

STATE OF NEW YORK        )  
  :  
COUNTY OF TOMPKINS    )

**OPERATION, MAINTENANCE AND EASEMENT AGREEMENT**

THIS OPERATION, MAINTENANCE AND EASEMENT AGREEMENT (this "Agreement") is given this the \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (herein referred to as "Owner") and in favor of the Town of Dryden, a municipal corporation of the State of New York, with offices at 215 North Tioga Street, Dryden, New York 14850 (herein referred to as "Town").

RECITALS:

WHEREAS, Owner is the owner of a parcel of real property in Tompkins County, New York by virtue of that certain deed, dated \_\_\_\_\_ and recorded \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_, (the "Owner Property");

WHEREAS, Owner has received final site plan approval for a development on the Owner Property from the Town's Planning Board by resolution number \_\_\_\_ (2020) (the "Approved Plans"); and

WHEREAS, the approval on the Approved Plans was granted conditionally upon Owner's fulfillment of its obligation to construct the improvements as approved, agreement for proper operation and maintenance of the stormwater facilities reflected on the Approved Plans (the "Facilities") and conveyance to the Town of an easement for the Town's reasonable inspections of and any imperative maintenance to the Facilities.

NOW, THEREFORE, in consideration of the above stated mutual covenants and conditions, the receipt and sufficiency of which is acknowledged by the undersigned, the Owner provides as follows:

1.     Incorporation of Recitals. The Recitals set forth above are hereby fully incorporated in this Agreement as if the same were fully set forth herein.
  
2.     Operation and Maintenance. The Owner agrees for itself, its legal representatives, successors and assigns and any other persons or entities who obtain title to or an interest in any portion of the property which contain the Facilities, such agreement being expressly intended to run with the land and be binding forever, to operate, maintain and repair the Facilities to ensure continued function of the Facilities for their intended purpose as designed. As part of such obligation to properly maintain the Facilities, Owner shall perform such inspections, maintenance and repair as may be reasonably required by the Town's Engineer in order to assure the continued operation of the Facilities. The Owner, at its expense, shall perform all of the foregoing inspections, maintenance and repair reasonably necessary to keep the Facilities functioning in a good and workmanlike manner.
  
3.     Easement. The Owner does hereby grant and convey to the Town a non-exclusive easement over that portion of the Owner Property that is fifteen (15') feet wide, the center line of such easement being the Facilities. Such easement area is more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein (the "Easement"). The

Easement is conveyed to the Town for the purpose of providing the Town access to the Facilities for reasonable inspection and necessary maintenance to ensure the continued function of the Facilities, as designed. Further, Owner conveys to the Town rights of ingress and egress over the Owner Property to enable the Town to access the Easement. This Easement is conveyed to the Town on the condition that, in utilizing the rights contained in such Easement, the Town shall make reasonable efforts to disturb the Owner Property and Easement area as little as possible and shall return the Owner Property and Easement to as nearly as practicable condition as before any such entry.

4. Financial Responsibility for Maintenance performed or Repairs made by Town. In the event the Town determines that, due to the Owner's neglect, it is necessary for the Town to implement maintenance or repair to the Facilities, the Owner shall pay for such repairs and maintenance within ten days after the Town provides written notice to the then Owner concerning the same.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on the day and year first written above.

OWNER:

\_\_\_\_\_

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of January in the year 2020, before me, the undersigned, personally appeared \_\_\_\_\_, 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  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
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