

Appendix G
Drainage Easement

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made April __, 2011,

BETWEEN Raymond Ware, 2 Coe Farm Road, Montebello, New York, party of the first part,
and

Foster Church, Inc., a not-for-profit corporation, P.O. Box 202, Congers, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, **an easement for drainage purposes, including the right to lay, relay, repair and replace drainage pipe and other drainage structures in, under, over, through and upon the premises of the party of the first part. Said permanent easement hereinabove described is for the purpose of constructing, erecting, reconstructing, replacing, relocating, operating, repairing, or removing a drainage way or drainage lines and together with the right at all times to enter upon the said premises to cut, trim, move and demolish any and all brush, trees, buildings, structures or other obstructions on the property, together with the right of ingress to and egress from the property, together with all the rights and privileges necessary an appurtenant to the within easement, as more particularly described herein, said easement area being:**

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

*Section: 63.18
Block: 1
Lot: 5 (part)
Town: Ramapo*

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be considered as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Raymond Ware

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

On the __ day of April, 2011, before me, the undersigned, a notary public in and for said state, personally appeared Raymond Ware, 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

Record and Return by Mail to:

Ira M. Emanuel, P.C.
4 Laurel Road
P.O. Box 629
New City, NY 10956