

COMMON DRIVEWAY EASEMENT AGREEMENT

This Agreement entered into between the Village of Pleasantville (hereinafter "Village") with offices located at 80 Wheeler Avenue, Pleasantville, New York and Patricia E Metzger (hereinafter "Metzger") residing at 204 Bedford Road, Pleasantville, New York.

WHEREAS, the Village is the owner of certain vacant real property located at 200 Bedford Road, which property is designated on the Village of Pleasantville Tax Map as Parcel 99.9-1-41 ("the Village Property") and is described on Schedule A annexed hereto; and

WHEREAS, Metzger is the owner of certain improved real property located at 204 Bedford Road, Village of Pleasantville, which property is designated on the Village of Pleasantville Tax Map as Parcel 99.19-1-40 ("the Metzger Property") and is described on Schedule B annexed hereto; and

WHEREAS, a portion of the Village Property is adjacent to and directly abuts a portion of the Metzger Property; and

WHEREAS, the Village and Metzger believe it to be in their mutual interests that a Common Driveway Easement Agreement be entered into between the Village and Metzger so as to provide access from Bedford Road to the parcels owned by the Village and by Metzger,

THEREFORE, it is agreed between the Village and Metzger as follows.

1. In consideration of the payment of \$15,000.00 paid by Metzger to the Village, the Village hereby grants to Metzger a perpetual twelve (12") foot wide easement through the westerly portion of the Village property, to be utilized by Village and Metzger for common

driveway purposes, which portion of the Common Driveway Easement area is more fully described on Schedule C annexed hereto.

2. Metzging hereby grants to Village a perpetual three (3') foot wide easement through the easterly portion of the Metzging Property to be utilized by Village and Metzging for common driveway purposes, which portion of the Common Driveway Easement Area is more fully described on Schedule D annexed hereto.

3. The entire Common Driveway Easement Area, consisting of the lands described on Schedule C and Schedule D is shown on Schedule E annexed hereto.

4. Metzging at her sole cost and expense will construct and maintain a common driveway based upon Village specifications on the Common Driveway Easement area being created herein and shown on Schedule E.

5. Metzging is hereby granted a perpetual, non-exclusive common driveway easement on, over, under and across the Common Driveway Easement Area for pedestrian and vehicular ingress and egress to and from Bedford Road and to and from Parcel 99.19-1-40 and for the installation, maintenance, replacement and repair of underground gas, water, electric, telephone, cable television and other utility lines, poles, conduits and appurtenances of every description, in order to serve the Metzging Property.

6. Village is hereby granted a perpetual, non-exclusive right to utilize the Common Driveway Easement Area for pedestrian and vehicular ingress and egress to and from Bedford Road and to and from Village owned Parcels 99.19-1-23-24-41 and for the installation, maintenance, replacement and repair of underground gas, water, electric, telephone, cable television and other utility lines, poles, conduits and appurtenances of every description, serving said Village parcels.

7. Metzging shall maintain, at her sole cost and expense and to the satisfaction of the Village, the Common Driveway Easement Area in good condition and repair at all times. The surface of said Common Driveway Easement Area shall be maintained free from dangerous holes and ruts and Metzging shall maintain, repair and replace the road surface as necessary so as to maintain the same in good condition. Said maintenance obligation shall include, but not be limited to, the removal of snow and ice and sanding where necessary and the removal of overhanging foliage so as to permit emergency vehicles a means of ingress and egress at all times along the Common Driveway Easement Area.

8. In the event Metzging fails to maintain, repair and otherwise take necessary actions in regard to the repair and maintenance of the Common Driveway Easement Area, the Village may enter upon the Common Driveway Easement area and perform such work at its cost and expense. Thereafter, the cost and expense of such work shall be billed to Metzging and if unpaid, shall become a lien on the Metzging property.

9. No parking of vehicles or equipment shall be allowed on the Common Driveway Easement Area.

10. Metzging shall obtain at her sole cost and expense and at all times hereinafter keep in force, general liability insurance in the amount of no less than per occurrence in a good and solvent insurance company or companies licensed to do business in the State of New York with respect to injury or death to any person or persons and damage to property arising from or resulting from the exercise of the easement rights or obligations created hereunder by Metzging or their respective agents, employees, invitees, contractors, tenants, servants or visitors.

11. This Common Driveway Easement Agreement shall be recorded in the Westchester County Clerk's Office immediately following execution of same in said Office.

12. This Common Driveway Easement Agreement can be modified only in writing in such form as is required to record a modification hereto in the Westchester County Clerk's Office and signed by the owners of the Village Property and Metzging Property.

13. Wherever the sense of this Agreement may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or terms used herein shall include the feminine.

14. No modification, waiver or consent with respect to this Agreement shall be binding unless it is in writing and signed by the party against whom such modification, waiver or consent is sought.

15. The rights of way, easements, and other rights created herein shall run with the land and shall be binding upon and shall inure to the benefit of the owner of the Village Property and the Metzging Property, their heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by the Village and Metzging as of the day and year first above written.

VILLAGE OF PLEASANTVILLE

By: _____
Eric Morrissey, Village Administrator

Patricia Metzging

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

On the ___ day of _____ in the year 2022 before me, the undersigned, personally appeared Eric Morrissey, 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.

Signature and Office of individual taking acknowledgement

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

On the ___ day of July in the year 2022 before me, the undersigned, personally appeared PATRICIA METZING, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual taking acknowledgement

SCHEDULE "A" (VILLAGE OWNED LOT)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, known as the "See Homestead" being bounded and described as follows:

BEGINNING at a point on the southerly side of Bedford Road distance 533.54 feet westerly as measured along the said southerly side of Bedford Road as shown on "Map showing lines of a part of the highway known as Bedford Road etc.", by Byrn and Darling, July 1896 and adopted October 9, 1896, from the westerly side of Broadway;

running thence westerly along said southerly side of Bedford Road 50 feet to the land now or late of Jane Lyon;

running thence along the easterly side of the land now or late of Jane Lyon South $21^{\circ}16'00''$ West a distance of 151.18 feet to the northerly side of land now or formerly of Marvin A. Becker and Anne C. Becker his wife;

running thence along the northerly line of said land of Becker 50 feet;

running thence North $21^{\circ}19'00''$ West a distance of 152.06 feet to the southerly side of Bedford Road at the point or place of BEGINNING.

SCHEDULE "B" (METZING OWNED LOT)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Pleasantville, Town of Mount Pleasant, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Bedford Road, distance 583.54 feet southwesterly from the point of intersection of the southwesterly side of Broadway and the southwesterly side of Bedford Road and which is also where the southwesterly line of land of the Westchester Lighting Company intersects the southeasterly side of Bedford Road;

running thence on course of South 30° 14' 50" East and along the southwesterly line of land of the Westchester Lighting Company, a distance of 151.60 feet;

running thence on course of South 52° 19' 00" West and along the northwesterly line of land of the Westchester Lighting Company, a distance of 17.66 feet;

running thence on course of South 48° 53' 30" West and continuing along the northwesterly line of land of the Westchester Lighting Company, a distance of 32.26 feet to the northeasterly line of land now or formerly Jessie C. McKibben,

running thence on course of South 48° 53' 30" West and continuing along the northwesterly line of land now or formerly Jessie C. McKibben, a distance of 152.42 feet to the northeasterly side of Bedford Road;

running thence along the southeasterly side of Bedford Road, the following two (2) courses and distances:

North 50° 56' 00" East, 27.49 feet and

North 51° 16' 00" East, 22.51 feet to the point or place of BEGINNING.

SCHEDULE "C"

**-12' EASEMENT THROUGH LANDS OF
VILLAGE OF PLEASANTVILLE, BEDFORD ROAD
(99.19-1-41) TO BE RESERVED TO THE VILLAGE OF PLEASANTVILLE
FOR COMMON DRIVEWAY PURPOSES**

Starting at a point on the southerly side of Bedford Road distance 533.54 feet westerly as measured along the said southerly side of Bedford Road as shown on "Map showing lines of a part of the highway known as Bedford Road etc.", by Byrn and Darling, July 1896 and adopted October 9, 1896, from the westerly side of Broadway;

running thence westerly along the southerly side of Bedford Road South $51^{\circ}16'00''$ West, a distance of 37.87 feet to the POINT OR PLACE OF BEGINNING;

running thence southerly along said easement line, South $30^{\circ}14'50''$ East, a distance of 101.79 feet to a point on the easement;

running thence westerly along said easement line, South $59^{\circ}45'10''$, a distance of 12.00 feet to a point;

running thence northerly along said easement line, North $30^{\circ}14'50''$, a distance of 99.55 feet to a point on the southerly side Bedford Road R.O.W.;

running thence along the southerly side of Bedford Road R.O.W. North $51^{\circ}16'00''$ East, a distance of 12.31 feet to the POINT OR PLACE BEGINNING.

SCHEDULE "D"

**3' EASEMENT THROUGH LANDS OF
METZING at 204 BEDFORD ROAD
(99.19-1-40) TO BE RESERVED TO THE VILLAGE OF PLEASANTVILLE
FOR COMMON DRIVEWAY PURPOSES**

BEGINNING at a point on the southeasterly side of Bedford Road, distance 583.54 feet southwesterly from the point of intersection of the southwesterly side of Broadway and the southwesterly side of Bedford Road and which is also where the southwesterly line of land of the Westchester Lighting Company intersects the southeasterly side of Bedford Road;

running thence on course of South 30° 14' 50" East and along the southwesterly line of land of the Westchester Lighting Company, a distance of 100.00 feet;

running thence southerly along said easement line, South 59° 45' 10" West, a distance of 3.00 feet to a point on the easement;

running thence westerly along said easement line, North 30° 14' 50", a distance of 99.55 feet to a point on the southerly side Bedford Road R.O.W.;

running thence along the southerly side of Bedford Road R.O.W. North 51° 16' 00" East, a distance of 3.03 feet to the POINT OR PLACE BEGINNING.

COMMON DRIVEWAY EASMENT AGREEMENT

Dated: April ____, 2022
Location: 204 Bedford Road, Pleasantville

Tax Map: Village of Pleasantville
Block: 99.9-1
Lot: 41
County: Westchester
Town: Mount Pleasant

RECORD AND RETURN TO:

Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Attention: Eric L. Gordon, Esq.