

## ACCESS EASEMENT AGREEMENT

This Agreement is made this \_\_\_ day of July, 2013 between the VILLAGE OF BUCHANAN, a municipal subdivision of the State of New York with offices at 236 Tate Avenue, Buchanan, New York 10511 ("Grantor") and THERESA KNICKERBOCKER and MARY KNICKERBOCKER, both residing at 191 Henry Street, Buchanan, New York 10511 ("Grantees").

### WIT N E S S E T H:

WHEREAS, the VILLAGE OF BUCHANAN, the Grantor herein, is the owner of certain real property and improvements thereon on the westerly side of Tate Avenue (#236) in the Village of Buchanan, Town of Cortlandt, County of Westchester and State of New York, currently shown and designated as Section 43.15, Block 2, Lot 20 on the Tax Map of the Village of Buchanan, being more particularly bounded and described in the Schedule "A" annexed hereto and made a part hereof (hereinafter "Village Premises"); and

WHEREAS, THERESA KNICKERBOCKER and MARY KNICKERBOCKER, the Grantees herein, are the owners of certain real property and improvements thereon at 242-244 Tate Avenue which abut the Grantor's aforementioned parcel and are currently shown and designated as Section 43.15, Block 2 and Lots 18 and 19 on the Tax Map of the Village of Buchanan, being more particularly bounded and described in the Schedule "B" annexed hereto and made a part hereof (hereinafter the "Knickerbocker Premises"); and

WHEREAS, the Grantees have been granted site plan approval to renovate their building and make site improvements at 242-244 Tate Avenue, Buchanan, New York;

and

WHEREAS, the only vehicular access to and from the rear parking area of the Knickerbocker Premises is over, across and through the driveway on the adjacent Village Premises owned by the Grantor and used by it for its municipal offices; and

WHEREAS, it is in the best interests of the Village of Buchanan and the present and future owners of the Knickerbocker Premises that this Access Easement Agreement be entered into and recorded to establish the future rights of the aforementioned parties, their respective distributees, legal representatives, successors and assigns to use said Access Easement for the benefit of the Knickerbocker Premises and to ensure safe vehicular and pedestrian ingress and egress between the rear of the Knickerbocker Premises and Tate Avenue, a Village Road, as well as emergency vehicle access to and from the rear of the Knickerbocker Premises over, across and through the Village Premises (hereinafter "Access Easement"); and

WHEREAS, the Village of Buchanan has requested that this written instrument be recorded to provide a permanent Access Easement over, across and through the Village Premises for egress and ingress between the rear parking area of the Knickerbocker Premises and Tate Avenue.

NOW, THEREFORE the VILLAGE OF BUCHANAN, the Grantor herein, hereby grants unto THERESA KNICKERBOCKER and MARY KNICKERBOCKER, as Grantees, a perpetual Access Easement over, through and across the driveway on the Village Premises for residential vehicular and pedestrian ingress and egress between four vehicle parking lot in the rear of the Knickerbocker Premises and Tate Avenue for use by tenants residing in the Knickerbocker Premises, subject to the following conditions:

No vehicles shall be parked or equipment stored within the Access Easement.

No fences, walls, gates or obstructions of any kind shall be erected within the

Access Easement or in any nearby location which may obstruct use of same.

3. THERESA KNICKERBOCKER and MARY KNICKERBOCKER, their distributees, legal representatives and assigns including but not limited to future owners of the Knickerbocker Premises shall hold the VILLAGE OF BUCHANAN harmless and indemnify said Village for any and all claims, actions, suits, judgments, liens or liabilities of any kind arising out of the use of the Access Easement by the present or future owners and tenants of the Knickerbocker Premises.

4. THERESA KNICKERBOCKER and MARY KNICKERBOCKER, their distributees, legal representatives and assigns including but not limited to future owners of the Knickerbocker Premises shall maintain in effect a liability insurance policy in connection with the Knickerbocker Premises and the Access Easement with policy limits of not less than \$1,000,000. Said liability policy shall name the VILLAGE OF BUCHANAN as an additional insured. THERESA KNICKERBOCKER and MARY KNICKERBOCKER, and any and all future owners, shall instruct their insurance carrier to provide the VILLAGE OF BUCHANAN a copy of said insurance policy upon renewal each and every year as well as copies of any and all late notices and/or cancellation notices, all of which are to be sent directly to the attention of the Village Administrator, 236 Tate Avenue, Buchanan, NY 10511.

5. THERESA KNICKERBOCKER and MARY KNICKERBOCKER, their distributees, legal representatives and assigns including but not limited to future owners of the Knickerbocker Premises shall:

- (a) limit residential tenants to one (1) vehicle per residential apartment;
- (b) limit use of parking area in rear of Knickerbocker Premises to not more than a total of four (4) vehicles; and
- (c) require each tenant with parking privileges to affix a sticker to their vehicle to evidence their right to park in said rear lot.

The aforesaid restrictions shall be incorporated into each residential lease entered into for the Knickerbocker Premises. A copy of the aforesaid relevant portions of the lease shall be provided to the Village each and every time there is a change in tenancy.

THERESA KNICKERBOCKER and MARY KNICKERBOCKER, their distributees, legal representatives and assigns including but not limited to future owners of the Knickerbocker Premises shall maintain at their own expense the driveway connection between the parking lot of the rear of the Knickerbocker Premises and the Village Hall driveway. Said driveway connection shall be maintained in good repair and safe condition. Snow shall be plowed and icing conditions shall be treated as reasonably required for the safe passage of vehicles and pedestrians along and through said driveway connection.

6. Any future dispute, claim or question arising hereunder shall be submitted to arbitration in accordance with the rules and procedures of the American Arbitration Association. The prevailing party in such arbitration shall be entitled to reimbursement of their reasonable counsel fees and necessary costs incurred to enforce provisions of this Agreement.

7. The provisions of this Agreement shall run with the land and be deemed perpetual and binding upon the parties hereto and any future owners of the Knickerbocker Premises and the Village Premises, their respective distributees, legal representatives, assigns and successors-in-interest. Any and all of the provisions herein contained shall be specifically enforceable by the then owners of either parcel.

IN WITNESS WHEREOF, the parties hereto have executed this Access Easement as of the day and year first above written.

\_\_\_\_\_  
THERESA KNICKERBOCKER, Grantee

VILLAGE OF BUCHANAN, Grantor

MARY KNICKERBOCKER, Grantee

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

SEAN MURRAY, Mayor

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

On the \_\_\_\_\_ day of July, 2013 before me, the undersigned, personally appeared THERESA KNICKERBOCKER and MARY KNICKERBOCKER, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within Access Easement Agreement and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of July, 2013 before me, the undersigned, personally appeared SEAN MURRAY, the duly elected Mayor of the Village of Buchanan who acknowledged that he executed the within Access Easement Agreement in his capacity as Mayor, having been granted authority to do so by the Village Board of Trustees, and that by his signature on the within instrument, he executed the same on behalf of the Village of Buchanan.

\_\_\_\_\_  
Notary Public