



Tompkins County Clerk Recording Page

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HARRIS BEACH LLP
119 EAST SENECA ST
ITHACA, NY 14850

Maureen Reynolds, County Clerk

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

Document Type: **EASEMENT**

Receipt Number: 17-178561

Grantor (Party 1)
REED, WILLIAM L

Grantee (Party 2)
M&R ENTITIES LLC

Fees	
Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$45.00
State Surcharge	\$20.00
State Transfer Tax	\$40.00
County Transfer Tax	\$20.00
Total Fees Paid:	\$150.00

Transfer Amt: \$10,000.00

Instrument #: 2017-11722
Transfer Tax #: 000492

Property located in **Dryden**

State of New York
County of Tompkins

Recorded on October 13th, 2017 at 3:32:26 PM
with a total page count of **9**.

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

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "*Easement Agreement*") dated October 13, 2017 by and between:

WILLIAM L. REED, maintaining an address at 111 North Quarry Street, Ithaca, New York 14850 ("*Grantor*")

M&R ENTITIES, LLC a New York limited liability company, having an address of 26 Ladoga Park, Lansing, New York 14882 ("*Grantee*").

RECITALS:

Grantor is the owner in fee of certain real property known and designated as 1065 Dryden Road, in the Town of Dryden, Tompkins County, New York [Tax Map parcel no. 55.-1-15.2] by deed dated July 25, 2001 and recorded in the Tompkins County Clerk's Office on July 27, 2001, in Liber 882 of Deeds, at page 20 [instrument number 096498-001] (the "*Reed Property*").

Grantee is the owner in fee of certain real property known and designated as 1061 Dryden Road, in the Town of Dryden, Tompkins County, New York [Tax Map parcel no. 55.-1-16] by deed dated October 6, 2015 and recorded in the Tompkins County Clerk's Office October 6, 2015, as instrument number 2015-12390 (the "*M&R Property*").

Grantee seeks certain municipal approvals including but not limited to, site plan approval from the Town of Dryden for the construction of residential apartments on the M & R Property as reflected and set forth on that certain map made and prepared by HOLT Architects entitled "1061 Dryden Road – Evergreen Townhouses, Town of Dryden, New York – Alternate Driveway Plan dated August 16, 2016 (the "*Site Plan*")", a copy of which is annexed hereto as Exhibit A and made a part hereof.

Grantee proposes to install a two lane, paved permanent driveway (the "*Driveway*"), for the benefit of Grantee, its lessees, invitees and occupants, leading from the M & R Property to Dryden Road over and across the Reed Property in the area as described on Exhibit B, annexed hereto and made a part hereof (the "*Driveway Easement Area*"), and Reed has consented to such installation and agreed to grant a permanent easement on the terms hereinafter set forth

NOW, THEREFORE, in consideration of Ten Thousand (\$10,000) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby incorporate by reference the foregoing Recitals and covenant and agree as follows:

1. **Grant of Easement.**

Grantor hereby grants, conveys and releases unto the Grantee, and its successors and assigns forever, a perpetual right-of-way and permanent easement, to construct, reconstruct, maintain,

Easement Area for ingress and egress by pedestrians and motor vehicles to and from Dryden Road (the "*Driveway Easement*").

2. Rights Reserved/ Limitations on Use.

2.1 Rights Reserved. The Driveway Easement, and the rights granted hereunder, are exclusive to the parties hereto and their successors and assigns. Grantor, for its benefit and the benefit all legal holders of rights of access over and across the Driveway Easement area, reserves the non-exclusive right of ingress and egress over and across the Driveway by pedestrians and motor vehicles to and from Dryden Road.

2.2 Limitations on Use. The parties hereto each agree not to interfere with or interrupt the use or enjoyment of any of the easement rights as granted herein. The parties hereto shall comply with all applicable federal, state and local laws and regulations in exercising the rights granted hereunder. No vehicles or other objects shall be parked or stored within the Easement Area at any time.

2.3 No Expansion or Relocation. The non-exclusive rights reserved by Grantor shall be limited to the Reed Property and may not be expanded or extended to or for the benefit of any other property. The Driveway may not be moved or relocated by Grantor.

2.4 Utility Easements. Any utility easements within the Driveway Easement Area that may be required in connection with Grantee's proposed construction shall require the approval of Grantor and Grantee.

3. Construction and Maintenance of the Driveway.

3.1 Construction. All costs of construction, maintenance, re-construction and repairs of the Driveway shall be the sole responsibility of Grantee, excepting any such costs attributable to the negligence or intentional acts of Grantor. Prior to construction, Grantee shall obtain all required governmental permits for such construction. All construction shall be performed in substantial conformity with the Site Plan, as the same may be amended or modified. Any material amendments and modifications affecting the Driveway Easement shall be subject to Grantor's approval, provided however that such approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall ensure that ingress and egress to Dryden Road shall remain free and unobstructed during the construction process. Upon completion of the Driveway and grading of the adjacent area, Grantee shall restore the disturbed land within the Driveway Easement as near as practicable to its pre-existing condition

3.2 Culvert. Any replacement of the existing culvert within the Driveway Easement Area shall be installed at Grantee's sole expense and in compliance with applicable New York State Department of Transportation requirements.

3.3 Maintenance. Grantee shall at all times keep and maintain the Driveway in good and serviceable condition, including the removal of snow and ice in accordance with reasonable commercial practice.

3.4 No Obligation. Notwithstanding any other term, covenant or condition herein, Grantee shall have no obligation to construct the Driveway.

4. Indemnity.

The parties shall defend, indemnify and hold one another, their successors and assigns, harmless from and against any and all suits, actions, losses, liabilities, claims, demands, damages, costs and expenses (including but not limited to reasonable attorneys' fees), arising from injury to person or property as a result of or in connection with the parties' exercise of their respective rights in the Driveway Easement Area.

5. Insurance.

For so long as the easement granted herein shall be in effect, the Grantee shall, maintain or caused to be maintained a combined single limit liability insurance policy with at least One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per accident for personal injury, including death, and/or property damage, arising out of or related to Grantee's use or operations with respect to the Driveway Easement Area, naming the Grantor as an additional insured.

6. Binding Effect.

This Driveway Easement shall (i) benefit and be appurtenant to the M & R Property, (ii) benefit and burden the Reed Property, and (iii) run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

7. Remedies.

In the event of any default by any party hereunder, the other party shall have the right to exercise any rights and remedies provided at law or in equity, including injunctive relief.

8. No Agency.

No party is or shall be construed as the agent of any other party hereunder in contracting for any improvements within or upon the Driveway Easement Area.

9. Effect of Waiver or Consent.

No waiver or consent, express or implied, by any party to or of any breach by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

10. Further Assurances.

Each party agrees to execute and deliver to the other such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Easement Agreement.

11. Legal Construction.

11.1 Severability. If one or more of the provisions of this Easement Agreement are invalid, illegal or unenforceable in any respect, to the extent the invalidity or unenforceability does not destroy the basis of the bargain among the parties, it will not affect any other provision and this Easement Agreement and will be construed as if such invalid, illegal or unenforceable provision were omitted.

11.2 Gender; Captions; Construction. All references in this Easement Agreement to the masculine, feminine or neuter genders shall, where appropriate, be deemed to be singular, and vice versa. The captions, headings, and arrangements used in this Easement Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof. This Easement Agreement is not to be construed more or less favorably between the parties by reason of authorship or origin of language.

11.3 Counterparts. This Easement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.4 Authority. Each party represents and warrants to the other that this Easement Agreement has been duly authorized and approved and the person signing below on behalf of each party has been duly authorized to execute this Easement Agreement on behalf of such party

11.5 Modification. This contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement Agreement shall be of no force and effect. Any subsequent amendment, modification or waiver of any terms or conditions herein must be in writing and agreed to by all parties.

11.5 Legal Fees. In the event of any action or proceeding arising by reason of a breach of this Easement Agreement or a default hereunder, the prevailing party shall be entitled to recover from the defaulting party its reasonable attorney's fees and costs, disbursements and expenses.

11.6 Choice of Law; Venue. This Easement Agreement shall be interpreted, construed and enforced in accordance with and governed by the internal laws of the State of New York without reference to the principles of conflicts of laws. Each party hereby irrevocably consents to the exclusive jurisdiction of the courts of the County of Tompkins and State of New York and of the federal courts located in the Northern District of New York for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Easement Agreement.

12. Notices.

For purposes of giving any notices to the parties, the addresses of each party are shown in the heading of this Easement Agreement. Any notices required or permitted to be given under this Easement Agreement by any party to another may be effected by personal delivery, or by certified mail, postage prepaid with return receipt requested, or by nationally recognized overnight courier, and shall be deemed received when (i) delivered when personally delivered, (ii) three (3) days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, or (iii) the next business day after being deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed; provided that notices given pursuant to statute shall be given as required by statute and shall be deemed given as provided by statute. A party may change its address for purposes of giving notices hereunder by giving notice under this paragraph 12; provided that any such notice of a change of address of any party shall not be effective until actually received.

13. Termination.

This Driveway Easement may be terminated only upon the recordation in the Tompkins County Clerk's Office of a written instrument, duly signed and acknowledged by Grantee. Grantee agrees to provide notice to Grantor of such termination. This Driveway Easement may not be terminated in any manner other than as set forth in the preceding sentence. Upon such termination, Grantee shall have no further obligations hereunder. Without limiting the foregoing, Grantee's obligations under paragraphs 4 [Indemnity] and 5 [Insurance] shall cease and be of no further force and effect upon such termination, excepting however that Grantee's indemnification obligations with respect to claims that arose prior to such termination shall survive termination.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as the day and year first written above.

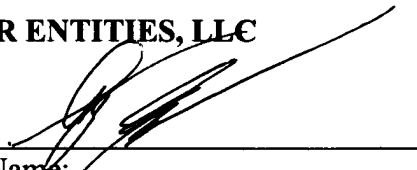
GRANTOR:



WILLIAM L. REED

GRANTEE:

M&R ENTITIES, LLC

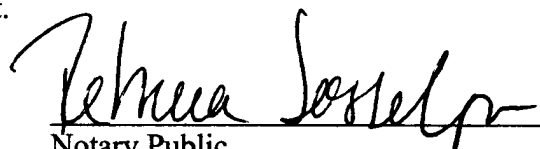
By: 

Name:
Title:

STATE OF NEW YORK

COUNTY OF Tompkins ss.:

On the 10 day of October, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared WILLIAM L. REED, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.




Notary Public

Rebecca Josselyn
Notary Public, State of New York
No. 01JO5046462
Qualified in Tompkins County
Commission Expires July 17, 2019

STATE OF NEW YORK

COUNTY OF TOMPKINS ss.:

On the 13th day of October, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared GARY SLOAN, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.



Notary Public

MARK B WHEELER
Notary Public, State of New York
NO. 02WH4748671
Qualified in Tompkins County
Commission Expires March 30, 2019

EXHIBIT A

Alternate Driveway Plan

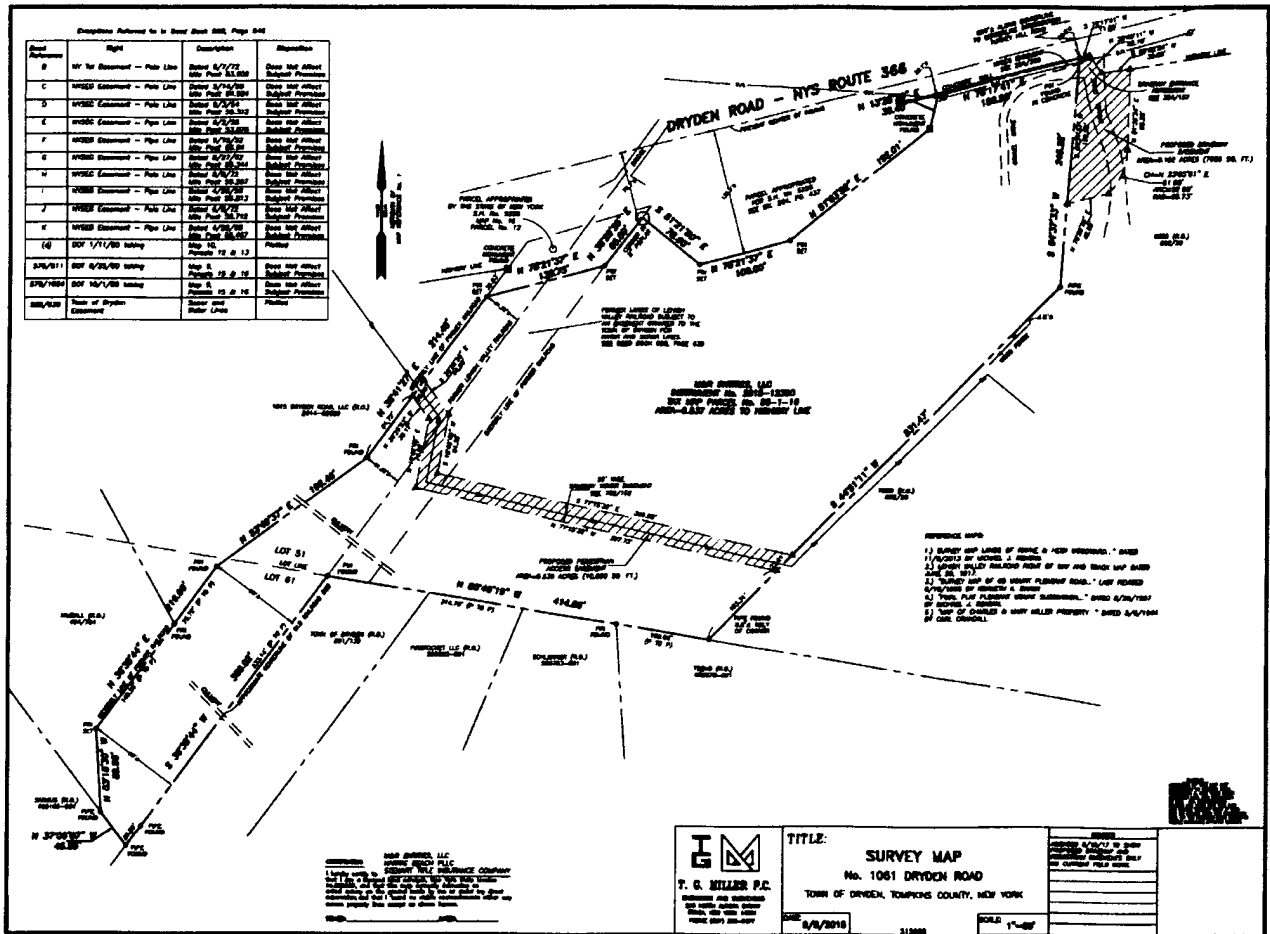


EXHIBIT B**Driveway Easement Area – Legal Description**

All that tract or parcel of land situate in the Town of Dryden, Tompkins County, New York, being more particularly bounded and described as follows:

COMMENCING at a point marked by an iron pin at the intersection of the south highway line of Dryden Road – NYS Route 366 with the easterly line of premises conveyed to M&R Entities, LLC by deed dated October 6, 2015 and recorded in the Tompkins County Clerk's Office October 6, 2015, as instrument number 2015-12390;

THENCE S 04° 37' 33" W, along the easterly line of said M&R Entities, LLC premises, a distance of 156.62 feet to a computed point;

THENCE the following three (3) courses and distances through premises conveyed to William L. Reed by deed dated July 25, 2001 and recorded in the Tompkins County Clerk's Office on July 27, 2000, in Liber 882 of Deeds, at page 20 [instrument number 096498-001];

- (1) N 75° 28' 36" E, a distance of 45.68 feet to a computed point;
- (2) on a curve to the left an arc distance of 52.90, said curve having a radius of 68.73 and a chord bearing and distance of N 23° 05' 01" E, 51.60 feet to a computed point; and
- (3) N 01° 36' 34" E, a distance of 86.28 feet to a computed point in the south highway line of Dryden Road – NYS Route 366;

THENCE continuing along said highway line, S 82° 02' 24" W, a distance of 30.98 feet to a computed point;

THENCE continuing along said highway line, N 35° 49' 11" W, a distance of 22.10 feet to a computed point;

THENCE continuing along said highway line, S 75° 17' 41" W, a distance of 11.00 feet to the POINT AND PLACE OF BEGINNING.

The foregoing premises are shown and designated as "Proposed Driveway Easement" on a survey entitled "Survey Map No. 1061 Dryden Road, Town of Dryden, Tompkins County, New York" made by T. G. Miller P.C., engineers and surveyors, dated September 8, 2015, and amended June 15, 2017, a copy of which is intended to be filed in the Tompkins County Clerk's Office concurrently herewith.