

AN ACT authorizing the County of Westchester to enter into an easement agreement with the Village of Croton-on-Hudson to accept a 20-foot wide by approximately 674-foot long permanent easement for utility and telecommunication purposes on, over, through and across Village-owned land designated as section, block and lot number (Tax Parcel ID No.) 68.14-3-3 on the Tax Maps for the Town of Cortlandt for the benefit the County parcel adjacent to the Village Parcel and designated as Tax Parcel ID No 68.14-4-1 (commonly known as 352 Yorktown Road, Croton-on-Hudson).

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an easement agreement with the Village of Croton-on-Hudson (the “Village”) to accept a nonexclusive 20-foot wide by approximately 674 -foot long permanent easement for utility and telecommunication purposes from the Village to the County, its officers, employees, agents and contractors on, over, through and across Village-owned land designated as section, block and lot number (“Tax Parcel ID No.”) 68.14-3-3 on the Tax maps for the Town of Cortlandt and designated by the following metes and bounds description:

THE EASEMENT, BEGINNING AT A POINT WITH NYS-PCS COORDINATES N. 869,123.684, E. 666,643.009. SAID POINT AND PLACE OF BEGINNING BEING DISTANT FROM THE SOUTHWESTERLY CORNER OF THE PREMISES KNOWN AS THE VILLAGE OF CROTON-ON-HUDSON WATER SUPPLY DEPARTMENT LANDS SITUATED ON THE NORTH EASTERLY LINE OF NYS ROUTE 129. SAID SOUTH WESTERLY CORNER HAVING NY-SPC COORDINATES N. 869,043.378 E, 666,218.205. NORTH 39 DEGRESS 23 MINUTES 29 SECONDS EAST 2.630 FEET, NORTH 38 DEGRESS 36 MINUTES 49 SECONDS EAST 31.690 FEET, SOUTH 55 DEGREES 40 MINUTES 07 SECONDS EAST 192.161 FEET, AND NORTH 56 DEGRESS 30 MINUTES 35 SECONDS EAST 293.381 FEET.

THENCE FROM THE POINT AND PLACE OF BEGINNING THE FOLLOWING COURSES AND DISTANCES:

NORTH 35 DEGREES 7 MINUTES 7 SECONDS WEST 10.00 FEET,
NORTH 54 DEGREES 54 MINUTES 47 SECONDS EAST 8.662 FEET,
NORTH 54 DEGREES 54 MINUTES 47 SECONDS EAST 231.134 FEET,
NORTH 45 DEGREES 22 MINUTES 00 SECONDS EAST 161.791 FEET,
NORTH 41 DEGREES 48 MINUTES 49 SECONDS EAST 150.023 FEET,
SOUTH 86 DEGREES 06 MINUTES 24 SECONDS EAST 145.645 FEET
TO A POINT ON THE DIVISION LINE BETWEEN THE PREMISES
DESCRIBED HEREIN AND THE LANDS OF WESTCHESTER
COUNTY.

THENCE ALONG THE AFORESAID DIVISION LINE SOUTH 32
DEGREES 19 MINUTES 55 SECONDS WEST 22.745 FEET TO A
POINT.

THENCE ALONG THE LINE OF THE AFORESAID EASEMENT
NORTH 86 DEGREES 06 MINUTES 24 SECONDS WEST 125.042 FEET,
SOUTH 41 DEGREES 48 MINUTES 49 SECONDS WEST 140.871 FEET,
SOUTH 45 DEGREES 22 MINUTES 00 SECONDS WEST 164.083 FEET,
SOUTH 54 DEGREES 54 MINUTES 47 SECONDS WEST 224.786 FEET
AND

SOUTH 54 DEGREES 54 MINUTES 47 SECONDS WEST 16.667 FEET
TO A POINT.

THENCE NORTH 35 DEGREES 07 MINUTES 07 SECONDS WEST
10.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE
EASEMENT DESCRIBED HEREIN.

("Easement Area")

§2. The purpose of the easement is to benefit the County land located adjacent to the Village-owned land, across the Croton River, and designated as Tax Parcel ID No 68.14-4-1 on the Tax Maps for the Town of Cortlandt (commonly known as 352 Yorktown Road, Croton-on-Hudson) (the "County Parcel"), which the County acquired by a deed from C. Wesley Reynold, Jr., dated March 24, 1999, recorded in the Westchester County Clerk's Office, Division of Land Records, at Liber 12258, page 86.

§3. In the Easement Agreement, the County will be granted the right to install a new 50-foot County-owned utility pole ("County Pole") in the Easement Area and install/run a new County-owned electrical utility line ("County Utility Line") from the County Parcel over the Easement Area to the County Pole and then to the Village-owned Pole No. 4, connect the County Utility Line to Village A phase wire at Village Pole No. 4, and then share the A phase wire and Village Poles Nos. 1-4, inclusive, to connect to the Con Edison service.

§4. The County will also be granted the easement right to install, use, maintain, repair or replace within the Easement Area any wires, lines, cables (including fiber optic cables), plus necessary appurtenances, for the transmission and distribution of electricity, voice, internet, video, cable, data and other information and communication to, through, and across the Easement Area (“County Communication Equipment”) installed by the County, utility company, communication carrier or company for the benefit of the County Parcel, and to use Village Poles Nos. 1-4, inclusive, for such purposes.

§5. The County will also be granted pedestrian and vehicular access rights over Tax Parcel 68.14-3-3, as well as the following Village-owned parcels to access the Easement Area:

(ii) Tax Parcel No. 68.14-5-1 on the Tax Maps for the Town of Cortlandt, acquired by the Village by a deed from Susan L. Merrill to the Village, dated October 11, 2004, recorded in the Westchester County Clerk’s Office, Division of Land Records, at Control Number 443061175, and

(iii) Tax Parcel No. 68.14-5-2 on the Tax Maps for the Town of Cortlandt acquired by the Village by a deed from Susan L. Merrill to the Village, dated October 11, 2004, recorded in the Westchester County Clerk’s Office, Division of Land Records, at Control 443061175.

§6. Pursuant to the Easement Agreement, the County shall bear all costs and expenses in connection with the removal, installation, maintenance, repair and replacement of the County Pole, County Utility Line, the County Communication Equipment and County utility equipment. In addition, title to the County Pole, County Utility Line, County Communication Equipment and County utility equipment on the Village-owned parcels (not the fee) shall remain in the County.

§7. Pursuant to the Easement Agreement, the Village shall be responsible, at its cost and expense, to maintain and repair Village Poles Nos. 1-4, inclusive and the Village A Phase Wire. The County will agree to reimburse the Village 50% of the costs it incurs to maintain and repair Village Poles Nos. 1-4, inclusive, and the Village A Phase Wire, subject to appropriation by its County Board of Legislators pursuant to the Laws of Westchester County.

§8. Pursuant to the Easement Agreement, absent emergency repairs or other circumstances necessitating emergency work or access, the County shall provide reasonable notice, including approximate dates and times, for any work to be done within the Easement Area or within the access area. Under no circumstances, exempting emergency repairs or other circumstances necessitating emergency work or access, shall less than two weeks’ notice be provided without the mutual consent of the Village and Commissioner of the Department of Parks Recreation and Conservation or his/her designee.

§9. Pursuant to the Easement Agreement, the County shall be responsible, at its sole cost and expense, for any and all County utility and telecommunication connections and for the payment of all utilities and telecommunication services consumed in connection with the County Parcel. The parties will acknowledge that use of the electricity usage through the shared A phase

wire will be metered by the parties at their respective buildings and billed by Con Edison to the parties based upon their metered usage.

§10. The County shall have the right to terminate the Easement Agreement upon at least 30 days written notice in the event that the County determines in its sole discretion that it no longer requires the use of the Easement Area, and, upon such written notice, the Easement Agreement shall automatically terminate, and the County shall remove the County Pole, County Utility Line, County Communication Equipment and County utility equipment from the Easement Area and restore the Easement Area to substantially the condition prior to the County's use thereof, at the cost and expense of the County. In such event, the parties will agree to promptly execute and file with the Westchester County Clerk any and all documents necessary to put on notice with the County Clerk's Office the termination of this Easement Agreement and the rights and obligations granted thereunder.

§11. The County Executive or his authorized designee is hereby empowered to execute all instruments and take such action as may be reasonably necessary to effectuate the purposes hereof, including without limitation the execution of the Easement Agreement.

§12. This Act shall take effect immediately