



Tompkins County Clerk Recording Page

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Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 19-226458

Party 1

VTT LLC

Party 2

TOWN OF DRYDEN

Fees

Recording Fee	\$20.00
Pages Fee	\$20.00
State Surcharge	\$20.00
Total Fees Paid:	\$60.00

Instrument #: 2019-02656

State of New York
County of Tompkins

Filed on March 20th, 2019 at 3:32:55 PM with a total
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Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

STORMWATER MAINTENANCE AND EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into the 1st day of March, 2019 by and between VTT, LLC, a New York Limited Liability Company, with offices located at 26 Quarry Road, Ithaca, NY 14850, and the Town of Dryden, a municipal corporation with offices at 93 East Main Street, Dryden, NY 13053, hereinafter referred to as the "Town."

WHEREAS, VTT, LLC is the owner of certain real property designated as Town of Dryden Tax Parcel Number 53.-1-3.4 and being Parcel I in a deed to VTT, LLC recorded in the Tompkins County Clerk's Office on October 25, 2016 as Instrument #2016-12771 (the "Corner Parcel"); and

WHEREAS, VTT, LLC is also the owner of the adjacent parcel of real property designated as Town of Dryden Tax Parcel Number 53.-1-3.7 and being Parcel II in the deed to VTT, LLC recorded in the Tompkins County Clerk's Office on October 25, 2016 as Instrument #2016-12771 (the "Adjacent Parcel"); and

WHEREAS, VTT, LLC proposes to develop the Corner Parcel so that it contains 15 single family house lots which would be owned by individual owners. All the rest of said the real estate parcel will be common areas (the "Common Areas"). The Common Areas are described in the attached Schedule A. The Common Areas will be owned by the Varna Tiny Timber Homeowners' Association, Inc., (hereinafter referred to as the "Homeowners' Association"); and

WHEREAS, the Town's Stormwater Management Officer concluded that the proposed project requires preparation of a Stormwater Pollution Prevention Plan addressing issues related to erosion, sedimentation, and runoff, pursuant to Local Law of the Town of Dryden for Stormwater Management and Erosion & Sediment Control (hereinafter "the Stormwater Law"), and approval of the Stormwater Pollution and Prevention Plan by the Stormwater Management Officer of the Town; and

WHEREAS, VTT, LLC has submitted for approval by the Town, a Stormwater Pollution Prevention Plan (hereinafter "the SWPPP"); and

WHEREAS, the SWPPP provides for controlling erosion and sedimentation during construction and treatment of runoff from the post-developed site as required by the Town; and

WHEREAS, the Stormwater Management Officer of the Town has approved the SWPPP; and

WHEREAS, the Town requires that on-site stormwater management practices require a bioretention area, a forebay, and a pond, along with connecting drainage facilities, all as shown in the SWPPP, to be constructed by VTT, LLC. The bioretention area shall be constructed in the Common Areas and the forebay and pond will be constructed in the Adjacent Parcel. All these facilities are to be adequately maintained by the owner of the parcel on which such facility exists, whether that be VTT, LLC, or the Homeowners' Association, and their its successors and assigns;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the Town and VTT, LLC agree as follows:

1. This agreement shall run with the land and shall bind the Town, VTT, LLC, the Homeowners' Association, their successors and assigns during their ownership of the Adjacent Parcel and/or the Common Areas,(hereinafter, 'the Landowner'), to the maintenance provisions depicted in the approved SWPPP.

2. The Landowner of the parcel on which a SWPPP-required facility exists shall be responsible for the construction, long-term inspection, maintenance and continued operation of the approved Stormwater Management Practices as it relates to those facilities as set forth in the SWPPP and this Agreement, a copy of which shall be kept on file at the Town Clerk's office.

3. The Landowner shall be responsible for performing maintenance and arranging inspections as set forth below.

4. The Landowner shall be responsible for following the maintenance required by the SWPPP. The Landowner shall be responsible for all expenses related to the maintenance of the stormwater control measures on its parcel.

5. Inspections of the stormwater management practices are required at least every five years in order to determine the condition and integrity of the system. A licensed/certified professional in the State of New York shall perform the inspections. The licensed/certified professional shall submit the annual inspection report to the Town within 30 days of an inspection.

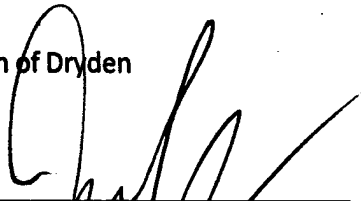
6. Failure to properly maintain the stormwater management practices may result in a violation of the New York State Environmental Conservation Law.

7. The Landowner hereby grants the Town an easement to enter the Adjacent Parcel and the Common Areas at reasonable times and in a reasonable manner for the purpose of inspecting the stormwater management practices, conditioned upon the Town's notification to the Landowner, in writing, and at least one week in advance of the inspection, of the date and scope of the Town's inspection. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater management practices.


8. The Landowner shall record this Agreement in the Tompkins County Clerk's office, and cross-reference it to the deed for the Common Areas and the Adjacent Parcel. The Landowner shall provide a copy of the recorded agreement, including a filing receipt as evidence of the actual recording(s) and cross-referencing to the Town prior to commencement of work on the SWPPP. The Landowner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater management practices except in accordance with written approval of the Town.

9. This agreement may not be altered except in writing, signed by all parties with the same formality as this Agreement.

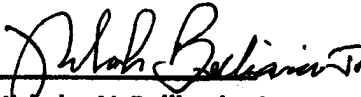
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date shown on the first page.

Town of Dryden

By: Jason Leifer, Supervisor

Date: 3/14/19

VTT, LLC

By: Ormsby Dolph

Date: 3/19/17

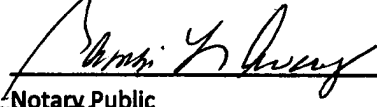
Its: Co-Manager

By: Nickolas V. Bellisario, Jr.

Date: 3/19/19

Its: Co-Manager


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

On the 14th day of March, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Leifer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.


BAMBI L. AVERY
Notary Public
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AV4634073
Qualified in Tompkins County
My Commission Expires June 30, 2022

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

On the 14th day of March, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared, Ormsby Dolph and Nickolas V. Bellisario, Jr. , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.


RICHARD P. RUSWICK
Notary Public, State of New York
No. 4861310
Qualified in Tompkins County
Commission Expires May 12, 2022
Notary Public