

TOWN OF DRYDEN
COUNTY OF TOMPKINS

In the Matter of:

1892 Slaterville Road, Ithaca, New York 14850
Tax Map No. 71.-1-37.4

Proceedings to Secure Unsafe Structure on Premises
Reputedly Owned by Jack Enslow and Akela Enslow

RIGHT OF ENTRY, RELEASE AND INDEMNITY AGREEMENT

I certify that I am the sole Property Owner(s)/Authorized Agent(s), of the property described above, pursuant to a Modified Judgment of Divorce on Consent between myself and Akela Enslow. I grant, freely and without coercion, the right of access and entry to said property to the Town of Dryden, and each of its officials, employees, volunteers, agencies, agents, contractors, and subcontractors, for the purpose of inspecting my compliance with the plan listed below at any time, and for securing and demolishing the building or structure on the above-described property, in the event that the Town of Dryden determines that I have not complied with the plan of demolition and remediation agreed to between me and the Town of Dryden, as presented in attachment "A" and more specifically set forth herein. I understand that in such event, the Town of Dryden will charge back to me the costs associated with such actions, and the same shall become a lien against the above-described property.

Remediation Plan – Violation Notice 2021-018

- The fire debris will be sorted for reusable, commonly recyclable material, and all other material. Upon completion of sorting, reusable material shall be neatly stored, and both commonly recyclable material and all other material shall be removed from the property, no later than the dates listed below.
 - 25% completion by January 8, 2023.
 - 50% completion date by September 1, 2023.
 - 100% completion date by June 1, 2024.
- Within five (5) business days of completion of the foregoing, I will notify the Town of Dryden Code Enforcement Office, who shall review the building or structure's remaining walls and foundation, and determine further remedial steps to remedy any remaining unsafe conditions, including, but not limited to, filling-in or securing remaining doors, openings, and pits, if the Town of Dryden has not already identified such steps.
- Such additional remedial steps, if any, shall be completed on or before July 1, 2024.

I have received notice of, and participated in, the public hearing held by the Town of Dryden pursuant to Chapter 118 of the Town Code. I do not contest any finding that the structure(s) on the above-referenced property are dangerous or unsafe, as defined by Section 118-15 of the Town Code.

I understand that this is not an obligation upon the Town of Dryden to secure and repair the structure. I hereby release the Town of Dryden, its officials, employees, volunteers, agencies, agents, contractors, and subcontractors from any and all liability in connection with this action, including any reasonably necessary steps it or they take to secure and/or demolish the building or structure on the above-described property. To the maximum extent permitted by law, I agree to

indemnify, defend, and hold harmless the Town of Dryden, its officials, employees, volunteers, agencies, agents, contractors, and subcontractors, from and against damages, claims, expenses and causes of action of any type whatsoever, related to the above-described property, or arising out of or from the its or their actions taken in connection herewith. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities.

I have carefully read this Agreement and I have had the opportunity to consult with an attorney.

I understand that this Agreement may not be modified or amended without written consent from the Town of Dryden.

Jack Enslow

Dated

Town of Dryden Agreement and Authorization of the Foregoing

Jason Leifer, Supervisor