



ORANGE COUNTY CLERK

KELLY A. ESKEW

Receipt

** Reprint **

Receipt Date: 07/28/2025 10:40:24 AM

RECEIPT # 3418410

Recording Clerk: SS

Cash Drawer: CASH54

Rec'd Frm: HILL N DALE ABSTRACTERS INC

Instr#: 20250049560 Bk/Pg: 15763/298

DOC: RIGHT OF WAY - WARWICK

DEED STAMP: 9651

OR Party: 16 ELM STREET REALTY LLC

EE Party: WARWICK VILLAGE

Recording Fees	\$90.00
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Transfer Tax	\$0.00
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DOCUMENT TOTAL: ---->	\$90.00
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Receipt Summary

Document Count: 1

TOTAL RECEIPT: ---->	\$90.00
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TOTAL RECEIVED: ---->	\$90.00
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CASH BACK: ---->	\$0.00
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PAYMENTS

Check # 108760 ->	\$90.00
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HILL N DALE ABSTRACTERS INC

**OFFER OF DEDICATION AND
DRAINAGE EASEMENT AGREEMENT**

THIS AGREEMENT, made the ⁹~~13~~th day of ^{July}~~June~~, 2025, by and between **16 ELM**

STREET REALTY, LLC, a New York Limited Liability Company with an address at 117 Sleepy Valley Road, Warwick, New York 10990 (hereinafter called "GRANTOR") and the **VILLAGE OF WARWICK**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices located at 77 Main Street, Warwick, New York 10990 (hereinafter called "GRANTEE"),

WHEREAS, GRANTOR is the fee owner of certain premises located in the Village of Warwick, County of Orange, identified as Village of Warwick, tax map parcel, Section 210, Block 12, Lot 14 and described in a deed from John Christison and Peggy Murphy, dated December 19, 2022 and recorded in the Orange County Clerk's Office on January 18, 2023 in Liber 15365 at Page 1253; and

WHEREAS, the GRANTOR has agreed to grant an easement over a portion of the premises to the GRANTEE for the purpose of construction, repairing, replacing, using, maintaining and improving surface and storm water drainage facilities over an area depicted on the Map and more particularly described in Schedule A attached hereto.

WHEREAS, the parties desire to reduce their understanding to writing;

NOWHEREFORE, in pursuance of said agreement, and for and in consideration of ONE AND NO/100 (\$1.00) DOLLAR paid by each of said parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

FIRST: GRANTOR hereby grants unto GRANTEE, its successors and assigns, an easement and right-of-way across, on, in and over the premises of the GRANTOR hereinafter described, for the purpose of constructing, repairing, replacing, using, maintaining, enlarging and improving surface water drainage and storm water drainage facilities for carrying surface and storm water whether collected, impounded, channeled, flowing, carried or directed from other property, and said course, pipes and other structures to be either above or below ground level, together with the right for such purposes to enter onto and over the said premises, which premises are more particularly described in Schedule "A" attached hereto.

SECOND: GRANTEE hereby agrees that should said GRANTEE, its employees, agents or contractors enter said premises or dig on said premises for the purpose of installation or making repairs or replacement of such drainage facilities, that the same will be done as quickly as reasonably possible, refilled and regraded with as little disturbance as reasonably possible to the GRANTOR, their legal representatives, distributes and assigns and the premises will be restored to as good a condition as enjoyed prior to such installation, repairs or replacement. The GRANTOR or successor owner shall remain at all times responsible for the care and maintenance of the area. However, if the GRANTOR plants any landscaping, i.e. small trees, hedges, or decorative plantings within the easement area, it shall be GRANTOR's responsibility to replace any such landscaping at GRANTOR's sole cost and expense.

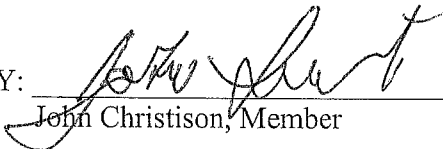
THIRD: GRANTEE hereby agrees that after any construction is completed, the excavation will be graded to conform with the existing contour. The excavated area will be filled in, refilled and regraded, should it settle and sink subsequent to the completion of the installation of the drainage facilities.

FOURTH: GRANTOR hereby agrees that no structures, permanent improvements, or any obstruction whatsoever, shall be constructed within the easement and right-of-way, except the approved drainage facilities, but nothing shall prevent said GRANTOR from the full use and enjoyment of said property except as otherwise limited by this Agreement, provided it doesn't interfere with the uses for which this easement is granted.

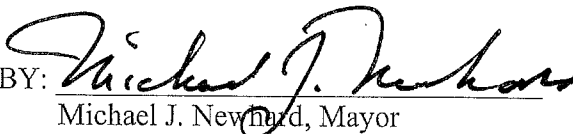
TO HOLD the said easement hereby granted unto the GRANTEE its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this easement to be executed.

16 ELM STREET REALTY, LLC

BY: 
John Christison, Member

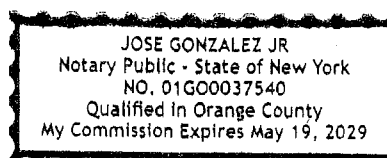
VILLAGE OF WARWICK

BY: 
Michael J. Newhard, Mayor

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

On 7/3, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **John Christison**, 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, State of New York

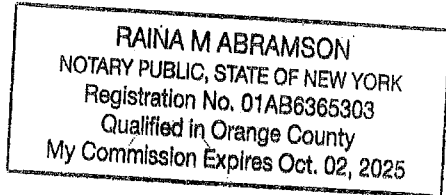


STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On July 9, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael J. Newhard**, 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, State of New York



R&R
Elizabeth
Cassidy
7 Grand St
Warwick
RI
00890

SCHEDULE

A

DATE: January 29, 2017 (REV 06/20/25)

W.O. # 1175.01

**20' WIDE DRAINAGE EASEMENT TO BE CONVEYED
TO THE VILLAGE OF WARWICK DESCRIPTION**

*and
Town*

All that certain lot, piece or parcel of land, situate, lying and being in the Village of Warwick, County of Orange and State of New York and being known and designated as a proposed 20' wide drainage easement to be conveyed to the Village of Warwick, being more accurately bounded and described as follows:

Commencing at a point marked by a concrete monument found at the intersection of the westerly sideline of Elm Street with the dividing line between the reputed lands of Werling (to the north) and the reputed lands of 16 Elm Street Realty, LLC (to the south);

THENCE, from said point of commencement and along the said dividing line, South 81 degrees 32 minutes 30 seconds West a distance of 120.00 feet to a point marked by a concrete monument set;

THENCE, along the same, North 05 degrees 17 minutes 30 seconds West a distance of 20.00 feet to a point;

THENCE, along the reputed lands of Dellapia, South 81 degrees 32 minutes 30 seconds West a distance of 32.81 feet to the point of beginning;

THENCE, from said Point of Beginning and through the aforementioned reputed lands of 16 Elm Street Realty, LLC, South 14 degrees 45 minutes 38 seconds East a distance of 72.88 feet to a point;

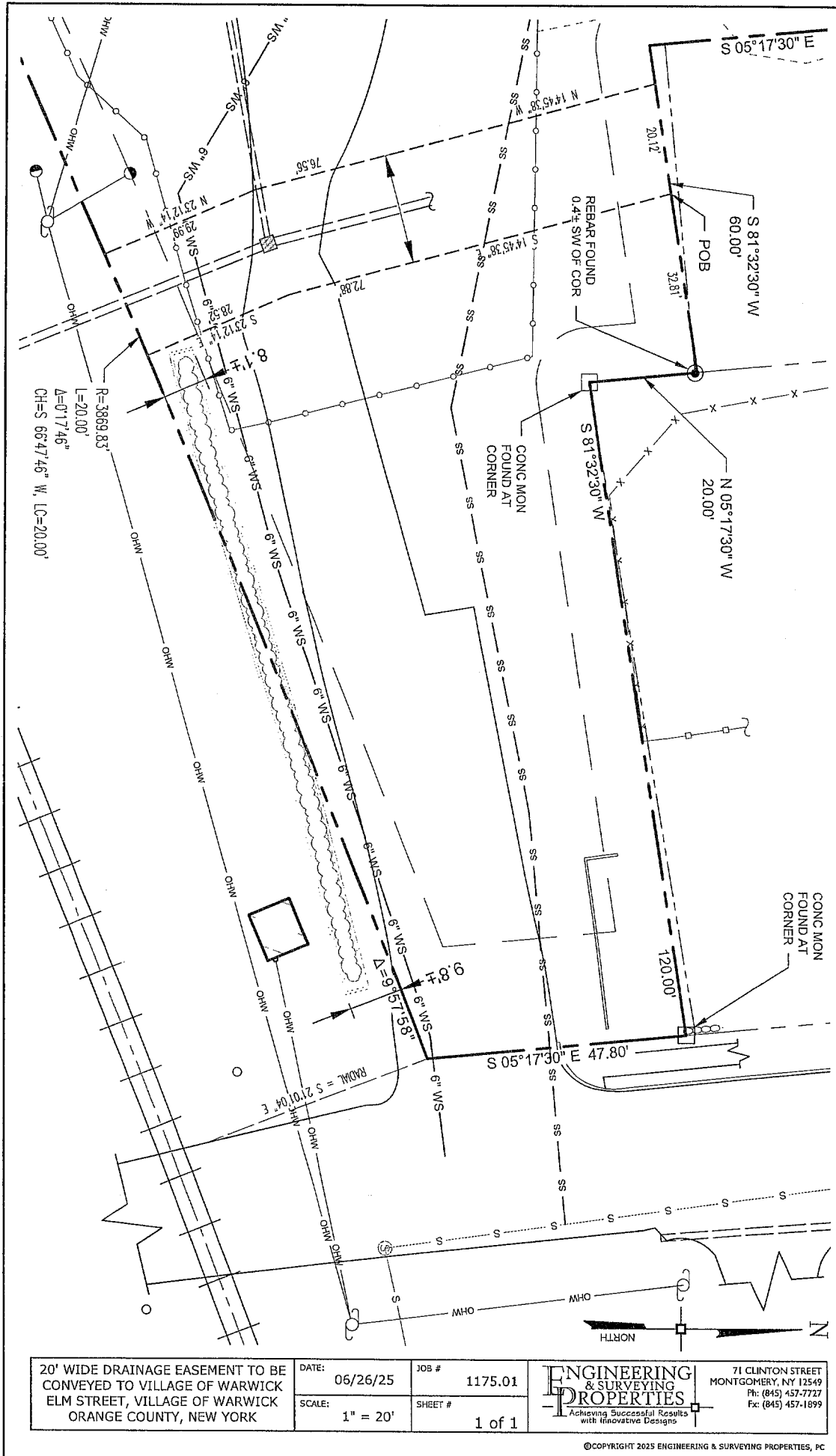
THENCE, through the same, South 23 degrees 12 minutes 14 seconds East a distance of 28.52 feet to a non-tangent point in a curve;

THENCE, along the reputed lands of Norfolk Southern Railway Railroad, LLC and a curve concave to the south, having a radius of 3869.83 feet, in a southwestern direction, an arc length of 20.00 feet as formulated by the central angle 0 degrees 17 minutes 46 seconds and subtended by the chord bearing South 66 degrees 47 minutes 46 seconds West at a distance of 20.00 feet to a point;

THENCE, through the said reputed lands of 16 Elm Street Realty, LLC, North 23 degrees 12 minutes 14 seconds West a distance of 29.99 feet to a point;

THENCE, through the same, North 14 degrees 45 minutes 38 seconds West a distance of 76.56 feet to a point;

THENCE, along the said reputed lands of Dellapia, North 81 degrees 32 minutes 30 seconds East a distance of 20.12 feet to the point or place of beginning.



20' WIDE DRAINAGE EASEMENT TO BE CONVEYED TO VILLAGE OF WARWICK ELM STREET, VILLAGE OF WARWICK ORANGE COUNTY, NEW YORK	DATE:	06/26/25	JOB #	1175.01	ENGINEERING & SURVEYING PROPERTIES <small>Achieving Successful Results with Innovative Designs</small>	71 CLINTON STREET MONTGOMERY, NY 12549 Ph: (845) 457-7727 Fx: (845) 457-1899
	SCALE:	1" = 20'	SHEET #	1 of 1		



VILLAGE OF WARWICK

INCORPORATED 1867

VILLAGE OF WARWICK BOARD OF TRUSTEES **RESOLUTION ACCEPTING EASEMENT FROM 16 ELM STREET LLC**

WHEREAS, 16 Elm Street LLC (also known as Yesterday's Restaurant) received site plan approval from the Village of Warwick Planning Board for the construction of an eating and drinking establishment together with related site improvements by resolution dated February 15, 2018, as reapproved by resolution dated June 8, 2021, and as further amended by resolution dated May 13, 2025; and

WHEREAS, as a condition of approval, the applicant was to prepare and submit to the attorney for the Planning Board for his review and in such form as may be satisfactory to him and the Village Attorney an offer of dedication and deed in recordable form for an easement running to the Village for an existing drainageway to allow for the entry upon, repair, maintenance and replace as deemed necessary by the Village; and

WHEREAS, a proposed easement conveyance has been prepared, a copy of which is attached hereto which is acceptable to the Planning Board Attorney;

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Village Board hereby accepts said easement and authorizes the Mayor to sign the same together with any other documents necessary and proper for the recordation of said easement; and
2. The property owner shall be responsible for the payment of all fees necessary for recording the easement in the Office of the Orange County Clerk; and
3. The Law Office of Elizabeth K. Cassidy is hereby authorized to coordinate the recordation of said easement with the Mayor and Village Clerk.

Trustee McKnight presented the foregoing resolution which was seconded
by Trustee Cheney.

The vote on the foregoing resolution was as follows: **Approved**

Barry Cheney, Trustee, voting Aye

Carly Foster, Trustee, voting Aye

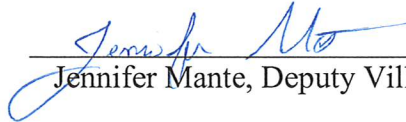
Thomas McKnight, Trustee, voting Aye

Mary Collura, Trustee, voting Aye

Michael Newhard, Mayor, voting Aye

I, JENNIFER MANTE, Deputy Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at a regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, July 7, 2025, and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 8th day of July 2025.



Jennifer Mante, Deputy Village Clerk

SEAL