TRAIL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this day of 2016 by and between CATHLEEN McDERMOTT DONOVAN (hereinafter referred to as "Owner of Parcel") of 1564 Slaterville Road, Ithaca, New York 14850 and the TOWN OF DRYDEN (hereinafter referred to as "Town"), a municipal corporation of the State of New York, with offices at 93 East Main Street, Dryden, New York 13053.

WHEREAS, Owner of Parcel is the owner in fee simple of certain real property (hereinafter referred to as the "Parcel") consisting of approximately 1.3 acres on N.Y.S. Route 366 in the Town of Dryden, Tompkins County, State of New York, currently designated as tax parcel number 39-1-12.12, as more particularly described in a deed dated April 24, 2008, and recorded April 28, 2008 as Instrument Number 525171-001 in the Tompkins County Clerk's Office; and

WHEREAS, Town is a municipal corporation of the State of New York which desires to preserve, protect and enhance land in its natural, scenic, educational, historical, agricultural, forested, and/or open space condition and also to provide a wide array of recreational opportunities to its residents, as well as alternative means of commuting; and

WHEREAS, Town desires to create a recreational trail (the "Trail") for non-vehicular use by the public within or adjacent to a certain abandoned railroad property, as more fully set forth in an instrument dated April 12, 1982, and recorded April 19, 1982 in Liber 588 of Deeds at page 546 in the Tompkins County Clerk's Office, a portion of which runs southeasterly of the Parcel adjacent to the southeasterly Parcel line, which Trail is intended to enhance local and regional hiking, bicycling and recreational opportunities for the general public by providing an attractive and scenic section of a local trail; and

WHEREAS, Owner of Parcel desires to grant to Town an easement across that portion of the Parcel parallel and adjacent to the southeasterly Parcel line, consisting of land thirty (30) feet in width and approximately 235 feet in length (the "Easement Area"), for Town to improve and/or maintain the Trail, and Town desires to accept said easement.

NOW, THEREFORE, in consideration of the foregoing recitals and \$1.00, and other good and valuable consideration, receipt of which is hereby acknowledged by Owner of Parcel, the parties agree as follows:

- 1. Grant of Easement to Town for Trail: Owner of Parcel hereby grants, transfers, and conveys to Town the following:
 - a. For the benefit of the public, a perpetual easement and right-of-way for non-vehicular ingress, egress, and access by the public over and across the Easement Area.

- h. No person is permitted to charge a fee for access to the Trail or use of Trail facilities.
- i. Right to Suspend Trail Use. Town or its designee, in its sole discretion, shall have the right to suspend public use of the Easement Area from time to time.
- j. The special conditions, if any, attached hereto in Schedule A are made a part of this instrument as if more fully set forth herein.
- 3. Easement Runs with Land, Successors and Assigns. This Easement shall bind and run with title to the Parcel forever, and shall inure to the benefit of the parties hereto and their successors and assigns; provided, however, that any successor or assignee of the Town must be a federal, state or local government corporation or a Not-For-Profit Corporation qualified under the laws of New York State to hold such easements; and further provided that Town may terminate this Easement as provided under Paragraph 5 below.
- 4. Hold Harmless, Indemnification of Owner of Parcel. Town agrees to defend, indemnify and hold harmless Owner of Parcel from any claims, suits, actions or proceedings for any cause of action arising out of any negligent act or omissions of Town with respect to the easement herein granted, and from any claims, suits, actions or proceedings for any cause of action claimed or brought by any person using the Easement Area, except for intentional or negligent acts of Owner of Parcel.
- 5. Termination/Modification. In the event that Town determines that the Easement Area is no longer needed or desirable across the Parcel, Town may terminate said easement by written instrument duly signed by Town and acknowledged and recorded in the Tompkins County Clerk's Office. This Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the Tompkins County Clerk's Office.
- 6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of New York.
- 7. Dispute Resolution. It is possible that in the future the parties may have disagreements with one another concerning the interpretation of this Easement Agreement, or concerning modification of provisions of this Easement Agreement. Notwithstanding this, the parties wish to not resort to litigation before reasonable non-court alternatives have first been attempted. The parties agree, therefore, to try to resolve any disputes that may arise in the future as set forth below, except in the case of urgent or emergency situations which would reasonably prevent such resolutions or make them impracticable:
 - a. As a first step in resolving future differences, if any, the parties first will attempt in good faith to confer with one another orally.

STATE OF NEW YORK COUNTY OF TOMPKINS) SS.: On the day of day of in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared CATHLEEN McDERMOTT DONOVAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of whom the individuals acted, executed the instrument. MARTIN W. JOHNSON Notary Public - State of New York No. 01JO6098402 Qualified in Broome County My Commission Expires Sep. 08, 20_1
STATE OF NEW YORK) COUNTY OF TOMPKINS) ss.:
On theday of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared JASON M. LEIFER, personally known to me or proved to me on the basis of satisfactory evidence to the individuals whose names are subscribed to the within instrument, an acknowledged to me that they executed the same in their capacities, and that by the signatures on the instrument, the individuals, or the persons upon behalf of whom the individuals acted, executed the instrument.
Notary Public