Legal Counsel Approval

RL15-203

Introductory No. R15-108

Permanent No. R15-107

THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: November 4, 2015

Sponsored by Council Members: Motsavage, Mihalko, Matzo, Berg, Rennia, Papastrat

Introduced by Committee: Public Works/Parks and Recreation

RESOLUTION
entitled

A RESOLUTION GRANTING AN EASEMENT TO NYSEG FOR INSTALLATION OF THE MAIN SERVICE LINE INTO THE TERMINAL PUMPING STATION AT THE JOINT SEWAGE TREATMENT FACILITY

WHEREAS, the City of Binghamton (the "City") is a joint owner of the Binghamton-Johnson City Joint Sewage Treatment Facilities (the "JSTF") with the Village of Johnson City (the "Village"); and

WHEREAS, to accommodate repairs at the JSTF, it is necessary to provide an easement to New York State Electric & Gas Corporation ("NYSEG") for new service to the pump station.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an easement agreement, approved as to form and content by the Office of Corporation Counsel, with NYSEG and that such agreement is hereby ratified as attached.

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Motsavage, Mihalko, Matzo, Berg, Rennia, Papastrat

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The within Resolution was adopted by the Council of the City of Binghamton.

11/4/15
Date

(Deputy)
City Clerk

11/5/15
Date Presented to Mayor

11/5/15
Date Approved

Mayor

	Ayes	Nays	Abstain	Absent
Motsavage	√			
Mihalko	√			
Rennia	√			
Webb	√			
Papastrat	√			
Matzo	√			
Berg	√			
Total	7	0	0	0

☐ Code of the City of Binghamton

☑ Adopted ☐ Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 11/4/15. Approved by the Mayor on 11/5/15.

(Deputy)

EASEMENT

THIS INSTRUMENT WITNESSETH THAT CITY OF BINGHAMTON by and VILLAGE OF JOHNSON CITY by, hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of VESTAL, County of BROOME, State of New York, fronting on the street or highway known as GATES ROAD, bounded NORTHERLY by lands of N/F SUSQUEHANNA RIVER and SOUTHERLY IN PART by lands of N/F WALSH, for and in consideration of the sum of One and No/100 Dollars ($1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communications facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is -30- feet in width throughout its extent, situate, lying and being as follows:

THE CENTERLINE OF SAID EASEMENT AND RIGHT OF WAY ENTERS GRANTOR'S LAND ON THE NORTH AS IT ABUTS THE SOUTHERLY LIMITS OF THE DEAD END ROAD OFF GATES ROAD AND THE SHORE EDGE OF THE SUSQUEHANNA RIVER; THENCE SAID EASEMENT AND RIGHT OF WAY EXTENDS IN A SOUTHERLY DIRECTION TO A POINT, SAID POINT BEING GRANTEE'S NEW POLE NUMBER 101-4 OF ELECTRIC LINE NUMBER 573, TO BE LOCATED ABOUT TWENTY SEVEN (27) FEET SOUTHERLY OF THE CENTERLINE OF SAID DEAD END ROAD AND ABOUT EIGHTEEN (18) FEET WESTERLY OF GRANTOR'S EASTERLY PROPERTY LINE; THENCE SAID EASEMENT AND RIGHT OF WAY CONTINUES SOUTHERLY TO GRANTEE'S NEW POLE NUMBER 101-5 OF SAID ELECTRIC LINE, TO BE LOCATED ABOUT ONE HUNDRED FOURTEEN FEET (114) FEET SOUTHERLY OF SAID DEAD END ROAD AND ABOUT TWENTY (20) FEET WESTERLY SAID PROPERTY LINE; THENCE SAID EASEMENT EXTENDS OVER, UPON AND ACROSS GRANTOR'S LANDS IN A WESTERLY DIRECTION TO GRANTEE'S NEW POLE NUMBER 17-2 OF GRANTEE'S EXISTING ELECTRIC LINE NUMBER 1913. TOGETHER WITH THE RIGHTS FOR NECESSARY GUYING FACILITIES AND SERVICE EXTENSIONS OUTSIDE THE STATED EASEMENT WIDTH.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with rights for free ingress and egress over the easement and right of way and other lands of the Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantee, may interfere with the construction, operation and maintenance of its line or lines.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s) the rights to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of -15- feet or more from Grantee's aerial wires with vehicles, machinery and equipment.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) ha _____ hereunto set _____ hand(s) and seal(s) this 2nd day of March, 2005.

IN PRESENCE OF:

_____ (L.S.)
Address: City Hall, 38 Hawley Street
Binghamton NY 13901

_____ Mayor (L.S.)
Address:

_____ (L.S.)
Address:

RW-3, 02/00

New York State Electric & Gas Corp. - Records Management & Real Estate Services BINGHAMTON RWC - 42

EASEMENT

Line 573 & 1913 POLES17-2& 101-4, 101-5

Auth. 9400020264 Parcel No. _____

Area Cost Center No. RC2J000034

Construction W.O. No. 801000033501 & 508

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated _____, _____

STATE OF NEW YORK }
COUNTY OF _____ } ss:

Recorded on the _____ day of _____, _____

at _____ o'clock _____ M.

in Book _____ of Deeds at

Page _____ and examined.

_____
(Clerk)

Consideration on this document
is less than $100.00

(Personal or Corporate Acknowledgment)

STATE OF NEW YORK }
COUNTY OF Broome } ss:

On the 26th day of July, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Davis,

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* upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
KENNETH J. FRANK
Notary Public – State of New York
No. 02FR4907631
Qualified in Broome County
Commission Expires April 30, 20 12

* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

(Personal or Corporate Acknowledgment)

STATE OF NEW YORK }
COUNTY OF Broome } ss:

On the 21st day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory W. Dzemie, Mayor,

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* upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
JEFFREY M. JACOBS
Notary Public, State of New York
No. 02JA6091664
Qualified in Broome County
Commission Expires April 28, 20 11

* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

(Subscribing Witness Acknowledgment)

STATE OF NEW YORK }
COUNTY OF _____ } ss:

On this _____ day of _____,

_____, before me personally came

_____

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 reside(s) at _____

_____

in the _____

that ___he knew _____

to be the individual___ described in and who executed the foregoing instrument that ___he, said subscribing witness, was present and saw _____ execute the same; and that _____ said witness, at the same time, subscribed h___ name as witness thereto.

_____
Notary Public

TAX MAP NUMBER

Section 143.17 Block 1 Lot 3

RETURN TO
PROPERTY MANAGEMENT
RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 5224
BINGHAMTON, NEW YORK 13902-5224