road being the easterly line of lands herein described on the following two (2) courses and distances: (1) on a curve to the left having a radius of 825.00 feet, an arc length of 180.46 feet, as defined by the chord South 01°-41'-03" East, as per Filed Map No. 46-08, 180.10 feet to a concrete monument at a point of tangency; and (2) South 07°-57'-02" East, a distance of 39.90 feet to a point of curvature being the northerly corner of Betsy Court as shown on the previously mentioned map; thence running along a northwesterly line of said Betsy Court being the southeasterly line of lands herein described (3) on a curve to the right having a radius of 25.00 feet, an arc length of 34.24 feet, as defined by the chord South 31°-61'-51" West, 31.62 feet to a point being the southerly corner of lands herein described; thence running through Lot No. 6, as shown on the previously mentioned map, being the westerly line of lands herein described on the following two (2) courses and distances: (4) North 07°-57'-02" West, a distance of 64.41 feet to a point of curvature; and (5) on a curve to the right having a radius of 845.00 feet, an arc length of 186.23 feet, as defined by the chord North 01°-38'-13" West, 185.85 feet to a point being the northwesterly corner of lands herein described and lying on the southerly line of Lot No. 5 as shown on the previously mentioned map; thence running along a portion of the southerly line of said Lot No. 5 being the northerly line of lands herein described (6) South 81°-26'-09" East, a distance of 20.05 feet to the point or place of beginning.

Containing 0.111± acres.

Premises herein described being a portion of Tax Map Lot No. 6, in Block 4, within Section 17, as shown on the Tax Maps of the Town of Goshen, Orange County, New York, dated 2012.

Premises herein described being a portion of the same premises as described in Liber 12631 of Deeds at Page 1296, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any other easements, rights-of-way, covenants or restrictions of record.

drainage.easement1.houston.lot6.desc.docx