

## ENCROACHMENT AGREEMENT

ENCROACHMENT AGREEMENT made this \_\_\_ day of May, 2024, between **JOHN MAZZA** and **MARIE MAZZA**, trustees of the John and Marie Mazza Irrevocable Trust dated April 4, 2024 having an address of 2 Dragotta Road, Marlboro, NY 12542 ( the "Owners") and the **TOWN OF MARLBOROUGH**, a municipal corporation with offices at 21 Milton Turnpike, Milton, NY 12547 ( the "Town").

WHEREAS, the Owners own certain parcels of real property located at 19 South Street and Dragotta Road in the Town of Marlborough, Ulster County, New York as identified as Tax Parcel No. 108.4-6-5.1 and more particularly described in a certain instrument recorded in the Ulster County Clerk's Office in Liber 7342 of Deeds at page 31; and

WHEREAS, the Owner has applied for approval of a subdivision of the Property and a lot line realignment affecting the Property and, in connection therewith, has applied for a variance from the Zoning Board of Appeals of the Town; and

WHEREAS, while making such applications, it has been determined that a portion of the existing garage on 19 South Street is located within and encroaches upon Dragotta Road, a Town road; and said garage existed prior to said Road being dedicated; and

WHEREAS, the Owners have asked the Town for permission to allow the garage to continue to remain in its present location and to continue to maintain said garage; and

WHEREAS, the Town has agreed to grant such permission subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual convenants contained herein, the Owner and the Town agree as follows:

1. This Agreement binds and encumbers Lot 1, which is more particularly described in Schedule A annexed hereto.
2. The Town permits the garage on Lot 1 to remain in its present location within Dragotta Road, as depicted on Schedule B annexed hereto, and permission for owners to enter on the Town Property to use and maintain the encroaching portion of the garage.
3. A) The owners shall defend, indemnify and hold the Town harmless from and against all claims, actions, proceedings, damages, liabilities, losses, costs and expenses arising out of or in connection with the encroachment of the garage within Dragotta Road and the use of such garage.  
B) The owners hereby agree to pay for the cost, expenses and filing fees of the Town for the drafting, execution and filing of this agreement.

4. The Towns permission for the portion of the encroaching garage on Dragotta Road may be terminated by the Town upon the following conditions;

A) The owners violating the Terms and Conditions of this Agreement.

B) The garage becomes for any reason dangerous, insecure or unsafe.

C) In the event of either A or B taking place the Town shall provide at least four (4) weeks written notice by Certified Mail Return Receipt, the violations and/or unsafe conditions and the owner shall have a minimum of 90 days from receipt of said notice to cure and/or remedy said condition and upon owner's written notice by Certified Mail Return Receipt to the Town of the condition being remedied the termination notice is voided.

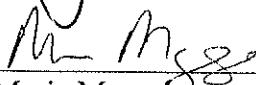
5. The towns permission for the portion of the encroaching garage on Dragotta Road may be terminated by the Town upon the following condition;

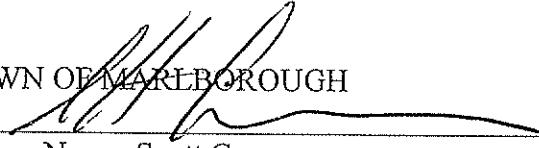
A) The Town Board passing a resolution determining a need to make full public use of the portion of Dragotta Road presently encroached upon by the garage and for the removal of the same in accordance with the rules, regulations and laws existing at that time. The Town shall provide at least (4) weeks written notice by Certified Mail Return Receipt of the passed resolution with a copy of the resolution and owner shall have a minimum of 90 days from receipt of said notice to remove that portion of the garage situated on the Town's property.

6. This agreement shall be recorded and shall be deemed a covenant running with Lot 1 and the Towns Property and shall inure to the benefit of and be binding upon the Owner of Lot 1, the Town and their successors heirs and assigns forever, unless this Agreement is terminated by either the Owner removing the garage or the Town under the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

  
John Mazza, trustee

  
Marie Mazza, trustee

  
TOWN OF MARLBOROUGH

By:

Name: Scott Corcoran

Title: Supervisor

STATE OF NEW YORK )

ss:

COUNTY OF ULSTER )

On the 14<sup>th</sup> day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **John Mazza**, 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.

Penny Cashman  
Notary Public

STATE OF NEW YORK )

ss:

COUNTY OF ULSTER )

On the 14<sup>th</sup> day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Marie Mazza**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Penny Cashman  
Notary Public

STATE OF NEW YORK )

ss:

COUNTY OF ULSTER )

On the 14<sup>th</sup> day of May, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Scott Corcoran**, 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.

Danielle Cherubini  
Notary Public

DANIELLE CHERUBINI  
Notary Public, State of New York  
Qualified in Ulster County  
No. 01CH6284534  
Commission Expires June 17, 2025