

OGDENSBURG CITY SCHOOL DISTRICT
OGDENSBURG, NEW YORK

SUBJECT: Resolution to Approve Easement Agreement with the Village of Heuvelton (NYS Route 812 Sewer Corridor and Treatment Consolidation Project)

DATE: June 21, 2021

REASON FOR BOARD CONSIDERATION:

The Board of Education must accept or reject all contractual agreements.

FACTS AND ANALYSIS:

The Ogdensburg City School District is being asked to approve an easement agreement with the Village of Heuvelton for the NYS Route 812 Sewer Corridor and Treatment Consolidation Project. The board will authorize the School Board President to sign the easement agreement and the Superintendent of Schools to witness the easement agreement; therefore, the following is recommended:

RECOMMENDED ACTION:

Moved by _____ and supported by _____ that, having the recommendation of the Superintendent of Schools, the Board of Education of the Ogdensburg City School District does hereby authorize the Board of Education President and the Superintendent of Schools to sign and witness the attached Easement agreement with the Village of Heuvelton, as submitted this 21st day of June 2021.

APPROVED FOR PRESENTATION TO THE BOARD:



Superintendent

KK/alf
Attachment

Village of Heuvelton

*51 State Street
Heuvelton, NY 13654*

*315-344-2214
Fax 315-344-1246*

May 5, 2021

RECEIVED

To: Ogdensburg City School District
1100 State Street
Ogdensburg, N.Y. 13669
Attn: Superintendent Kevin Kendall

MAY 10 2021

SUPERINTENDENT'S OFFICE OCSO

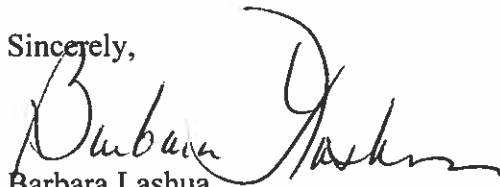
Re: Village NYS Route 812 Sewer Corridor and Treatment Consolidation Project

As you may be aware, the Village of Heuvelton has undertaken a sewer infrastructure project along the NYS Route 812 Corridor known as the NYS Route 812 Sewer Corridor and Treatment Consolidation Project. The Village will require an easement to access your property. Enclosed you will find an easement, description of the easement area, and map detailing the desired easement area. Kindly review and, if acceptable, sign the easement before a notary public and return to the Village Offices in the self-addressed and stamped envelope provided. The original copy of the survey map has been included for your files. Please note that the Village wishes to move forward on this project during the summer of 2021. It is requested that the easement or questions regarding the easement are provided at your earliest convenience and, if possible, no later than May 21, 2021.

Should you have any questions regarding the placement of the facilities please do not hesitate to contact Charles Prior at 315/471.0688 x673. Should you require assistance with the language of the easement, kindly contact Diane Collette at Barclay Damon LLP at 315-413-7126

The completion of this project is critical to provide Village residents and sewer users with reliable sewer infrastructure. Thank you for your anticipated support.

Sincerely,



Barbara Lashua

Mayor

Village of Heuvelton

CC: Joseph Russell, Barclay Damon (email)
Charles Prior, EDR (email)

EASEMENT

THIS INDENTURE, made the _____ day of _____, 2021, between the Ogdensburg City School District of 1100 State Street, Ogdensburg, New York 13699, party of the first part, hereinafter designated the Grantor, and the **VILLAGE OF HEUVELTON**, a municipal corporation of the State of New York, having an address of 51 State Street, Heuvelton, New York 13654, party of the second part, hereinafter designated the Grantee:

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, the receipt of which is hereby acknowledged, and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns, forever, a Permanent and Perpetual Easement to be exercised in, on, over, under, through, and across the hereinafter described property for the purpose of constructing, laying, installing, replacing, relocating, operating, maintaining, cleaning, repairing, and removing underground sanitary sewer pipelines, and appurtenances of whatever type or material, so as to enable the transmission of waste through any line now on, under, or through said property or any line or lines to be hereafter placed upon, under, or through said property, as the Grantee may now or shall from time to time hereafter deem necessary for the transmission of waste, which said property is described on Schedule "A" attached hereto and made a part hereof ("Easement Area").

During and for the purpose of the construction of the sanitary sewer pipeline or pipelines, lateral pipeline or pipelines or appurtenances, the Grantee shall have the right to clear and use additional land (Temporary Easement), said Temporary Easements shall be a maximum of 10 feet in width on each side of the Permanent Easement. The grant of the Temporary Easement shall terminate upon completion of construction of the facilities and surface restoration.

It is understood that the Easement and Temporary Easement are located beneath and upon a portion of the athletic fields of the Grantor. Accordingly, the Grantee shall take no action under this Agreement that will permanently or for an unreasonably extended period of time impair or prevent the activities of the Grantor upon the surface of the Easement Area. No permanent surface structures or equipment are permitted to be installed by Grantee on the Easement Area. The Grantee, its successors and assigns hereby agree to indemnify and hold Grantor, its successors and assigns, harmless from any claims, charges, damages, losses, liability, costs and expenses (including reasonable attorney's fees) for any injury or damages to any person or property or for any discharge from the sewer pipeline arising out of its use or control of the Easement Area, 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 Grantee or its duly authorized representative or representatives shall have the right at any time to cut roots or remove trees and vegetation or other obstructions on or adjacent to said above described premises which in the opinion of the Grantee may be likely to interfere with or prevent the free and unrestricted use and exercise of the Permanent Easement and the rights hereinabove described.

The Grantee shall, after the completion of initial construction or any other work required to be done in connection with the granting of these Easements, promptly restore the surface of,

Notary Public

CERTIFICATE OF SUBSCRIBING WITNESS

STATE OF NEW YORK)
) SS:
COUNTY OF ST. LAWRENCE)

On the ____ day of _____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in the Village of Heuvelton; that he/she/they know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw _____ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public



LaFave, White & McGivern, L.S., P.C.
LAND SURVEYORS & PHOTOGRAMMETRISTS

THERESA - BOONVILLE

N.Y.S. Route 812 Sewer Corridor
Ogdensburg City School District Permanent Easement

All that parcel of land located in the Town of Oswegatchie and City of Ogdensburg, County of St. Lawrence and State of New York, bounded and described as follows:

Beginning at a point in the northwest highway boundary of New York State Route 37, said point being southwesterly along said highway boundary on a curve to the right with a radius of 7539.40 feet and an arc distance of 378.44 feet (a direct tie of South 59 degrees 07 minutes 53 seconds West, 378.40 feet) from a concrete highway monument at the intersection of said highway boundary with the division line between land conveyed to City of Ogdensburg (Liber 270, Page 482) on the southwest and land conveyed to Seaway Plaza Realty LLC (81%) and Seaway Partner LLC (19%) (Instrument 2019-00003680) on the northeast; and runs thence from the point of beginning in a southwesterly direction along the northwest highway boundary of New York State Route 37 on a curve to the right with a radius of 7539.40 feet an arc distance of 28.21 feet to a concrete highway monument that is South 60 degrees 40 minutes 36 seconds West, 28.21 feet from the point of beginning; thence South 60 degrees 43 minutes 47 seconds West, 107.29 feet continuing along the northwest highway boundary of New York State Route 37 to a point; thence North 30 degrees 59 minutes 54 seconds West, 714.62 feet to a point at the southeast end of Franklin Street; thence North 59 degrees 36 minutes 36 seconds East, 20.00 feet along the southeast end of Franklin Street to a point; thence South 30 degrees 59 minutes 54 seconds East, 663.09 feet to a point; thence South 75 degrees 32 minutes 07 seconds East, 57.12 feet to a point; thence North 58 degrees 51 minutes 10 seconds East, 75.86 feet to a point; thence South 29 degrees 08 minutes 46 seconds East, 14.87 feet to the point of beginning, containing 0.38 acres of land.

The above described parcel being part of the 37.21 acre parcel conveyed by Ogdensburg Fair Grounds, Inc. to City of Ogdensburg by deed dated April 21, 1930 and recorded in the St. Lawrence County Clerk's Office on August 3, 1931 in Liber 270 of Deeds at Page 482.

The above described parcel is subject to a sanitary sewer force main easement agreement between Ogdensburg Bridge and Port Authority and Ogdensburg City School District dated May 4, 2018 and recorded in the St. Lawrence County Clerk's Office on August 1, 2018 at Instrument 2018-00009772.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

File 2021E-01
March 12, 2021