

## TRAIL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 19 day of March, 2019 by and between **CHARLES LEONARD** (hereinafter referred to as "Owner of Parcels") of **46 Hammond Hill Road, Freeville, New York** 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 Parcels is the Owner in fee simple of certain real property (hereinafter referred to as the "Parcels") consisting of approximately 2.21 acres on N.Y.S. Route 366 in the Town of Dryden, Tompkins County, State of New York, currently designated as tax parcel numbers 39-1-12.141 and 39-1-12.143, as more particularly described in a deed dated May 30, 1990, and recorded June 4, 1990 in Liber 654 of Deeds at page 1043 in the Tompkins County Clerk's Office, and shown as Parcels A and B on a survey map entitled "Survey Map Showing Lands of Charles Leonard Located on N.Y.S. Rte. 366 & Kirk Road, Town of Dryden, Tompkins County, New York" prepared by T. G. Miller, P.C., dated May 10, 2011, and filed September 19, 2017 in the Tompkins County Clerk's Office as Instrument Number 2017-10820; 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 Parcels, adjacent to the southeasterly Parcel lines, as shown on the above-referenced survey map, 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 Parcels desires to grant to Town an easement across that portion of the Parcels parallel and adjacent to the southeasterly Parcel lines, consisting of land twenty (20) feet in width by 304.09 feet in length across Parcel A, and thirty (30) feet in width by 194.25 feet in length across Parcel B (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 Parcels, the parties agree as follows:


1. Grant of Easement to Town for Trail: Owner of Parcels 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

(collectively, "Special Trail Facilities"). Special Trail Facilities to be installed by Town and agreed to by Owner of Parcels as of the Easement Date are listed in Schedule A (if any) attached to this document entitled "Special Conditions to Trail Easement."

- 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 Parcels 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 Parcels. Town agrees to defend, indemnify and hold harmless Owner of Parcels 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 Parcels.
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:

STATE OF NEW YORK )  
COUNTY OF TOMPKINS) ss.:

On the 19 day of March in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared **CHARLES LEONARD**, 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.

  
Notary Public

Linda S. Georgia  
Notary Public, State of New York  
Tioga County #4982581  
My Commission Expires June 3, 2019

STATE OF NEW YORK )  
COUNTY OF TOMPKINS ) ss.:

On the \_\_\_\_\_ day 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 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.

\_\_\_\_\_  
Notary Public