

Steven Teichman
3 Vanessa Drive
Suffern, NY 10901

RECEIVED
FEB 28 2024
VILLAGE OF WESLEY HILLS

February 27, 2024


Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

To whom it may concern:

Reference is hereby made to our Indemnification and Hold Harmless Agreement dated February 23, 2024 (the "Hold Harmless Agreement").

We hereby request permission to leave in the Village's right-of-way the Dry Well highlighted on Exhibit A to the Hold Harmless Agreement.

Thank You.



Steven Teichman

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

AGREEMENT dated **FEBRUARY 23rd**, 2024, between **VILLAGE OF WESLEY HILLS**, a municipal corporation having an office at 432 Route 306, Wesley Hills, New York 10952 ("Village") & **STEVEN & SHIRA TEICHMAN** ("Residents"), residing at 3 Vanessa Drive, Suffern, NY 10901,

WHEREAS, 3 Vanessa Drive, Suffern, NY 10901 also known as Section 41.07 Block 2 Lot 19 on the Tax Map of the Town of Ramapo (the "Premises"); and

WHEREAS, the Residents have constructed a dry well on the aforementioned property, as highlighted in yellow on the Final As-Built Survey attached hereto as Exhibit A (the "Improvements"); and

WHEREAS, the Village is willing to allow the Improvements as shown in Exhibit A, subject to the terms hereof.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The Residents may construct, install, reconstruct, and otherwise maintain the Improvements as shown in Exhibit A for so long as they wish to do so, subject to the limitations set forth hereafter.
2. Nothing herein shall prevent Residents from removing any or all of the Improvements at any time, provided, however, that upon such removal, the ground disturbed by such removal shall be restored to match the surrounding grade, condition, and provided further that no new structures shall be installed without the express written permission of the Village's Board of Trustees. Any such new structures shall be automatically deemed Improvements within the meaning of this Agreement and subject to the terms hereof, whether or not expressly stated at the time of installation.
3. During such time that any of the Improvements shall be in place, Residents shall, to the fullest extent provided by law, protect, defend, indemnify and hold Village and its officers, employees, and agents and save all of the over harmless from and against any and all losses, penalties, damages, settlements, costs, charges, and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder, with the exception of claims, if any, caused solely by the negligence of the Village.

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the ___ day of _____, 20__ before me, the undersigned, a notary public in and for said state, personally appeared **MARSHALL KATZ**, 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 and that such individual(s) made such appearance before the undersigned in Wesley Hills, NY.

Village of Wesley Hills

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the 23rd day of February, 2021 before me, the undersigned, a notary public in and for said state, personally appeared **STEVEN TEICHMAN**, 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 and that such individual(s) made such appearance before the undersigned in Wesley Hills, NY.

Sandra Beth Saffer

Notary Public

SANDRA BETH SAFFER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6436883
Qualified in Rockland County
My Commission Expires July 25, 2026

EXHIBIT A

[Final As-Built Survey for 3 Vanessa Drive to be Attached]

ED NG

SMH
RIM 531.65
INV 524.8

VANESSA DRIVE

50' WIDE

DRY WELL
RIM 534.3
INV 527.0

294.64'

S 11° 02' 00" W

OHW 531.8 OHW 532.4 OHW 532.9 OHW 533.8 OHW 533.5 OHW 536 OHW 534.8 OHW 536 OHW 536.8 OHW 537.3 OHW 539.8 OHW 536.8 OHW 538

I.R.

WALL

PAVERS

WALL

WALL

WOODEN FENCE

I.R.

OHW

533.9

TW 536.8
BW 534.0

536.0

533.8

539.5

538

536

536.1

WALL

TW 539.1
BW 537.3

539.8

OHW

DRY WELL
RIM 536.4
INV 526.7

6" CIP

538.1

4" PVC
TW 539.3
BW 535.4

538

536

536.1

WALL

TW 539.1
BW 537.3

539.8

OHW

12

41.07 - 2 - 19
44,588 Sq. Feet
1.024 Acres

WOODEN FENCE

536.0

536

538

540

539.5

538

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

128.5'

542

540

539.5

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

TW 543.8
BW 542.4

544

538.1

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

CONC STEPS

543.0

WOODEN FENCE

TW 543.3
BW 542.9

539.8

OHW

544

540

538.1

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

544

540

538.1

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

3' F

N/F
41.0

I.R.

OHW

538

536

534

532

S

S

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S

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S

UP

OHW

OHW

OHW

OHW

OHW

OHW

OHW

OHW

OHW

OHW

OHW

I.R.

WALL

PAVERS

WALL

WALL

WOODEN FENCE

I.R.

OHW

533.9

TW 536.8
BW 534.0

536.0

533.8

539.5

538

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

294.64'

DRY WELL
RIM 536.4
INV 526.7

6" CIP

538.1

4" PVC
TW 539.3
BW 535.4

538

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

12

41.07 - 2 - 19
44,588 Sq. Feet
1.024 Acres

WOODEN FENCE

536.0

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538

540

539.5

538

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

128.5'

542

540

539.5

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WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

TW 543.8
BW 542.4

544

538.1

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536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

CONC STEPS

543.0

WOODEN FENCE

TW 543.3
BW 542.9

539.8

OHW

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WOODEN FENCE

TW 539.1
BW 537.3

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OHW

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WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

3' F

N/F
41.0

I.R.

OHW

538

536

534

532

S

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UP

OHW

OHW

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OHW

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OHW

I.R.

WALL

PAVERS

WALL

WALL

WOODEN FENCE

I.R.

OHW

533.9

TW 536.8
BW 534.0

536.0

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539.5

538

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

294.64'

DRY WELL
RIM 536.4
INV 526.7

6" CIP

538.1

4" PVC
TW 539.3
BW 535.4

538

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

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1.024 Acres

WOODEN FENCE

536.0

536

538

540

539.5

538

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

128.5'

542

540

539.5

536

536.1

WOODEN FENCE

TW 539.1
BW 537.3

539.8

OHW

TW 543.8
BW 542.4

544

538.1

536

536.1

WOODEN FENCE