

RELEASE OF EASEMENT AND RESTRICTION

THIS AGREEMENT made this ___ day of _____ 2020, by **Carl H. Snyder and Christine Snyder**, residing at 145 Hillcrest Road, Ithaca, NY 14850 (“Snyder”); **Bluebird Golf Inc.**, 430 Lake Road, Dryden, NY 13053, (“Bluebird Golf”); **Rohn E. Brown**, residing at 1 Quarry Ridge Rd, Sandy Hook, CT 06482, (“Brown”); **Eva Oxford and Charles Danko**, residing at 69 Turkey Hill Rd, Ithaca, NY 14850 (“Oxford and Danko”), **Kevin J. Cummings and Jodi Korich**, residing at 418 Lake Road, Dryden, NY 13053 (“Cummings and Korich”) and **Carolyn Anna Chow and Lori Ann Hill**, residing at 438 Lake Road, Dryden, NY 14850 (“Chow and Hill”).

WHEREAS, the Town of Dryden Planning Board (“Planning Board”) on June 22, 2017 reviewed and approved a final subdivision plat (“Bluebird Subdivision”) pursuant to the conservation subdivision provisions outlined in the Town’s Zoning Law which plat was recorded with the Tompkins County Clerk as Instrument Number 2017-09729 on August 22, 2017;

WHEREAS, the Planning Board’s approval of the Bluebird Subdivision was conditioned upon the inclusion of fourteen (14) specific deed restrictions governing the Bluebird Subdivision;

WHEREAS, Bluebird Golf conveyed to Chow and Hill a parcel of land in the Bluebird Subdivision, identified as Tompkins County Tax ID Number 49.-1-30.24 also known as 438 Lake Road, Dryden, New York, as more fully described in the Warranty Deed dated December 21, 2017 and recorded in the Tompkins County Clerk’s Office on December 22, 2017 with instrument number 2017-14696, a copy of which is attached as Exhibit A (“Premises”);

WHEREAS, the said conveyance by Bluebird Golf included a deed restriction certain protective covenants, easements and restrictions a copy of which is attached as Exhibit A. (“Restrictions”) as required by the Planning Board.

WHEREAS, Snyder, Brown, Oxford and Danko and Cummings and Korich are current owners of properties in the same subdivision in which the Premises are located and are subject to said Restrictions and attached hereto as Exhibit B is the property and ownership information of the parties herein;

WHEREAS, the Restriction number 11 restricts “any house construction on the designated conservation easement shown on the survey maps along Lake Road”;

WHEREAS, Chow and Hill have constructed a house and made other improvements on the Premises and a survey of the Premises with the improvements was made of the premises by _____ dated _____ (“Survey”);

WHEREAS, according to the Survey, the said improvements are located in the designated conservation easement along Lake Road (“Improvements”);

WHEREAS, the parties agree that said Improvements should remain on the Premises and desire that the Premises be released from the Restrictions Number 11;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this Agreement, the parties hereto agree as follows:

1. The Restrictions Number 11 set forth in the deed to the Premises stating "The designated conservation easement shown on the survey maps along Lake Road is restricted against any house construction. The area allows for agricultural purposes including fencing and run-in sheds not to exceed 10' in height and 800 sft in area" is hereby and forever released and terminated effective immediately upon the execution of this Agreement by all parties as they affect the Premises.

2. Future conveyances of the Premises shall not contain the aforementioned deed Restriction that is hereby released and terminated.

3. No further encroachment be permitted into the conservation easement area ("CEA") as shown on the said Survey.

4. No future structures can be placed within 40 feet of the side lot lines within 350 feet of the centerline of Lake Road (this additional area beyond the current CEA mitigation for the change of the view that was caused by the Improvements encroaching into the easement area).

5. Chow and Hill shall maintain the 20 arborvitae shrubs planted in the CEA as well as 10 flowering fruit trees.

6. This Agreement shall run with the land and shall be binding on all parties, their heirs or assigns and all persons claiming under them.

7. Chow and Hill agree to record this Instrument with the Tompkins County Clerk at their own expense.

IN WITNESS WHEREOF, the parties hereto have duly executed this Instrument.

Carl H. Snyder Date

Christine Snyder Date

Blue Bird Golf Inc.

By: Date

Rohn E. Brown Date

Eva Oxford Date

Charles Danko Date

Kevin J. Cummings Date

Jodi Korich Date

Carolyn Anna Chow Date

Lori Ann Hill Date

**Acknowledged and approved by
Town of Dryden**

By:_____