

SANITARY SEWER EASEMENT AGREEMENT

THESE SANITARY SEWER EASEMENTS are dated as of the 12<sup>th</sup> day of May, 2022 and are from CAMP-ROLL LLC, a New York limited liability company having a place for the transaction of business at 6790 Main Street, Suite 100, Williamsville, NY 14221 ("Grantor") to TOWN OF PENDLETON, a municipal corporation of the State of New York having its principal office at 6750 Campbell Blvd., Lockport, NY 14094 ("Grantee").

In consideration of One and No More (\$1.00 & No More) Dollars, Grantor hereby conveys to Grantee, its successors and assigns, permanent easements as detailed in the descriptions attached hereto as Exhibit A for the purpose of installation and maintenance of the sanitary sewers servicing the Meadows at Pendleton North Subdivision, shown under Map Cover filed in the Niagara County Clerk's Office on May 28, 2020 as Instrument No. M2020-00018, Slide 620-A and amended and re-filed in the Niagara County Clerk's Office on January 10, 2022 as Instrument No. M2022-00001, Slide 652-A.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CAMP-ROLL LLC

By: \_\_\_\_\_

  
Paul M. Bliss, Manager

State of New York    )  
County of Erie       ) ss:

On the 12<sup>th</sup> day of ~~April~~ <sup>May</sup> in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Paul M. Bliss, 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 instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

S. BONNIE LITZ  
Notary Public, State of New York  
Registration #01LI5025894  
Qualified In Erie County  
Commission Expires April 4, 2026

EXHIBIT A

SUGGESTED DESCRIPTION  
JOB NO. 2016040 SSE  
FEBRUARY 6, 2022

MEADOWS AT PENDLETON NORTH  
SANITARY SEWER EASEMENTS

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Town of Pendleton, County of Niagara and State of New York being part of Lot No 75, Township 13 Range 7 of the Holland Land Survey, being the sanitary sewer easements shown on a subdivision map of The Meadows at Pendleton North filed in the Niagara County Clerk's Office as Instrument No. M2022-00001, bounded and described as follows:

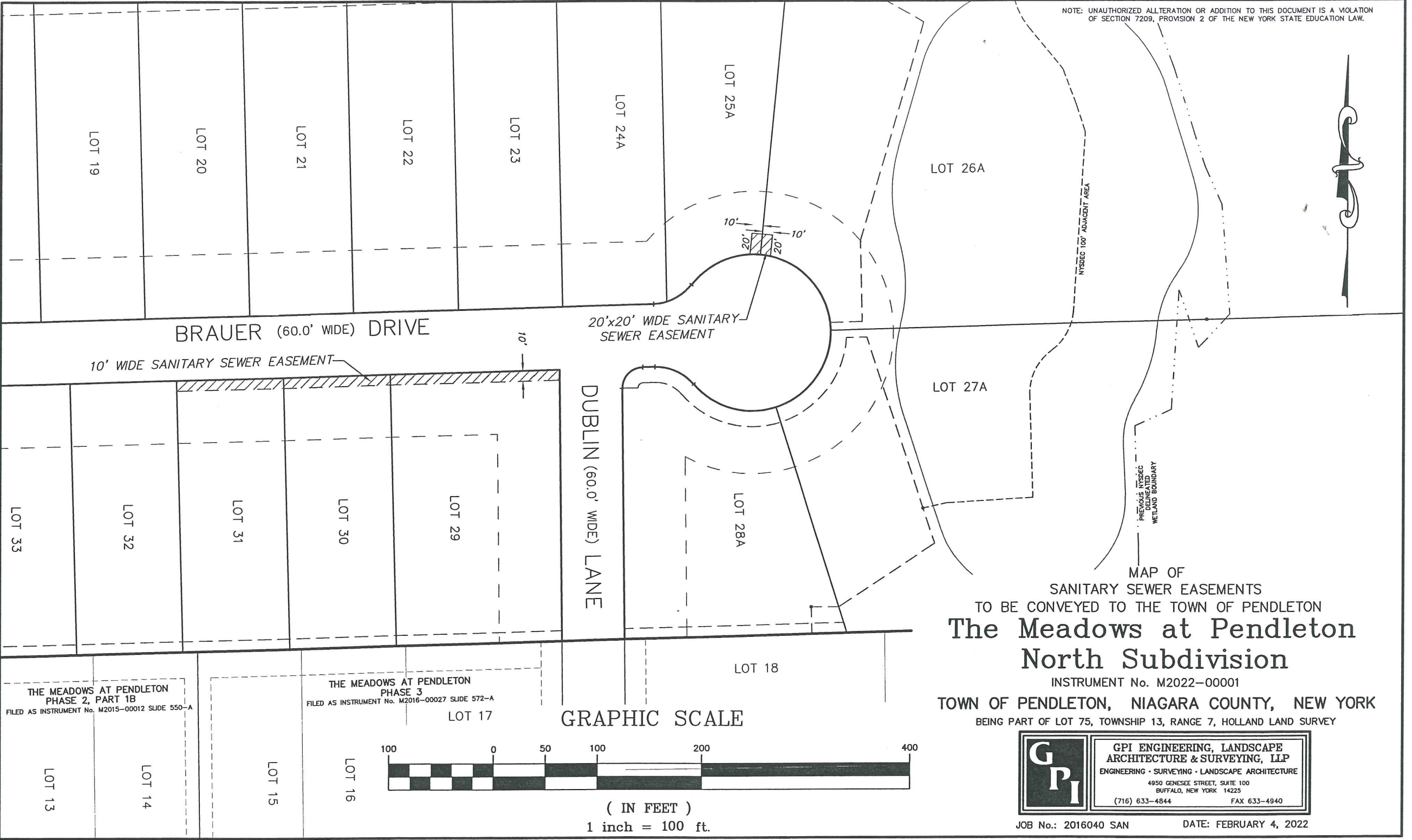
10 FOOT WIDE SANITARY SEWER EASEMENT

A TEN FOOT WIDE Sanitary Sewer Easement, being the northerly 10.00 feet of Sub Lots 29, 30 and 31 of said Instrument No. M2022-00001, bounded on the east by the west line of Dublin Lane, and bounded on the west by the east line of Sub Lot 32.

20 FOOT x 20 FOOT WIDE SANITARY SEWER EASEMENT

20 FOOT x 20 FOOT WIDE Sanitary Sewer Easement, being the easterly 10.00 feet of Sub Lot 25A and the westerly 10.00 feet of Sub Lot 26A of said Instrument No. M2022-00001, bounded on the south by the north line of Brauer Drive, and bounded on the north by a perpendicular line distant 20.00 feet north of the north line of Brauer Drive as measured along the division line between Sub Lot 25A on the west and Sub Lot 26A on the east.

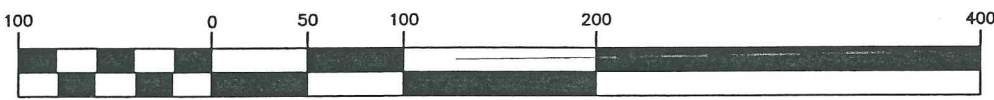
NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.



THE MEADOWS AT PENDLETON  
PHASE 2, PART 1B  
FILED AS INSTRUMENT No. M2015-00012 SLIDE 550-A

THE MEADOWS AT PENDLETON  
PHASE 3  
FILED AS INSTRUMENT No. M2016-00027 SLIDE 572-A

MAP OF  
SANITARY SEWER EASEMENTS  
TO BE CONVEYED TO THE TOWN OF PENDLETON  
**The Meadows at Pendleton**  
**North Subdivision**  
INSTRUMENT No. M2022-00001  
TOWN OF PENDLETON, NIAGARA COUNTY, NEW YORK  
BEING PART OF LOT 75, TOWNSHIP 13, RANGE 7, HOLLAND LAND SURVEY



( IN FEET )  
1 inch = 100 ft.



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## UTILITY EASEMENT RIDER

The provisions in this Rider are an integral part of the Sanitary Sewer and Water Line Easement Agreement (Easement) to which it is attached, and supersede any conflicting provisions in the Easement if such conflict exists. "Grantor" means the grantor of the easement rights and any future owner of the property. "Grantee" means the grantee of the easements rights and any person attempting to exercise such rights.

- 1) This is a non-exclusive easement.
- 2) All improvements, fixtures and equipment in the easement area shall be installed below the ground surface and shall not be visible from the surface unless specifically indicated to the contrary herein or shown on an attached drawing.
- 3) Grantee agrees to defend, indemnify and save Grantor harmless from all liabilities, losses, damages, demands, claims, causes of action or judgments, and expenses incurred in investigating or legal fees for defense, relating to any injury to person, loss of life or damage to property occurring on the easement area, or arising out of Grantee's negligent use and occupancy of said area, or occurring anywhere by reason of Grantee's exercise of its easement rights.
- 4) Without the prior written consent of Grantor in each case, Grantee shall have no right to assign, sublet or license to any other person or entity the use of the easement area or its rights granted under this Easement, and shall not permit or suffer any other person or entity to use the easement area except to a related entity or successor in interest.
- 5) If the easement area or any part or if Grantee's easement rights taken by eminent domain, any award for such a taking or damages paid as a result of the taking shall be the sole and exclusive property of Grantor. Grantee agrees to execute any instrument of assignment as may be required by Grantor for the recovery of damages and agrees to turn over to Grantor any damage proceeds that may be recovered, but Grantee may recover for itself damages for any items of property belonging to Grantee (such as pipes, wires or conduits) which are so taken, provided Grantor's award is not reduced thereby.
- 6) If the surface of the easement area or of Grantor's property is disturbed by Grantee's activities at any time, the surface and improvements shall be promptly restored by Grantee and to good condition.