




ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

February 4, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, PE, Director of Distribution 

Subject: WSA-018 Water System Improvements, Town of Clarence
Permanent Easement – Town of Clarence
ECWA Project No. 202200025

The Erie County Water Authority (ECWA) is undertaking a transmission main replacement project in the Town of Clarence (WSA-018). A portion of the new main including an interconnection to an existing main in the will be constructed on property owned by the Town of Clarence. The new main will replace an existing section of main located along Goodrich Road that does not appear to be covered by an existing easement. In order to construct the improvements as well as to operate and maintain the main following completion of the project, a permanent easement is required.

Over the past few months, the ECWA Law and Engineering Departments with the assistance of Harris Beach Murtha have negotiated the terms of the easement which has been approved and executed by the Town of Clarence. Therefore, the Engineering and Law Departments are recommending that the Board review and consider it for approval and if approved, authorize the Chairman to execute same. There is no cost associated with this easement.

Attached find three copies of the partially executed easement for execution by the Chairman. Thank you and please feel free to contact Marc Bellacose or me if you have any questions.

MJQ:jmf
Attachments
cc: L.Kowalski, PE
CONT-WSA-018-2201-X-10

ERIE COUNTY WATER AUTHORITY
 AUTHORIZATION FORM
 For Approval/Execution of Documents
 (check which apply)

Contract: WSA-018 **Project No.:** 202200025
Project Description: Water System Improvements, Town of Clarence

Item Description:



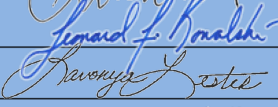
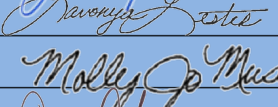


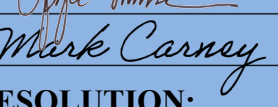
Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other Permanent Easement – Town of Clarence

Action Requested:

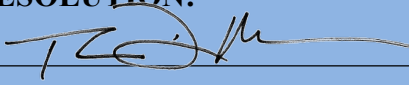
Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Director of Distribution		Date: <u>2/4/2025</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>02/05/2025</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>2/10/2025</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>02/04/2025</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>2/5/2025</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>02/10/2025</u>
<input checked="" type="checkbox"/> Legal		Date: <u>2/5/2025</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>02/10/2025</u>
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Remarks: _____

Resolution Date: _____ **Item No:** _____

PERMANENT EASEMENT

THIS PERMANENT EASEMENT AGREEMENT (this “Easement”) made this _____ day of _____, 2024, by and between

TOWN OF CLARENCE
A New York municipal corporation
One Town Place
Clarence New York 14031

hereinafter referred to as the Grantor, and

ERIE COUNTY WATER AUTHORITY
A New York public benefit corporation
295 Main Street
Buffalo, New York 14203

hereinafter referred to as the Grantee

WHEREAS, the Grantor is the owner in fee simple of premises located in the Town of Clarence, County of Erie and State of New York, commonly known as 0 Goodrich Road, Clarence NY and identified as SBL #58.18-4-16.111 (the “Property”) and more particularly described in a certain deed recorded in the office of the Clerk of the County of Erie in Liber 11095 of Deeds at Page 111 (“Vesting Deed”); and

WHEREAS the Grantee desires to use and access a portion of the Property for the installation and operation of a water line and related equipment and facilities to transmit and distribute potable water to the residents of Erie County; and

WHEREAS, the Grantor has agreed to grant a permanent easement to the Grantee for a portion of the Property of the Grantor as hereinafter described (the “Easement Premises”);

NOW, THEREFORE, in consideration of One (\$1.00) or more Dollars and other good and valuable consideration given by the Grantee to the Grantor(s), the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated into and made a part of this Easement.

2. **GRANTING OF PERMANENT EASEMENT**: The Grantor does hereby grant and release unto the Grantee, its successors and assigns, a perpetual, non-exclusive right-of-way and permanent easement, to construct, lay, re-lay, install, operate, maintain, repair, replace, reconstruct, change the size of or remove or replace at its sole cost and expense, a water main or mains both supply and distribution, and all appurtenances, all below grade, (collectively, the “Facilities”) in, across, through and under the Easement Premises described in annexed Exhibit A, which Easement Premises shall be adjacent to the west line of Goodrich Road and be approximately 10 feet wide, the center line of which shall be the constructed and installed water line. Notwithstanding the non-exclusive nature of this Easement, there shall be no line, pipe or installation of a facility by someone other than Grantee installed or constructed within 10 feet of Grantee’s Facility, without prior consent of Grantee, which consent shall not be unreasonably delayed, conditioned and/or withheld.

3. **EXERCISE OF RIGHTS**: The Grantee shall have the right to remove any vegetation, paving or landscaping installed by the Grantor on the Property or the Easement Premises for the purpose of gaining access to the Facilities. Upon completion of any construction, inspection, repair, maintenance or replacement, the Grantee shall be responsible for returning the disturbed premises within the Easement Premises or the Property, as applicable, back to its former existing grade restoring these areas as nearly as possible to their original condition, but Grantee shall not be responsible for the cost to restore or repair paving or landscaping constructed or planted subsequent to the installation or construction of the Facilities within the Easement Premises.

4. **ACCESS**: This easement conveys to the Grantee the right of reasonable pedestrian and vehicular ingress, egress and regress over the Property for the purpose of granting access to the Facilities and Easement Premises to access, construct, install, inspect, operate, repair, maintain, replace, or change the size of the Facilities

5. **PROPERTY OF GRANTEE**: All mains, lines and appurtenances laid or to be laid by or for the Grantee, its successors and assigns, and/or its contractors, shall be and remain the property of the Grantee, its successors and assigns, forever.

6. **RESERVATION OF RIGHTS**: The Grantor will retain all rights not specifically conveyed by this Easement, except that the Grantor covenants not to construct any building, structure, equipment, mechanical or otherwise, on or upon the Easement Premises and not to change the grade, contour of said land as it now exists nor shall any excavating, mining or blasting be undertaken within the limits thereof without the consent, in writing of the Grantee.
7. **INDEMNIFICATION**: The Grantee, its successors and assigns agree to defend, indemnify and hold Grantor, its successors and assigns, harmless from any claims, charges, damages, losses, liability, costs and expenses (including actual and reasonable attorney's fees) for any injury to person or property arising out of Grantee's use or control of the Easement Premises, except such claims, damages, losses liability, costs and expenses that are due to the negligence and/or affirmative acts of the Grantor, its successors and assigns. The Grantor, its successors and assigns agree to defend and indemnify and hold Grantee, its successors and assigns, harmless from any claims, charges, damages, losses, liability, costs and expenses (including actual and reasonable attorney's fees) for any injury to person or property arising out of Grantor's use or control of the Property, except such claims, damages, losses liability, costs and expenses that are due to the negligence and/or affirmative acts of the Grantee, its successors and assigns.
8. **REPRESENTATIONS OF THE GRANTOR**: In reliance upon Vesting Deed, Grantor covenants that the Property, including the Easement Premises is seized in fee simple and Grantor has the right to convey the same, the Grantee shall quietly enjoy the rights and easements, the Property is free and clear from encumbrances unless otherwise indicated or disclosed in the deed of record to Grantor, and will forever warrant the title to the said rights and easements, and will execute or procure any further necessary assurances of the title to said rights and easements.
9. **MISCELLANEOUS**.
 - a) A copy of the Map of Survey and Legal Description are attached hereto and made a part hereof and shall be marked Exhibit "A".
 - b) This Easement shall run with the land and shall bind and inure to the benefit of the Grantor and Grantee and their successors and assigns, and the rights granted hereby, may only be released, extinguished, amended, waived or modified by an instrument in recordable form, executed by the then current owner of the Property burdened by this Easement, and the

holder of the Easement. Notwithstanding the foregoing, invalidation by any judgment or court order of any one or more provision contained herein shall in no way affect any other provisions hereof, and all such provisions not so affected shall thereafter remain in full force and effect.

(c) This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding conflicts of law principles.

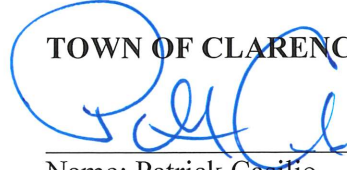
(e) Any litigation related to this document, or the terms therein shall be commenced and maintained in the New York State Supreme Court located in the County of Erie.

(f) Grantee shall record the Easement Agreement in the Office of the Erie County Clerk.

Signature pages and acknowledgements to follow.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed by the proper parties thereunto all as of the day and year first above written.

TOWN OF CLARENCE



Name: Patrick Casilio
Title: Clarence Town Supervisor

Grantor

ERIE COUNTY WATER AUTHORITY

By _____
Name: Jerome D. Schad
Title: Chair

Grantee

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 22 day of January, in the year ~~2024~~²⁰²⁵ before me, the undersigned, a Notary Public in and for the State, personally appeared Patrick Casillo, 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 on behalf of which the individual(s) acted, executed the instrument.

Kevin Hawes
Notary Public

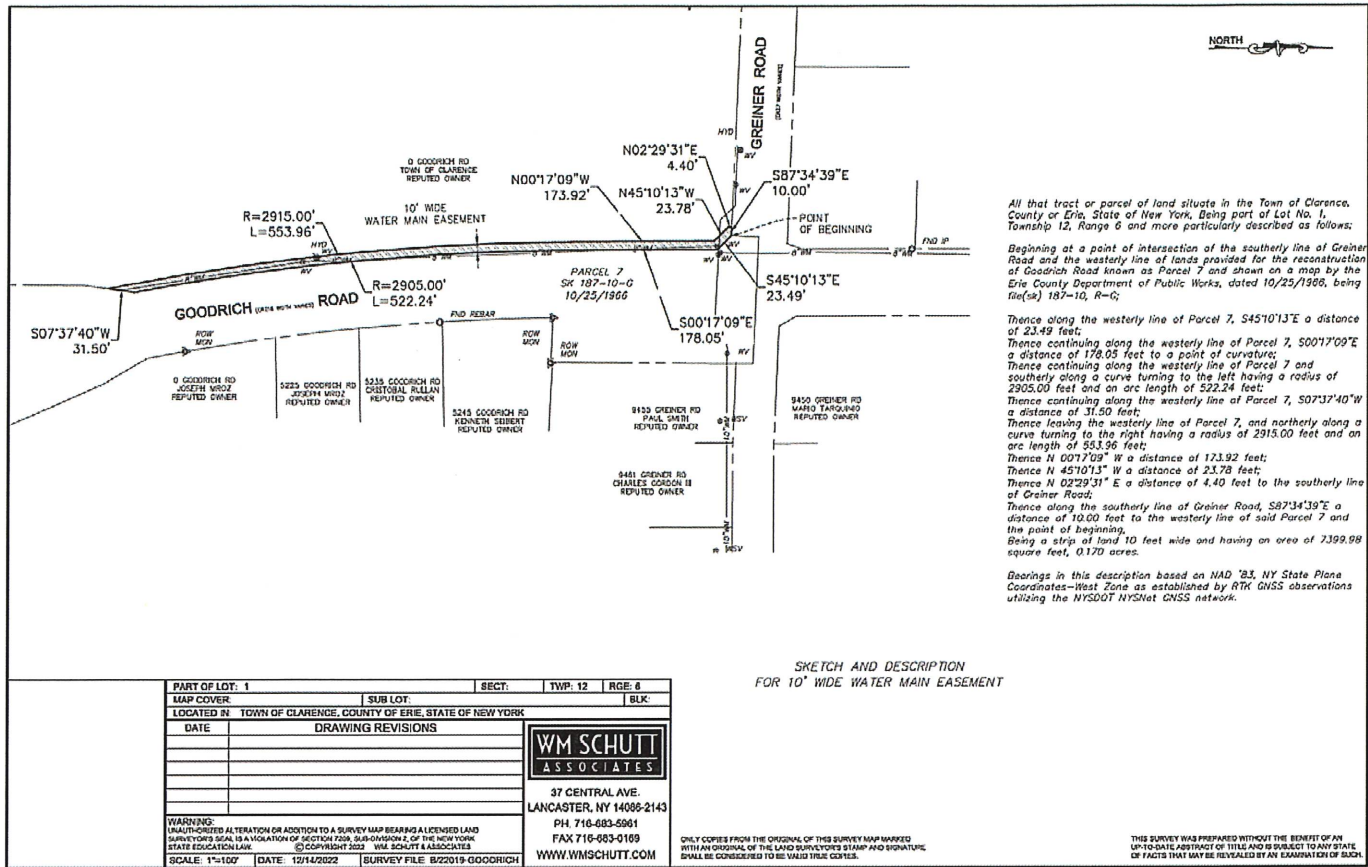
No. 01HAF00883
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 12/01/2026

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2024, before me, the undersigned, a Notary Public in and for the State, personally appeared **Jerome D. Schad**, Chairman of the Erie County Water Authority, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"
Map of Survey and Legal Description



All that tract or parcel of land situate in the Town of Clarence, County of Erie, State of New York, being part of Lot No. 1, Township 12, Range 6 and more particularly described as follows:

Beginning at a point of intersection of the southerly line of Greiner Road and the westerly line of lands provided for the reconstruction of Goodrich Road known as Parcel 7 and shown on a map by the Erie County Department of Public Works, dated 10/25/1988, being file(s) 187-10, R-0;

Thence along the westerly line of Parcel 7, S45°10'13"E a distance of 23.49 feet;

Thence continuing along the westerly line of Parcel 7, S00°17'09"E a distance of 178.05 feet to a point of curvature;

Thence continuing along the westerly line of Parcel 7 and southerly along a curve turning to the left having a radius of 2905.00 feet and an arc length of 522.24 feet;

Thence continuing along the westerly line of Parcel 7, S07°37'40"W a distance of 31.50 feet;

Thence leaving the westerly line of Parcel 7, and northerly along a curve turning to the right having a radius of 2915.00 feet and an arc length of 553.96 feet;

Thence N 00°17'09" W a distance of 173.92 feet;

Thence N 45°10'13" E a distance of 23.78 feet;

Thence along the southerly line of Greiner Road, S87°34'39" E a distance of 10.00 feet to the westerly line of said Parcel 7 and the point of beginning.

Being a strip of land 10 feet wide and having an area of 7399.98 square feet, 0.170 acres.

Bearings in this description based on NAD '83, NY State Plane Coordinates—West Zone as established by RTK GNSS observations utilizing the NYSDOT NYSNet GNSS network.