

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “Agreement”) effective as of September 19, 2023 (the “Effective Date”), is made by and between Cornell University, c/o Real Estate Department, Box DH, Ithaca, New York 14853, hereinafter referred to as “Cornell” and the Town of Dryden, a municipal corporation of New York State, with principal offices at 93 East Main Street, Dryden, New York 13053, hereinafter referred to as “Licensee.”

WHEREAS, Cornell is the owner of certain real property identified as Tax Parcel No. 56.-5-31.1 in the Town of Dryden, in the County of Tompkins, State of New York, containing approximately 30.49 acres of land, as shown on the attached tax map marked as Exhibit A (hereinafter the “Property”); and

WHEREAS, Licensee desires to maintain an existing footbridge and create and maintain a public recreation trail for non-vehicular use by its residents and other members of the public to be offered for recreation, and in promoting fitness and education, including enhancing local and regional hiking and recreational opportunities, by providing a trail that connects the Dryden Rail Trail to property currently owned by the Varna Community Association and to certain residential property currently owned by Hillside Acres Mobile Home Park; and

WHEREAS, Cornell is willing to permit non-exclusive use of a portion of its Property, more particularly shown in red on Exhibit B (hereinafter the “Trail Area”) and as described below, for such uses, subject to the terms and conditions listed below.

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Authorized Activities. Cornell hereby grants Licensee permission to use and access the Trail Area for:
  - a. Construction and maintenance of a dirt foot path located as shown in Exhibit B. The Trail Area shall not exceed six (6) feet in width.
  - b. Non-vehicular ingress, egress, and access by the Licensee, its contractors, agents, and invitees over and across the Trail Area for passive recreational and commuting trail purposes, such as, but not limited to, walking, hiking, jogging, running, skiing, snowshoeing, bird watching, and nature study (the “Permitted Activities”).
  - c. No other use of the Property other than the Permitted Activities is authorized without the prior written consent of Cornell. Without limiting the foregoing, the following activities are expressly prohibited: storage of vehicles or equipment; storage or use of flammable chemicals, hazardous, or toxic substances; camping or overnight stays; horseback riding; electric assisted bicycles and other bicycles.

2. Term. The term of this License is for ten years, commencing on September 19, 2023 and terminating on September 19, 2033, unless otherwise extended in writing by the parties.
3. License Fee. There is no fee for this License.
4. Entry, Use, Reserved Rights: During the term of this Agreement, Licensee, its contractors, agents, and invitees, and the general public may generally access the Trail Area without limitation, unless otherwise noted within this Agreement.

Licensee is responsible for supervising Licensee's contractors, agents, and invitees on the Property.

Cornell may remove or exclude from the Property any persons who are (i) in locations other than the Trail Area, (ii) engaged in any activity other than the Permitted Activities, or (iii) interfering with the operation and maintenance of any Property or part thereof.

Cornell reserves the right to conduct any and all lawful activities on, over, or across the Trail Area at all times. Licensee may take no action that interferes with Cornell's use. Cornell will repair any damage to the Trail Area caused by its use.

5. Maintenance, Condition, Operation, and Public Fees.
  - a) Licensee may make the Trail Area available for use 24 hours per day, 7 days per week.
  - b) No person is permitted to charge a fee for access to the Trail Area.
  - c) Cornell has the right to suspend public use of all or part of the Trail Area from time to time in its sole discretion. Cornell will provide reasonable prior notice of any such Trail Area closure, except in cases of emergency.
  - d) No structures or improvements, whether permanent or temporary, shall be erected on any portion of the Property or Trail Area by Licensee without prior written permission from Cornell in each instance.
  - e) Licensee shall maintain the Trail Area in safe condition at all times at its own cost. Licensee's maintenance may include mechanical means (mowing, brush trimming, etc.) to keep the Trail Area free of undergrowth, but Licensee may not use pesticides or herbicides without the prior written permission of Cornell in each instance. Licensee is also authorized to fell dead trees within ten (10) feet of the Trail Area, using qualified personnel. Any felled trees shall be left on the Property. Licensee shall be responsible for maintaining the Trail Area free of refuse or other debris.
  - f) Licensee will install a trash collection receptacle at the Varna Community Association entrance to the Trail Area, approximately where shown as a green dot on Exhibit B. Licensee will maintain and service the trash collection receptacle at least weekly and coordinate trash cleanup along the Trail Area as needed.
  - g) Licensee will not permit any liens arising by reason of Licensee's or Licensee's contractors' actions in connection with this Agreement. If a lien related to Licensee's use of the Property hereunder is found to be attached to any of the Property, Licensee shall take appropriate action to cure any such lien within ten (10) days after receipt of

written notice thereof.

- h) Licensee shall, at its own expense, promptly repair any damage to the Trail Area or the Property caused by its representatives, agents or invitees.
  - i) Use of the Trail Area by Licensee and its invitees is at Licensee's sole risk and sole expense.
  - j) Consistent with the terms of this Agreement, Licensee will immediately correct any concerns regarding use of the Property or Trail Area brought to its attention by Cornell.
6. Compliance with Law and Cornell Policies. Licensee shall comply (and shall require Licensee's contractors, agents, and invitees to comply) with (1) all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, or policies in conducting the Permitted Activities; and (2) any applicable Cornell policies or health and safety guidelines relating to the use of the Trail Area.
7. Permits. Licensee shall obtain (or cause to be obtained) all permits, consents, approvals and/or licenses required for the performance of the Permitted Activities.
8. Assumption of Risk.
- a) Licensee accepts the Trail Area in "as is" condition, and hereby assumes any and all risks associated with the Permitted Activities to be conducted by Licensee, Licensee's contractors, and invitees on the Property. Cornell makes no representations or warranties regarding the suitability of the Property for Licensee's use and shall not be required to perform any work on the Property or alter its operation thereof to facilitate Licensee's use.
  - b) Cornell maintains no security measures on the Property and shall not be responsible for any trespass, theft, vandalism, criminal activity, loss, or damage that may occur at the Property.
  - c) Licensee acknowledges that the Property is included in Cornell's Deer Management Program and that archery hunting occurs on the Property and adjoining lands of Cornell as permitted by applicable law. Cornell will provide hunting signage at the trailhead locations annually. Cornell further reserves the right to temporarily restrict access to the Trail Area during hunting season, upon 48 hours' notice to Licensee.
9. Indemnification and Limitation of Liability. Licensee shall indemnify Cornell, its trustees, officers, employees, contractors and agents (collectively, "Indemnitees") against and will hold them harmless from any claim, demand, action, suit, liability, injury (including death), loss,

damage, or judgment (collectively, "Claims") that may arise or result in whole or in part from the use or occupancy of the Property by Licensee, its contractors, agents or invitees, including (without limitation) reasonable investigatory and legal costs and third party claims, except to the extent that any such Claims directly arise from the sole and direct negligence of the Indemnitees. Notwithstanding anything to the contrary set forth in this Agreement, neither party shall be liable to the other party for any special, indirect or consequential losses or damages, for lost revenues or lost profits, or for any other special, incidental, punitive, exemplary or similar damages, in each case arising out of, relating to or resulting from (a) an actual or alleged default or breach of this Agreement, or (b) the Permitted Activities, in each case even if the other party has been advised of the possibility of such damages, and each party hereby expressly releases each other party therefrom. This Section 9 shall survive any termination of this Agreement for so long as any potential liabilities or causes of action related to Licensee's activities or those of Licensee's contractors, agents or invitees are legally cognizable in any court of law.

10. Termination. Licensee or Cornell may terminate this Agreement for convenience upon thirty (30) days prior written notification to the other. In addition, Cornell may immediately terminate this Agreement if Licensee, Licensee's contractors, or invitees breach any provision hereunder and fail to cure such breach within ten (10) days written notice thereof.
11. End of Term. Upon the expiration or sooner termination of this Agreement, for any reason, Licensee will (1) immediately remove from the Property and cease to occupy and use the same, and (2) promptly restore the Property to the condition in which the same was found at the commencement of this Agreement. If Licensee fails to remove all materials, refuse and debris or otherwise to restore the Property, Cornell reserves the right to perform such work at Licensee's expense.
12. Notice. Except as expressly provided herein, notice, request or other communication given or made hereunder ("Notice") shall be in writing and sent by any of the parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service or (iv) by e-mail, with prompt confirmation by one of the previous authorized means of notice. Any such Notice shall be addressed to the other party at the addresses or email addresses set forth below, or to such other address or addresses or email address for each party as each party shall hereafter designate by Notice given to the other parties pursuant to this Section:

(a) To Licensee:

Jason Leifer, Town Board, Supervisor  
93 East Main Street  
Dryden, NY 13053  
supervisor@dryden.ny.us

With a copy to:

(b) To Cornell:

Jeremy Thomas, Senior Director  
Cornell Real Estate Department  
Box DH-Real Estate  
Ithaca, NY 14853  
Jt675@cornell.edu

(c) With a Copy to:

Stephanie Sechler, Senior Associate General Counsel  
Cornell University  
300 CCC Building  
235 Garden Avenue  
Ithaca NY 14853  
sas50@cornell.edu

### 13. Miscellaneous.

For the purposes of any of the provisions of this Agreement, neither Cornell nor Licensee shall be considered in breach of or in default of its obligations hereunder in the event of any delay in the performance of such obligations due to causes beyond the control of, and without the fault or negligence of, such party, including without limitation acts of God, acts of the public enemy, acts of war or terrorism, acts of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe or inclement weather, shortages in labor, supplies or materials, or delays due to such causes; it being the purpose and intent of this Section that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the party suffering such delay hereunder shall be extended for the period of the delay.

This agreement shall be interpreted according to the laws of the State of New York, without regard to conflicts of laws principles.

This agreement may not be transferred or assigned, and Licensee agrees not to attempt to give or confer any rights to others in the Property, except to Licensee's contractors and invitees as contemplated herein.

Licensee acknowledges that its use of the Property is subject to the terms of this Agreement and such use shall not be the basis for any possessory claim to the Property, whether of adverse possession, lease, or otherwise. This Agreement creates only a licensor-licensee relationship between the parties, and no other legal relationship.

Each party represents and warrants that it has full power and authority to enter into this Agreement and to be bound by its terms, and that its signatory is authorized to sign on its behalf.

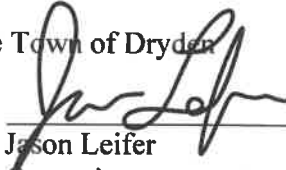
This Agreement may be executed in counterpart signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single, fully executed Agreement. Signatures of the parties delivered by e-mail or other electronic or digital means shall be deemed to constitute original signatures, and digital copies of this Agreement shall be deemed to constitute duplicate originals.

A delay or failure by Cornell to exercise any rights under this Agreement will not constitute a waiver of that or any other future right.

This Agreement represents the entire agreement of the parties with respect to its subject matter and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement effective as of the day and year first set forth above.

For the Town of Dryden

By:  9/8/2023  
Name: Jason Leifer  
Title: Supervisor

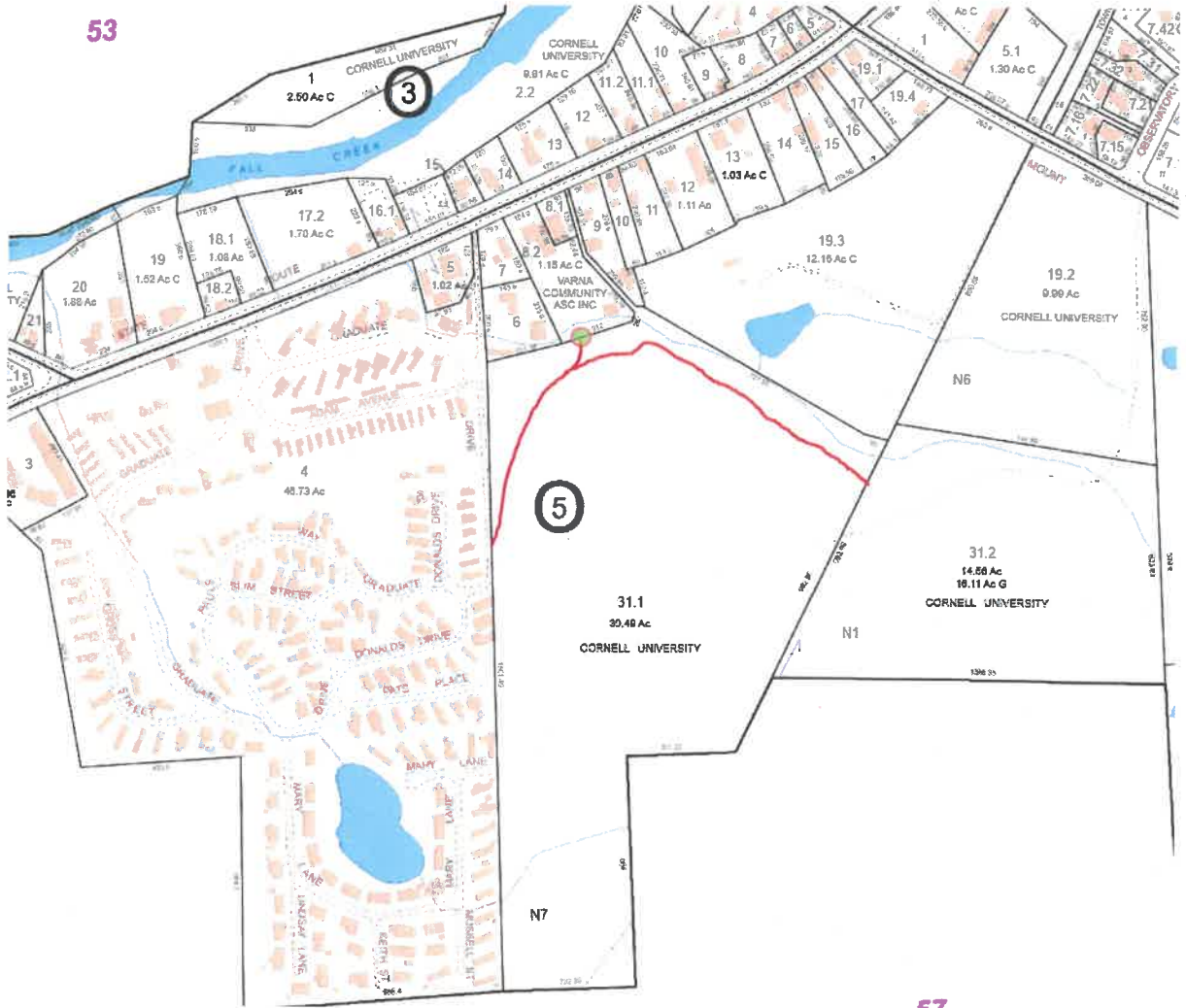
For Cornell University

By:   
Name: Jeremy Thomas  
Title: Senior Director of Real Estate



EXHIBIT B

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