

ATTACHMENT Q
DRAFT COMMON DRIVEWAY AGREEMENT

RIGHT OF WAY AND COMMON DRIVEWAY AGREEMENT
[Delaware River Solar LLC & NY Dryden I LLC]
SUBDIVISION DRYDEN, NEW YORK

THIS RIGHT OF WAY AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2017 by **Evan Carpenter and Brenda Carpenter**, individuals residing at 2265 Dryden Road, Dryden NY 13053 (collectively, “**Carpenter**”).

WHEREAS, Carpenter is the owner of that certain real property located at 2265 Dryden Road in the Town of Dryden, County of Tompkins and State of New York, of approximately 135.21 acres and identified as Tax Map Parcel No. 47.-1-7.3 and as more further described in a deed recorded in the Tompkins County Clerk’s Office as instrument number [] (“**Carpenter Land**”);

WHEREAS, Carpenter is subdividing the Carpenter Land into three lots (“**Subdivision**”) as more particularly shown on a certain subdivision map of the Carpenter Land entitled “Carpenter Land Subdivision” filed in the Tompkins County Clerk’s Office as map _;

WHEREAS, as a condition of the approval of the Subdivision, and to benefit the future owners of the Lots 1, 2, and 3 within the Subdivision, Carpenter is dedicating a common right of way for ingress and egress for foot and vehicular traffic that is [] feet wide and the centerline of which is more particularly described on Exhibit “A” annexed hereto (“**Access Road**”);

WHEREAS, it is the intent of Carpenter to set forth the future lot owners’ respective rights and obligations regarding the easement for right of way granted herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereto do acknowledge, the parties agree as follows:

1. The above recitals are incorporated by reference and are hereby made a part of this Agreement.
2. Carpenter intends this Agreement to supersede and replace any and all previous agreements regarding any private rights of way over the Carpenter Land.
3. Carpenter hereby dedicates, grants, conveys and releases unto the future owners, their heirs, successors and assigns a permanent easement for right of way over Access Road for the purpose of ingress and egress of foot and vehicular traffic.
4. The easement for right of way is dedicated and granted herein and all the terms and conditions are to be held by the parties, their heirs, successors and assigns, as appurtenant to the land owned by said parties and this Agreement or any interest therein shall not be let, assigned or transferred except as an appurtenance to all the premises owned by each of the future lot owners.
5. Neither Carpenter nor any future owner of any lot in the Subdivision shall obstruct, impede, or interfere with the reasonable use of Access Road by the other, and neither

shall park, or permit their invitees to park vehicles, on Access Road in a manner that would unreasonably impede ingress and egress by the other party.

6. The responsibility and cost to use, maintain, repair and replace Access Road to comply with Town of Dryden Code provisions governing common driveways, shall be shared equally between the future owners of all lots within the Subdivision, with twenty five percent (25 %) of all such costs attributable to each lot.
7. If a future lot owner fails to reasonably discharge its use, maintenance, repair and replacement obligations, the other lot owners shall have the right, but not the obligation, to perform such maintenance and repair and to be reimbursed for the cost and expense thereof by the defaulting party, including costs and reasonable attorneys' fees incurred in collection.
8. Notwithstanding the previous paragraph, if Access Road is damaged during the course of construction on any property within the Subdivision, or through the negligence of an owner or its invitees, the owner of that property shall bear the cost of restoring Access Road to the condition it was in prior to the construction and damage. Damage caused by the negligence of an owner or its invitees shall be repaired as soon as practicable after the damage occurs.
9. To the extent the State of New York has any right in title or interest to Access Road, the State of New York may exercise any right or benefit granted hereunder.
10. In the event of a violation or breach of any provision contained in this Agreement by any of the parties, Carpenter and any future lot owner shall have the right to enforce this Agreement by appropriate judicial proceedings.
11. Each future lot owner agrees to defend, hold harmless and indemnify the other from any and all claims, liability, loss or damage arising out of the use of Access Road by each party and their tenants, visitors, servants and licensees.
12. Carpenter represents and warrants that he has full authority to enter into this Agreement, and that he has good and marketable title to the Carpenter Land.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date above written.

EVAN CARPENTER

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On the ___ day of _____ in the year Two Thousand and _____ before me, the undersigned, a notary public in and for said state, personally appeared **Evan Carpenter** 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.

Notary Public

BRENDA CARPENTER

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On the ___ day of _____ in the year Two Thousand and _____ before me, the undersigned, a notary public in and for said state, personally appeared **Brenda Carpenter** 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.

Notary Public

EXHIBIT "A"

"ACCEES ROAD" CENTERLINE ACCESS DRIVEWAY

Description to be Provided, Subject to Site Plan Approval