

Amendment to Sewage Works Agreement

This Amendment to Sewage Works Agreement is entered into as of the ___ day of August, 2016, between RALEIGH-HEIDEN SEWER WORKS CORPORATION, a transportation corporation formed under the laws of the State of New York, with an address for doing business at c/o Ralhal LLC, 1481 47th Street, Brooklyn, New York 11219 (“RSWC”); and the TOWN OF FALLSBURG, a municipal corporation of the State of New York having its principal place of business at 19 Railroad Avenue, South Fallsburg, New York 12779 (the “Town”). The Town and RSWC, individually, may be referred to hereafter as a “Party” and together may be referred to hereafter as the “Parties”.

W I T N E S S E T H

WHEREAS, RSWC and the Town entered into a Sewage Works Agreement dated October 27, 2014 (the “Sewage Works Agreement”); and

WHEREAS, RSWC and the Town desire to amend the Sewage Works Agreement in the manner which is hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. This Amendment is intended to supplement and to supercede the Sewage Works Agreement. To the extent of any inconsistencies between this Amendment and the Sewage Works Agreement, this Amendment shall prevail.
2. Capitalized terms used in this Amendment and not otherwise defined shall have the meaning set forth in the Sewage Works Agreement.
3. Section 4.3 of the Sewage Works Agreement provides that the shares of stock of RSWC along with a fully executed stock assignment in favor of the Town shall be deposited into escrow “prior to the commencement of operation of the improvements”. To supplement that provision, and for clarification, the parties hereto agree that the deposit of the foregoing items shall be made with the Town Clerk prior to the issuance of any building permits for the construction of any homes within the Service Area.
4. Section 4.4 of the Sewage Works Agreement requires RSWC to place in escrow a deed in favor of the Town to the real property owned by RSWC, said deed to be deposited, in escrow, with the Town Clerk pursuant to the Escrow Agreement. The parties hereto agree that if the property where the improvements are constructed is not located on a separate parcel of land, then in such event, in lieu of depositing a deed in escrow with the Town Clerk, RSWC shall cause to be recorded a declaration of covenants and easements, which covenants and easements will allow the

Town, or any designee of the Town, full access to the improvements, 24 hours per day, 7 days per week, unrestricted by any of the owners of the property where the improvements have been constructed. Said covenants and easements shall be reflected in a document recorded at the office of the Sullivan County Clerk, and shall be recorded against the property in which the improvements may be located.

5. Except for the modifications of the Sewage Works Agreement which are set forth herein all other terms and conditions of the Sewage Works Agreement remain in full force and effect.

IN WITNESS WHEREOF, RSWC and the Town have entered into this Amendment as of the above date.

Raleigh-Heiden Sewer Works
Corporation

Town of Fallsburg

By: _____
Abraham Leser, President

By: _____
Steven Vegliante, Supervisor