

51261

Date: February 24, 2016

To: The Board of Acquisition and Contract

From: Thomas J. Lauro, P.E., Commissioner
Department of Environmental Facilities

RE: Authority to enter into an easement agreement with the City of New York, acting by and through the New York City Department of Environmental Protection (the "City"), pursuant to which the City would grant to the County a permanent and perpetual sewer easement in, on, over, under and through certain City-owned property located in the Town of Mount Pleasant for the purpose of allowing the County to operate, repair and maintain its sewer mains, laterals and pump stations.

On July 11, 2011, by Act No. 2011-100, the Westchester County Board of Legislators authorized the County, *inter alia*, to enter into an intermunicipal agreement (the "IMA") with the City of New York (the "City"), acting by and through the New York City Department of Environmental Protection ("DEP") pursuant to which DEP would reimburse the County for the cost of the purchase and installation of a sanitary sewer remote monitoring system (the "Early Warning System") to identify events of high wastewater levels in selected manholes that serve the County-owned and operated Westlake trunk sewer system (the "Westlake Sewer System") in order to attempt to lessen potential damage from any sewage overflows that may threaten the Kensico Reservoir. Thereafter, by resolution approved on August 4, 2011, your Honorable Board authorized the County to enter into the IMA. The IMA was thereafter executed.

Pursuant to the terms of the IMA, the City granted the County a revocable land use permit (the "Permit") over certain City-owned property located in the Town of Mount Pleasant (the "Property") that allowed the County to install, operate and maintain the Early Warning System. The IMA further provided that the City would use its best efforts to grant the County, at no cost, a permanent, perpetual sewer easement in, on, over, under and through the Property (the "Easement"), which Easement would supersede the Permit.

We recently received a copy of an agreement with the City that would authorize the conveyance of the Easement to the County, a copy of which is herewith attached (the "Agreement"). Accordingly, authority is now requested to enter into an Agreement with the City, acting by and through the DEP, pursuant to which the City would grant the County a permanent and perpetual sewer easement in, on, over, under and through the Property for the purpose of

allowing the County to operate, repair and maintain its sewer mains, laterals and pump stations, at no cost to the County.

Pursuant to the terms of the Agreement, the County will be required to maintain equipment brought on site and maintain the sewer collection system in proper working order to avoid spills and leaks. In the event of a spill to the environment or concern for degradation to the New York City water supply, the spill must be ceased immediately and contained, as much as possible, and as safe to do so. Additionally, all discharges to the environment must be reported to the New York State Department of Environmental Conservation in accordance with the reporting requirements set forth in the New York State Sewage Pollution Right To Know Act, as codified in the NYS Environmental Conservation Law section 17-0826-a.

Furthermore, sewerage pump stations, collection lines, manholes, clean outs and sewage forcemain valves, in addition to any new connections or repairs to the system, must be maintained in accordance with the 1) Sewer Operation and Maintenance Manual for the County of Westchester Sewer District and New York State 1988 Standards; 2) Sewer Operation and Maintenance Protocol, between the parties, and any subsequent updates; and 3) operation and maintenance obligations contained within the agreement between the parties herein, dated January 4, 2012, in connection with the Early Warning System.

It should be noted that Act No. 2011-100 expressly authorized the County to accept the grant of any property rights in connection therewith.

The Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

The Agreement will serve a public purpose by enabling the County to make repairs and maintain its sewer mains to lessen potential damage from any sewage overflows that may threaten the Kensico Reservoir.

The goals and objectives of the Agreement are to enable the County to access the Westlake Sewer System which is located on property owned by the City. The goals and objectives will be tracked and monitored by Department personnel responsible for monitoring the Early Warning System.

Accordingly, I most respectfully recommend your favorable consideration of the annexed Resolution to authorize the County to enter into the IMA.

TJL/JPG/ml
Att.

RESOLUTION

Upon a communication from the Commissioner of the Department of Environmental Facilities, it is hereby:

RESOLVED, that the County of Westchester (“County”), acting by and through the Department of Environmental Facilities, is authorized to enter into an easement agreement (the “Agreement”) with the City of New York (the “City”), acting by and through the New York City Department of Environmental Protection, pursuant to which the City would grant the County a permanent and perpetual sewer easement in, on, over, under and through certain City-owned property located in the Town of Mount Pleasant, as more particularly described in the attached Agreement, for the purpose of allowing the County to operate, repair and maintain its sewer mains, laterals and pump stations; and be it further

RESOLVED, that there shall be no cost to the County for the grant of easement; and be it further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute any and all appropriate contracts or documents necessary to effectuate the purposes of this resolution in the manner prescribed by law.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
					N/A

Budget Funding Year(s) _____ Start Date upon execution End Date perpetual
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
 \$ _____ Federal Aid _____
 (must match resolution) Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT 03/24/2016 PUBLIC AFFAIRS SECRETARY

NYC
**Environmental
Protection**

Emily Lloyd
Commissioner

Paul V. Rush, P.E.
Deputy Commissioner
Bureau of Water Supply
prush@dep.nyc.gov

71 Smith Avenue
Kingston, New York 12401
Tel. (845) 340-7800
Fax (845) 331-1327

February 22, 2016

Jeffrey P. Goldman
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, NY 10601

RE: *Sewer Easement Conveyance,
City of New York to the County of Westchester*

Dear Mr. Goldman:

Enclosed please find one (1) original 'Deed of Sewer Easement' document and a TP-584.2 real property transfer form. The Easement document has not changed from that which was reviewed and edited by your office last year.

- 1) Please have the appropriate municipal official sign the original document where indicated on the sixth page.
- 2) Notary. Ensure that the Notary Public completes the notary section, full date, notary stamp or seal and a signature on page 7.
- 3) Please sign the TP-584.2 where indicated at the bottom of the page.

Once countersigned and notarized, please scan and email me a copy of the original to claing@dep.nyc.gov before having the original recorded at the Westchester County Clerk's Office with the TP-584.2 form. I would like a copy of the recording receipt from when the document is filed, and finally a copy of the recorded document once it is returned by the County Clerk's Office.

Sincerely,



Charles Laing
Recreation & Property Manager

Phone: (845) 340-7218
Fax: (845) 338-1326

RETURN ADDRESS FOR DOCUMENTS:

N.Y.C. Department of Environmental Protection
Natural Resources Division
71 Smith Avenue, Kingston, NY 12401



Recording Office Time Stamp

Real Estate Transfer Tax Return For Public Utility Companies' and Governmental Agencies' Easements and Licenses

This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is \$500.00 or less.

Name of grantee (public utility company or governmental agency)
County of Westchester

Federal employer identification number
(if applicable)

Address of grantee
148 Martine Avenue., White Plains, NY 10601

Name and telephone number of person to contact

	Name(s) of Grantor Of Easement or License	Address of Property	Consideration Given For Easement or License
1.	City of New York	West Lake Drive, (Mount Pleasant) Valhalla NY 10595	\$0.00
2.		portion of 117.11-3-1; 113.17-1-11 and 107.17-2-20	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

Signature of Grantee

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

Name of grantee

Signature of partner, officer of corporation, governmental official, etc.

Title

DEED OF SEWER EASEMENT

THIS DEED OF EASEMENT, made this 5th day of Feb., 201~~3~~⁶, between **the City of New York**, (the "City"), acting by and through its New York City Department of Environmental Protection ("DEP"), a municipal corporation of the State of New York with its principal offices at 59-17 Junction Boulevard, Flushing New York 11373 (the City and DEP as "Grantor"), and the **County of Westchester**, a municipal corporation of the State of New York with its principal offices at 148 Martine Avenue, White Plains, New York 10601 (the "Grantee" or "County").

WHEREAS, the Grantor is the owner in fee of certain real property located in the Town of Mount Pleasant, County of Westchester, State of New York which lands are indicated on the Westchester County Tax Map as Section 117.11, Block 3, Lot 1, Section 113.17, Block 1, Lot 11, and Section 107.17, Block 2, Lot 20, (the "Property"); and

WHEREAS, DEP operates and maintains the New York City water supply system, and is charged with the responsibility of protecting the waters and lands that comprise the system, including the Property, from contamination that threatens the purity of the drinking water supply within the New York City Watershed; and

WHEREAS, the County and the City have determined it to be desirable and necessary for the Grantee to enter upon a portion of the Property with workers, material and equipment to operate, repair and maintain sewer lines and necessary appurtenances and improvements for the purposes of conveying, treating and disposing wastewater from homes and other structures located in the Town of Mount Pleasant in order to protect the New York City drinking water supply from contamination, as specified in the metes and bounds description contained in Schedule A, attached herein and made a part hereof (the "Easement"); and

2015-038304

WHEREAS, with permission of the City, the County has completed construction of sewer infrastructure within the Easement for the purposes of conveying, treating and disposing of wastewater from homes and other structures located within the Town of Mount Pleasant, which is located within the New York City Watershed; and

WHEREAS, in view of the foregoing, the County has determined it to be desirable and necessary and has requested that the City, for itself and its successors and assigns, grant a permanent and perpetual easement to the County authorizing it to enter upon the Easement in order to operate, repair and maintain the sewer lines and necessary appurtenances;

NOW, THEREFORE, in consideration of ten dollars (\$10.00), receipt of which is hereby acknowledged, and of the promises and of the mutual covenants and agreements set forth herein, and of the undertakings of each party to the other, the Grantor hereby grants, conveys and releases to Grantee and its successors and assigns, a permanent and perpetual Sewer Easement running with the land in perpetuity in, on, over, under, and through the Property, subject to the following terms, conditions and limitations:

1. The purpose of the Easement is to allow the County to operate, repair and maintain its sewer mains, laterals and pump stations, including necessary appurtenances and facilities for so long as it is necessary to protect the New York City drinking water supply (the "Sewer Work").

2. For so long as the sewer line remains in effect, Grantee, and its agents, employees and contractors shall, at its own expense, have the right to enter upon the Easement for such time as Grantee deems may be reasonably necessary to perform the Sewer Work, provided such work is performed promptly and in a workmanlike manner with minimal disturbance to the Property.

(a) Prior to entering the Easement for excavation or other construction related activities, Grantee shall provide reasonable notice to Grantor, (but in no event less than 30 days except in cases of emergency), and shall obtain prior written approval of Grantee for any and all Sewer Work to be performed on the Easement, such City approvals not to be unreasonably withheld.

(b) Grantee has the right to use reasonable adjacent areas beyond the Easement on a temporary basis for the placement of materials and equipment in connection with the performance of the Sewer Work, provided the Property and the Easement is restored to its previous condition in accordance with Paragraph 4 below.

(c) Notwithstanding anything herein to the contrary, Grantee may enter the Easement for routine manhole checking, sewer cleaning and maintenance of the Early Warning System equipment by providing notice to Grantor by telephone at any time prior to entering the Easement to conduct such activities. Grantor shall provide oral approval for such entry, which approval shall not be unreasonably withheld.

3. Grantee's right to enter the Easement shall be for Sewer Work purposes only and shall not be for thorough fare or for ingress or egress purposes except that egress and ingress shall be permitted to the Grantee and its agents, employees, and contractors for the Sewer Work described herein.

4. On each occasion that Grantee has conducted Sewer Work requiring ground disturbance, the impacted property shall be restored to its previous condition as soon as is practicable. Site restoration may include, but is not limited to, regrading, seeding and mulching of the disturbed area and shall be subject to review and approval by Grantor.

5. Grantee must maintain equipment brought on site and maintain the sewer collection system in proper working order to avoid spills and leaks. In the event of a spill to the environment or concern for degradation to the New York City water supply, the spill must be ceased immediately and contained, as much as possible, and as safe to do so. The East View Police Precinct must be notified by calling 1-888-H2O-SHED. Additionally, all discharges to the environment must be reported to the New York State Department of Environmental Conservation in accordance with the reporting requirements set forth in the New York State Sewage Pollution Right To Know Act, as codified in the NYS Environmental Conservation Law section 17-0826-a.

6. Sewerage pump stations, collection lines, manholes, clean outs and sewage forcemain valves, in addition to any new connections or repairs to the system, must be maintained in accordance with the 1) Sewer Operation and Maintenance Manual for the County of Westchester Sewer District and New York State 1988 Standards; 2) Sewer Operation and Maintenance Protocol, between the parties herein, revised August 2003, and any subsequent updates; and 3) operation and maintenance obligations contained within the agreement between the parties herein, dated January 4, 2012, in connection with the Early Warning System.

7. Except as otherwise specified herein, the grant of this Easement is made subject to all rights, covenants, conditions, easements, and other restrictions of record and shall not impair, abrogate, or otherwise affect any rights that persons other than the City may have to use the Property pursuant to such rights covenants, easements or other matters of record.

8. All notices, requests, and/or approvals required by this Easement shall be in writing and shall be delivered by first class mail to: New York City Department of Environmental Protection, Natural Resources Division, 71 Smith Avenue, Kingston, New York 12401.

a) In the event that Grantor fails to respond within sixty (60) days of receipt of such notice, its approval shall be deemed given.

b) Either party may change the address to which notice to such party shall be sent by sending written notice of such change to the other party.

9. This Easement shall be perpetual, non exclusive, run with the land and shall be binding upon and inure to the benefit of Grantee, Grantor and their heirs successors and assigns.

10. This Easement may not be modified, altered, amended, or extinguished except by written instrument signed and executed by both parties hereto and recorded in the Westchester County Clerk's Office.

11. This Easement shall be governed by and construed in accordance with all applicable laws and regulations of the State of New York, including, without limitation, the New York City Watershed Rules and Regulations.

12. The provisions of this Easement are severable and if any court of competent jurisdiction shall render a judgment that any provision hereof is null or void, the effect of said judgment shall be limited to the nullified or voided provision of this Easement and the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed by their duly authorized representatives as of the date first above written.

THE CITY OF NEW YORK

Dated: 2/5/16

By: [Signature]
[Name] Anthony Shorris
Deputy Mayor
Office of the Mayor

Dated: 2/8/16

Attested to by: [Signature]
[Name]
City Clerk **ALISA FUENTES**
ACTING CITY CLERK

~~Approved as to Form and Certified
As to Legal Authority~~

~~Acting Corporation Counsel of the City of New York
Dated: _____~~

THE COUNTY OF WESTCHESTER

Dated: _____

By: _____
[Name]
[Title]

Approved As To Form And Certified
As To Legal Authority

[Signature]
[Name] Acting Corporation Counsel of
[Title] the City of
Dated: AUG 13 2015 New York

Approved as to Form and
Certified as to
Legal Authority

Name
Title
Dated _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK) : SS.:

COUNTY OF New York)

On this 5th day of FEBRUARY, 2016, before me personally came ANTHONY STORRIS 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 by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Henry T. Berger

NOTARY PUBLIC

HENRY T BERGER
Notary Public, State of New York
No. 02BE4618672
Qualified in Queens County
Commission Expires November 30, 2017

STATE OF NEW YORK) : SS.:

COUNTY OF NEW YORK)

On this 8th day of February, 2016, before me personally came Alisa Fuentes 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 by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Wendy Azucena Lopez

NOTARY PUBLIC

WENDY AZUCENA LOPEZ
Commissioner of Deeds
City of New York No. 2-12331
Certificate Filed in New York County
Commission Expires Jan 23, 2018

1/1/2018

STATE OF NEW YORK) : SS.:

COUNTY OF _____)

On this ___ day of _____, 2016, before me personally came _____, 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 by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

Description of

WESTLAKE TRUNK SEWER SYSTEM

Lands of The City of New York

Department of Environmental Protection

Located on TM# 117.11-3-1 & 113.17-1-11 and 107.17-2-20

All that certain strip or parcel of land situate in the Town of Mount Pleasant, County of Westchester and State of New York, being thirty (30) feet in width, the centerline of which is more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Columbus Avenue. Said point of beginning being the existing MH. STA 161 + 51.40 Upper Bronx Valley Sewer Extension – Section “C” as depicted on a survey titled “Record Plan: Contract No. 1421, Upper Bronx Valley Sewer, Sections D, E & F, West Lake Extension” dated 10/27/67 by James A. Bell, P.E.;

thence from the above described point of beginning in an easterly direction following the existing sewer line along Aerator Drive and Westlake Drive as they run through lands of the City of New York, Department of Environmental Protection as follows:

S 79°47'20" E	80.10 feet	To MH 2 AT STA 0+80.10
S 26°04'39" E	50.05 feet	To MH 3 AT STA 1+30.15
S 75°37'52" E	240.03 feet	To MH 4 AT STA 3+70.18
S 75°37'52" E	240.03 feet	To MH 5 AT STA 6+10.21
S 75°37'52" E	159.87 feet	To MH 6 AT STA 7+70.08
S 71°32'48" E	199.99 feet	To MH 7 AT STA 9+70.07
S 78°24'40" E	99.71 feet	To MH 8 AT STA 10+69.78
N 87°11'12" E	110.10 feet	To MH 9 AT STA 11+79.88
N 62°46'29" E	99.96 feet	To MH 10 AT STA 12+79.84
N 59°33'44" E	100.01 feet	To MH 11 AT STA 13+79.85
N 28°48'25" E	104.87 feet	To MH 11A AT STA 14+84.72
N 11°16'24" E	300.20 feet	To MH 12 AT STA 17+84.92
N 11°16'24" E	300.19 feet	To MH 13 AT STA 20+85.11
N 5°03'16" W	140.00 feet	To MH 14 AT STA 22+25.11
N 3°25'28" W	280.08 feet	To MH 15 AT STA 25+05.19
N 5°16'10" E	349.86 feet	To MH 16 AT STA 28+55.05
N 2°50'26" W	349.96 feet	To MH 17 AT STA 32+05.01
N 32°23'06" E	150.04 feet	To MH 18 AT STA 33+55.05
N 58°52'49" E	100.04 feet	To MH 19 AT STA 34+55.09
N 84°53'08" E	99.98 feet	To MH 20 AT STA 35+55.07
S 72°56'19" E	80.01 feet	To MH 21 AT STA 36+35.08
S 47°36'20" E	199.80 feet	To MH 22 AT STA 38+34.88
S 74°40'30" E	99.90 feet	To MH 23 AT STA 39+34.78
N 87°19'53" E	175.63 feet	To MH 24 AT STA 41+10.41

Located approximately 10 feet northwest of a concrete property monument labeled New York City D.W.S.G. & E.,

thence leaving Westlake Drive and heading in a southerly then easterly direction as follows:

S 5°08'58" E	199.83 feet	To MH 25 AT STA 43+10.24
S 21°43'58" E	249.93 feet	To MH 26 AT STA 45+60.17
S 31°40'57" E	249.75 feet	To MH 27R AT STA 48+09.92
N 78°19'07" E	149.10 feet	To MH 28 AT STA 49+59.02
N 38°55'53" E	200.07 feet	To MH 29 AT STA 51+51.09
N 34°54'26" E	199.92 feet	To MH 30 AT STA 53+59.01
N 16°10'54" E	119.94 feet	To MH 31 AT STA 54+78.95
N 34°39'09" E	120.03 feet	To MH 32 AT STA 55+98.98
N 23°21'32" E	299.88 feet	To MH 33 AT STA 58+98.86
N 33°58'11" E	109.88 feet	To MH 34 AT STA 60+08.74
N 9°31'21" W	140.06 feet	To MH 35 AT STA 61+48.80
N 82°36'28" E	150.03 feet	To MH 36 AT STA 62+98.83
N 50°37'06" E	201.25 feet	To MH 37 AT STA 65+00.08
N 30°43'26" E	151.41 feet	To MH 38 AT STA 66+51.49
N 11°55'51" E	249.66 feet	To MH 39 AT STA 69+01.15
N 15°18'51" E	199.79 feet	To MH 40 AT STA 71+00.94
N 4°36'18" W	100.19 feet	To MH 41 AT STA 72+01.13
N 16°40'43" E	100.02 feet	To MH 42 AT STA 73+01.15
N 69°28'10" E	50.00 feet	To MH 43 AT STA 73+51.15
S 26°41'29" E	79.20 feet	To MH 44 AT STA 74+30.35
S 80°20'32" E	249.93 feet	To MH 45 AT STA 46+80.28
N 87°53'19" E	300.24 feet	To MH 46 AT STA 79+80.52
N 79°02'36" E	249.81 feet	To MH 47 AT STA 82+30.33
N 27°34'06" E	89.92 feet	To MH 48 AT STA 83+20.25
S 81°05'46" E	79.53 feet	To MH 49 AT STA 83+99.78
N 68°44'08" E	199.90 feet	To MH 50 AT STA 85+99.68
N 50°49'01" E	199.66 feet	To MH 51 AT STA 87+99.34
N 3°16'30" W	100.01 feet	To MH 52 AT STA 88+99.35
N 54°17'40" E	59.68 feet	To MH 53R AT STA 89+59.03
S 28°59'41" E	89.52 feet	To MH 54F AT STA 90+48.55
N 75°33'34" E	100.04 feet	To MH 55F AT STA 91+48.59
N 48°59'30" E	100.03 feet	To MH 56F AT STA 92+48.62
N 61°48'37" E	150.06 feet	To MH 57F AT STA 93+98.68
N 76°33'37" E	159.39 feet	To MH 58 AT STA 95+58.07
N 56°13'54" E	149.42 feet	To MH 59 AT STA 97+07.49
N 0°53'45" W	100.01 feet	To MH 60 AT STA 98+07.50
N 3°05'41" E	248.84 feet	To MH 61 AT STA 100+56.34
N 1°06'09" E	200.68 feet	To MH 62 AT STA 102+57.02
N 11°50'45" W	150.13 feet	To MH 63 AT STA 104+07.15
N 30°08'30" W	150.03 feet	To MH 64 AT STA 105+57.18
N 13°02'20" W	199.92 feet	To MH 65 AT STA 107+57.10
N 3°26'35" W	199.75 feet	To MH 66 AT STA 109+56.85

N 25°21'30" W	159.95 feet	To MH 67 AT STA 111+16.80
N 8°41'20" E	64.61 feet	To MH 70 AT STA 111+81.41 = 113+14.32
N 35°59'25" E	100.00 feet	To MH 71 AT STA 114+14.32
N 15°56'40" E	15.00 feet	more or less to a point on the New York City

property line approximately 34 feet along a stone wall on a bearing of N 65°46'00" E from a concrete property monument labeled New York City D.W.S.G. & E.

At this point the West Lake Trunk Sewer leaves New York City property but reenters at a point on the City property line the following bearings and distances from where it left:

N 65°46'00" E	340+/- feet
N 89°05'10" E	310.20 feet
N 52°05'40" E	175+/- feet

to a point on the westerly bounds of lands of the City of New York where the sewer line installed as a part of Contract 1421 crosses the property line,

Thence continuing the sewer easement, S 49°45'00" E approximately 12 feet to MH. 81E at STA 9+50.08 and the end point of Contract No. 1421.

Said endpoint of Contract No. 1421 also marks the beginning point of Contract No. 1657 Upper Bronx Valley Sewer as depicted on a survey titled "Record Plan: Contract No. 1657, Upper Bronx Valley Sewer, West Lake Extension Part III" dated May 1968 by Joseph P. Lavigna, P.E.; thence continuing along the existing sewer line and through lands of the City of New York, Department of Environmental Protection as follows:

S 54°47'50" E	78.84 feet	To MH 82E AT STA 10+28.92
N 49°42'20" E	134.97 feet	To MH 83E AT STA 11+63.89
N 28°47'20" E	293.40 feet	To MH 84E AT STA 14+57.29
N30°10'40" E	275.08 feet	To MH 85E AT STA 17+32.37
N 09°01'30" E	294.91 feet	To MH 86E AT STA 20+27.28
N 04°36'10" W	146.36 feet	To MH 87E AT STA 21+73.64
N 26°01'30" W	156.97 feet	To MH 88E AT STA 23+30.61
N 35°42'50" W	124.22 feet	To MH 89E AT STA 24+54.83
N 03°24'30" W	267.37 feet	To MH 90E AT STA 27+22.20
N 14°40'00" W	94.67 feet	To MH 91E AT STA 28+16.87
N 09°56'10" E	82.00 feet	To MH 92E AT STA 28+98.16
N 09°56'10" E	171.10 feet	To MH 93E AT STA 30+69.97
N 51°21'50" E	187.27 feet	To MH 94E AT STA 32+57.24
N 39°10'10" E	239.06 feet	To MH 95E AT STA 34+96.30
N 17°57'10" E	84.18 feet	To MH 96E AT STA 35+80.48
N 50°46'30" E	244.52 feet	To MH 97E AT STA 38+25.00
N 16°17'30" E	116.54 feet	To MH 98E AT STA 39+41.54
N 48°00'20" E	165.42 feet	To MH 99E AT STA 41+06.96
N 60°36'40" E	140.57 feet	To MH 100E AT STA 24+47.53
N 28°47'00" E	299.72 feet	To MH 101E AT STA 45+47.25
N 28°17'50" E	280.54 feet	To MH 102E AT STA 48+27.79
N 47°06'40" W	95.12 feet	To MH 103E AT STA 49+22.91
N 15°50'30" E	143.51 feet	To MH 104E AT STA 50+66.42
N 08°37'10" W	132.64 feet	To MH 105E AT STA 51+99.06

N 01°21'20" E

158.83 feet

To MH 106E AT STA 53+57.89

N 33°13'40" E

118.75 feet

To MH 107E AT STA 54+76.68

Thence deflecting 15°30' to the left 157.53 feet to MH 108E AT STA 56+34.17

which marks the end point of Contract No. 1657.

All bearings and distances depicted on the above referenced survey and stated herein are in the system of the City of New York Department of Water Supply, Gas and Electricity as it existed in 1967.