

**PERMANENT STORMWATER AND ACCESS
EASEMENTS AND RIGHTS-OF-WAY**

THIS INDENTURE is made this ____ day of _____, 2018 by and between Ivy Ridge Holdings LLC d/b/a Modern Living Rentals a New York limited liability company, with offices at 200 E. Buffalo Street, Ithaca, New York 14850 (“Grantor”), and the Town of Dryden, a municipal corporation of the State of New York, with offices at 215 North Tioga Street, Dryden, New York 14850 (“Grantee” or the “Town”).

The Grantor is the owner of a certain parcel of land of ±3.0 acres, identified as tax parcel number N/F 56.-2-5 & 56.-2-6, located in the Town of Dryden, Tompkins County, New York, (the “Premises”).

NOW WITNESSETH, that the Grantor, in consideration of One and 00/100 Dollar (\$1.00) and other good and valuable consideration paid by the Town, the receipt and sufficiency of which are hereby acknowledged by the Grantor and the Town, does hereby grant, remise, relinquish and release unto the Town, its successors and assigns forever, an EASEMENT and RIGHT-OF-WAY to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of stormwater, drainage and/or sediment control facilities, including ditches, ponds, together with any and all necessary or desirable related appurtenances and devices, together with the rights of free ingress and egress in, over, across, upon, and under the below-described parcels of land, such parcels being the areas of the permanent easement and right-of-way herein granted, and including the right to trim and/or remove trees, shrubs and other obstructions upon said parcels of land situate in the Town of Dryden, County of Tompkins and State of New York, all as more particularly bounded and described as follows:

The portions of the Premises containing the various stormwater facilities on the drawing attached hereto as Exhibit “A”, plus ten (10) feet around each facility.

FURTHER WITNESSETH: That the Grantor further hereby grants and releases unto the Town, its successors and assigns forever, an EASEMENT and RIGHT-OF-WAY for access by vehicles, persons and equipment over the Premises shown in Exhibit “A” (except building interiors), and the paved entrance drive, driveways and parking areas delineated by cross-hatching, as shown on the drawing attached hereto as Exhibit “B”, for the purposes of accessing the aforementioned stormwater easement areas.

FURTHER WITNESSETH: That the Grantor covenants and agrees that no buildings or structures (except for roads, buildings and other structures to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and approvals issued by Grantee that explicitly reference the aforesaid permanent easements) shall be constructed within the aforesaid permanent easements and rights-of-way which

will in any way interfere with complete access by the Town, its successors, assigns, employees and agents to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any stormwater, drainage and/or sediment control facilities, including ditches, ponds, and other and related appurtenances and devices.

AND, Grantor further covenants and agrees:

1. Grantor, for itself and all of its successors and assigns, covenants and agrees that no building or structures (except for roads, buildings and other structures to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and approvals issued by Grantee that explicitly reference the aforesaid permanent easements) shall be constructed or placed within the aforesaid permanent easements and rights-of-way which will in any way interfere with complete access by the Town, its successors, assigns, employees and agents to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any stormwater, drainage and/or sediment control facilities, including ditches, ponds, and other and related appurtenances and devices.

2. Grantor, for itself and all of its successors and assigns, covenants and agrees that, except for trees or other plants to be installed and maintained on or beneath the surface of the Premises in accordance with permits and approvals issued by Grantee that explicitly reference the aforesaid permanent easements, no trees or other plants will be planted or cultivated that may interfere with the said easements and rights-of-way.

3. Grantor, for itself and all of its successors and assigns, covenants and agrees that, except to the extent necessary for the construction, use and maintenance of buildings and other improvements on the Premises in accordance with permits and approvals issued by Grantee that explicitly reference the aforesaid permanent easements, it will not permit or conduct any mining, excavation, construction or blasting within said easements and rights-of-way.

4. Grantor, for itself and all of its successors and assigns, covenants and agrees that, except during the construction or maintenance of buildings, foundations and other improvements to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and approvals issued by the Grantee that explicitly reference the aforesaid permanent easements, it will not engage in any conduct, directly or indirectly, that blocks, obstructs, or interferes with the ingress and egress rights of the Town, its successors, assigns, employees and agents.

5. Grantor, for itself and all of its successors and assigns, covenants and agrees that it will place the following provision in all conveyances of the property or portions thereof covered by these easements , or any rights therein:

“Being the purpose of the said stormwater and access easements and rights-of way to convey rights to the Town of Dryden for stormwater, drainage, sediment control and stormwater management purposes, including the conveyance of rights to said Town to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of stormwater, drainage and/or sediment control facilities, including ditches, ponds, and other and related appurtenances and devices, together with the rights of free ingress and egress in, over, across, upon and under the below-described permanent easements and rights-of-way, and including the right to trim and/or remove trees, shrubs and other obstructions, all of which rights are (1) set forth in permanent easements and rights-of-way granted to the Town, the terms, obligations and conditions of which are expressly incorporated herein, and (2) assignable by the said Town to any successor or assign, or to any improvement district(s) now existing or hereafter to be formed.”

AND FURTHER, Grantor and the Town acknowledge that the easements and rights-of-way hereby granted are fully assignable by the Town to any successor or assign, or to any existing or future improvement district(s), without prejudice or recourse.

TO HAVE AND TO HOLD said rights-of-way and easements unto the Town, its successors and assigns forever, it being the intent of the Grantor to have these easements and all related rights-of-way herein expressed run with the land forever, and be permanent and perpetual.

AND THE TOWN DOES COVENANT that Grantee will at all times, when it enters the Premises for any purpose related to the permanent easements as granted by this instrument, leave the Premises in a neat and presentable condition, returning the Premises as nearly as practicable to its condition before such entry.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

IVY RIDGE HOLDINGS LLC

TOWN OF DRYDEN

By: _____

By: _____

Charlie O'Connor, Member

Jason Leifer, Supervisor

State of New York)
County of Tompkins) ss.:

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared Charlie O'Connor, 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

State of New York)
County of Tompkins) ss.:

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared Jason Leifer 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