

PERMANENT EASEMENT

THIS INDENTURE, made the _____ day of _____ the month of _____ in the year _____ of _____, between:

_____, as the property fully described herein, with address of:

_____, hereinafter referred to as the “party of the first part”, and ORANGE COUNTY SEWER DISTRICT NO. 1, a district organized and existing under the laws of the State of New York, with its principal office at the Department of Public Works - Division of Environmental Facilities & Services, 2455-2459 Route 17M, Goshen, New York, hereinafter referred to as the “party of the second part”.

WITNESSETH:

That the party of the first part, in consideration of the sum of One Dollar (\$1.00), paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, a permanent easement and right of way for sewer and drainage purposes, including the right to lay, relay, repair and replace drainage and sewer pipe and other drainage and sewer structure in, under, over, through and upon the premises of the party of the first part, which said premises are more particularly bounded and described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the _____ (Town/Village) of _____, County of Orange, State of New York, bounded and described on the attached Schedule “A” for the permanent easement. Said permanent easement hereinabove described is for the purpose of constructing, erecting, reconstructing, replacing, relocating, operating, maintaining, repairing or removing a sewer line or lines and together with the right at all times to enter upon the said premises to cut, trim, move and demolish any and all brush, trees, buildings, structures or other obstructions on the property, together with the right of ingress and egress from said premises at all times, in, over, under, upon and across the said property, together with all the rights and privileges necessary and appurtenant to the within easement.

The party of the second part hereby covenants and agrees that whenever it shall excavate or otherwise disturb the surface within the aforesaid easement area, it shall, at its own cost and expense, restore the surface to the condition it was in immediately prior to such excavation or disturbance.

FURTHERMORE, that said party of the second part forever releases said party of the first part, their heirs, successors and/or assigns for any and all other damages associated with the aforementioned sanitary sewer main as it effects the plot, piece or parcel of land as described in said Schedule "A".

IN WITNESS WHEREOF, the party of the second part of the plot, piece or parcel as described herein claims that no others have any ownership interest or other claim to and/or against this property and has duly executed this instrument the day and year first above written.

GRANTOR:

GRANTEE:

BY: _____ (sign)

BY: _____

Print Name:

Erik Denega, P.E., P.M.P.
Administrative Head OCSD#1

Print Title:

UNIFORM ACKNOWLEDGMENT

State of New York
County of _____

On the _____ day of _____ in the year _____ 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 name(s) is (are) subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) capacity(ies) and that by his (her) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

UNIFORM ACKNOWLEDGMENT

State of New York
County of _____

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared **Erik Denega**, 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) executed the same in his (her) capacity(ies) and that by his (her) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public