

**PERMANENT TRAIL BRIDGE ABUTMENT EASEMENT**

**THIS INDENTURE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between CORNELL UNIVERSITY (“Grantor”), c/o Real Estate Department, Box DH, Ithaca, New York 14853 and the TOWN OF DRYDEN (“Grantee”), a municipal corporation of the State of New York, with offices at 93 East Main Street, Dryden, New York 13053 (each a “Party” and collectively the “Parties”).

Grantor is the owner of a certain parcel of land identified as tax parcel number 53.00-01-16, located in the Town of Dryden, County of Tompkins, State of New York.

WHEREAS, the Parties previously entered into a Trail Easement Agreement dated October 12, 2016, and recorded in the Tompkins County Clerk’s Office on January 30, 2017, as Instrument Number 2017-01005 (“the 2016 Easement”); and

WHEREAS, in the 2016 Easement Agreement, Grantor conveyed to Grantee an easement over lands owned by Grantee for the construction of a recreational trail for hiking, bicycling, and recreational opportunities for the general public, and Grantee constructed said trail (the “Trail”); and

WHEREAS, Grantee desires to construct an overpass across New York State Route 13 to connect the Trail to a trail being constructed by Grantee on the northern side of said highway, and Grantee requires and Grantor desires to provide an additional easement for bridge abutments (the “Trail Bridge Abutments”);

NOW WITNESSETH, that Grantor, in consideration of One and 00/100 Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by the Parties, does hereby grant, remise, relinquish and release unto Grantee, its successors and assigns forever, a permanent easement and right-of-way to excavate, install, construct, inspect, maintain, alter, improve, repair, remove, and replace the Trail Bridge Abutments, together with any and all necessary or desirable related appurtenances and devices, together with the rights of free ingress and egress in, over, across, upon, and under the below-described parcel of land, such parcel being the areas of the permanent easement and right-of-way herein granted, and including the right to trim and/or remove trees, shrubs and other obstructions except as otherwise expressly limited herein, upon said parcels of land situate in the Town of Ithaca, County of Tompkins and State of New York, all as more particularly bounded and described as follows (the “Premises”):

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dryden, County of Tompkins and State of New York, being part of tax parcel 53.00-01-16, and being part of the property conveyed to Cornell University, 529 Liber of Deeds at page 145, as described below:

EASEMENT AREA #1

Beginning at the intersection of the southerly line of NYS Route 13 with the southeasterly line of the former Lehigh Valley Railroad; thence, southwesterly, in

the southeasterly line of said former Lehigh valley railroad, a distance of approximately 142 feet; thence, north 51°13'56" east, a distance of approximately 151 feet to a point in the southerly line of NYS Route 13; thence, westerly, in the southerly line of said NYS Route 13, a distance of approximately 22 feet to the point of beginning.

Containing 1,428 sq.ft, (0.033± acres), intending to describe a triangular-shaped easement along the southerly side of NYS Route 13 and the southeasterly side of the former Lehigh Valley Railroad.

#### EASEMENT AREA #2

Beginning at the intersection of the southerly line of NYS Route13 with the northwesterly line of the former Lehigh Valley Railroad; thence, southwestly, in the northwesterly line of said former Lehigh Valley Railroad, a distance of approximately 191 feet; thence, north 35°58'29" east, a distance of approximately 183 feet to a point in the southerly line of aforesaid NYS Route 13; thence, easterly, in the southerly line of said NYS Route 13, a distance of approximately 26 feet to the point of beginning.

Containing 2,300 sq.ft, (0.053± acres), intending to describe a triangular-shaped easement along the southerly side of NYS Route 13 and the northwesterly side of the former Lehigh Valley Railroad.

The above described easements areas are more particularly shown on the map entitled "Graphic Showing Easements affecting property of Cornell University, Part of Military Lot 52, Town Of Dryden, Tompkins County, New York," composed of one sheet and made by Erdman Anthony, Rochester, NY, dated April 4, 2023, incorporated herein by reference, a copy of which map is intended to be filed concurrently herein and is attached hereto.

Reserving unto Grantor the right to cross, recross or otherwise use said easement and right of way and to grant future easements consistent with Grantor's covenants herein, provided that Grantor's actions do not interfere with, damage or otherwise affect the rights granted herein or with the functioning of the Trail Bridge Abutments or associated facilities.

All equipment, materials, and other property belonging to Grantee, its agents or contractors, stored on or located on the Premises, including the Trail Bridge Abutments, and related infrastructure, shall remain the property of and shall be under the control and supervision of Grantee.

**AND**, Grantor further covenants and agrees:

1. Grantor, for itself and all of its successors and assigns, covenants and agrees that no building or structures (except for those to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and approvals issued by Grantee that explicitly reference the aforesaid permanent easement) shall be constructed or placed within the aforesaid permanent easement which will in any way interfere with complete access by Grantee, its successors,

assigns, employees and agents to install, construct, inspect, maintain, alter, improve, repair, remove, and replace the Trail Bridge Abutments, or any related appurtenances and devices.

2. Grantor, for itself and all of its successors and assigns, covenants and agrees that, except for trees or other plants to be installed and maintained on or beneath the surface of the Premises in accordance with permits and approvals issued by Grantee that explicitly reference the aforesaid permanent easement, no trees or other plants will be planted or cultivated that may interfere with the said easement and right-of-way.

3. Grantor, for itself and all of its successors and assigns, covenants and agrees that, except to the extent necessary for the construction, use and maintenance of buildings and other improvements on the Premises in accordance with permits and approvals issued by Grantee that explicitly reference the aforesaid permanent easement, it will not permit or conduct any mining, excavation, construction or blasting within said easement and right-of-way.

4. Grantor, for itself and all of its successors and assigns, covenants and agrees that, except during the construction or maintenance of buildings, foundations and other improvements to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and approvals issued by the Grantee that explicitly reference the aforesaid permanent easement, it will not engage in any conduct, directly or indirectly, that blocks, obstructs, or interferes with the ingress and egress rights of Grantee, its successors, assigns, employees and agents.

5. Grantor, for itself and all of its successors and assigns, covenants and agrees that it will place the following provision in all conveyances of the property or portions thereof covered by this easement, or any rights therein:

“Subject to a permanent trail bridge abutment easement to convey rights to the Town of Dryden to install, construct, inspect, maintain, alter, improve, repair, remove, and replace the Trail Bridge Abutments, together with any and all necessary or desirable related appurtenances and devices, together with the rights of free ingress and egress in, over, across, upon and under the below-described permanent easement and right-of-way, and including the right to trim and/or remove trees, shrubs and other obstructions, all of which rights are (1) set forth in said permanent easement and right-of-way granted to the Town on [date] and recorded in the Tompkins County Clerk’s Office on [date] as Instrument No. \_\_\_\_\_, the terms, obligations and conditions of which are expressly incorporated herein, and (2) assignable by the said Town to any successor or assign, or to any improvement district(s) now existing or hereafter to be formed.”

**AND FURTHER**, Grantor and Grantee acknowledge that the easement and right-of-way hereby granted are fully assignable by Grantee to any successor or assign, or to any existing or future improvement district(s), without prejudice or recourse, provided, however, that any successor or assignee of Grantee 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.

**TO HAVE AND TO HOLD** said right-of-way and easement unto Grantee, its successors and assigns forever, it being the intent of Grantor to have this easement and all related rights-of-way herein

expressed run with the land forever, and be permanent and perpetual.

**AND** Grantee further covenants and agrees:

1. Original construction of the trail bridge abutments (the "Project") shall be done substantially in accordance with the Erdman Anthony No. 3950.71 contract drawings entitled "Contract Drawings for Dryden Rail Trail Phase 2", updated as of January 2023. Grantor shall have the right to approve any substantive changes reflected in final Project plans for work being performed on the Premises, which approval shall not be unreasonably withheld or delayed.

2. To the greatest extent reasonably possible, and subject to the necessary requirements of the Project, Grantee shall exercise the rights granted herein so as to minimize environmental or property damage and/or other disruption to Grantor's property. Grantee will provide Grantor with reasonable advance notice prior to commencing initial construction or subsequent maintenance or repair activities in the easement area. Grantee will not cut trees within the easement area existing as of the date of this instrument without Grantor's approval, which approval shall not be unreasonably withheld.

3. Grantee will at all times, when it enters the Premises for any purpose related to the permanent easement as granted by this instrument, leave the Premises in a neat and presentable condition, returning the Premises as nearly as practicable to its condition before such entry, including grading, reseeding, and repaving as applicable, as well as replacing any trees located outside the easement areas that are damaged, subject to any changes in the Premises permitted by the exercise of the rights granted by this easement.

4. Grantee shall not allow any claim, lien or other encumbrance arising from its use of the easement area to accrue against or attach to the easement premises or any other portion of Grantor's property, but if any lien or notice of lien is so filed, the responsible party shall promptly bond and discharge any lien or notice of lien that may be so filed. Grantor shall send to Grantee timely written notice of any lien so filed of which Grantor itself has notice, and Grantee shall send to Grantor timely written notice of any lien so filed of which Grantee itself has notice.

5. Grantee has evaluated title to the Premises without reliance on any representation or warranty of title from Grantor.

6. This easement shall be recorded by Grantee at its own expense in the real estate records of the Tompkins County Clerk.

7. Grantee, by accepting this easement, agrees that to the fullest extent permitted by law, it shall defend and indemnify Grantor, Grantor's trustees, officers, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), and hold them harmless from any claims, demands, actions, suits, liabilities, losses, injuries, costs, or judgments (collectively, "Claims") that arise out or result from (in whole or in part) the use or occupancy of said easement area by Grantee, its employees, contractors, agents, or invitees, including (without limitation) reasonable investigatory and legal costs. Notwithstanding the foregoing, to the extent the Indemnified Parties are negligent or act with willful misconduct, Grantee's duty to indemnify them shall not extend to

the proportion of loss attributable to the Indemnified Parties' negligence or willful misconduct.

This easement and right-of-way, and the covenants contained herein, shall inure to and be binding on the successors and assigns of the respective parties.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

**Cornell University**

**Town of Dryden**

By: \_\_\_\_\_  
Jeremy Thomas  
Senior Director  
Real Estate Department

By: \_\_\_\_\_  
Jason M. Leifer  
Town Supervisor

State of New York )  
County of Tompkins ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared Jeremy Thomas, 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

State of New York )  
County of Tompkins ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared Jason M. Leifer 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