

PERMANENT WATER LINES EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE is made this ____ day of _____ 2024, by and between the Town of Dryden, a municipal corporation under the laws of the State of New York having offices at 93 East Main Street, Dryden, NY 13053, acting for itself and on behalf of the Consolidated Water District SW8, and such additional water districts as may currently exist or will be formed within the Town of Dryden (collectively, the “**Grantee**”), and Jim Ray Mobile Homes, Inc., a corporation under the laws of the State of New York and having offices at 9 Newfield Depot Rd., Newfield NY 14867 (the “**Grantor**”).

Grantor is the owner of a certain parcel of land identified as Tax Parcel number 56.-5-4, located at 901 Dryden Road in the Town of Dryden, Tompkins County, New York (the “**Premises**”).

NOW WITNESSETH, that Grantor, in consideration of One Dollar and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, grants to Grantee permanent easements and rights of way to clear, trench, lay, construct, maintain, operate, repair and at its pleasure, remove, water lines, mains, force mains, and other ancillary infrastructure for the use, operation and maintenance of potable water systems in, on and beneath the below-described parcels of land, together with the rights of free ingress and egress in, over, across, upon, and under the below-described parcel of land, and including the right to trim and/or remove trees, shrubs and other obstructions as necessary to exercise the foregoing rights except as otherwise expressly limited herein, upon that portion of the Premises as more particularly bounded and described as follows:

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 numbers 56.-5-4, all as more particularly bounded and described on the maps entitled “Town of Dryden Varna Water and Sewer Easements, Dryden Road, Schedule A, Permanent Easement Map, Sheets 1, 2 and 3” dated December 13 2022, prepared by T.G. Miller P.C., Engineers and Surveyors (the “**Survey**”), incorporated herein by reference, a copy of which maps are intended to be filed in the Tompkins County Clerk’s office concurrently herewith, provided however that the Easement Area shall be twenty feet wide and centered on the as-constructed mains unless a larger width is shown on the attached survey maps, in which case such larger width shall govern, and provided further that the boundary line nearest to Route 366 for each portion of the Easement Area shall be the state highway boundary, and each portion of the Easement Area shall not extend farther from the highway boundary than the listed location of the easement, regardless of where the water or sanitary sewer mains are actually constructed.

Together with a temporary construction easement over portions of Tax Parcel number 56.-5-4, as shown on and identified on the Survey as a “Temporary Construction Easement for Boring Advancement Pit”, which temporary easement shall terminate upon Grantee’s notification to Grantor of successful revegetation of the temporary construction easement area.

RESERVING unto Grantor all rights accruing from Grantor's ownership of fee title to the Premises, except to any extent that exercise of such rights and Grantor's use of such property conflict with the terms of this easement. Without limiting the foregoing, Grantor expressly reserves:

(1) the right to maintain existing improvements located within the Easement Area as of the date of this agreement, including a building to the east of the location of the point of access to Dryden Road from Grantor's Premises and a sign to the west of the location of the point of access to Dryden Road from Grantor's Premises, which building and sign are shown on Sheet 2 (20F3) of the Survey; the right to use and install new improvements (except buildings with foundations) on, in and under the surface and subsurface of the Easement Area, to cross and re-cross the Easement Area, and to grant future easements in the Easement Area, provided that any construction of new improvements within, or any other use of, the Easement Area by Grantor shall not interfere with, obstruct, or affect any rights of the Town under or with respect to this Easement, cause injury or damage to the Town's infrastructure, or otherwise affect such infrastructure's physical integrity or function; and

(2) the right to relocate said easement and right of way and the facilities located thereon, in whole or in part, at Grantor's sole expense, in accordance with plans and specifications approved by Grantee. In considering approval, Grantee may consider the effects of the proposed changes on the water and sanitary sewer system's operation and costs.

AND FURTHER, all equipment, materials, infrastructure, and other property belonging to Grantee, its agents or contractors, stored or located on the Premises, including the water mains, laterals, lines and pipes, and other and related appurtenances and devices, shall remain the property of and shall be under the control and supervision of Grantee, and which Grantee shall repair and maintain at its own cost and expense.

GRANTOR COVENANTS AND AGREES:

1. No new building or structures (except for roads, buildings and other structures to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and/or approvals issued by Grantee that explicitly reference the aforesaid permanent easement) shall be constructed or placed within the aforesaid permanent easement and right-of-way which will in any way interfere with complete access by Grantee, its successors, assigns, employees and agents to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any water mains, laterals, lines and pipes, and other and related appurtenances and devices.

2. Except for trees or other plants presently installed or to be installed and maintained on or beneath the surface of the Premises in accordance with permits and/or 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. Except to the extent necessary for the construction, use and maintenance of buildings and other improvements on the Premises in accordance with permits and/or 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. 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/or 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. 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 water easement and right-of way to convey rights to the Town of Dryden to clear, trench, lay, construct, maintain, operate, repair and at its pleasure, remove, water lines, mains, force mains, and other ancillary infrastructure for the use, operation and maintenance of potable water systems in, on and beneath the below-described parcels of land, together with the rights of free ingress and egress in, over, across, upon, and under the below-described parcel of land, 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.”

GRANTEE COVENANTS AND AGREES:

1. Grantee shall give Grantor advance reasonable notice of the intended times when work is to be performed within the Easement Area and shall coordinate with Grantor in the performance of such work. In the event work is required on an emergency basis, the Town will provide notice as soon as reasonably practicable after commencement of such emergency work.

2. Grantee will at all times, at Grantee’s expense, when it enters the Premises for any purpose related to the permanent easement 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 with the same or similar species of tree, of a size not less than one and a half inch caliber measured at diameter breast height, and also replacing any fencing removed or damaged, and restoring any damage to allowed buildings and signs, subject to any changes in the Premises permitted by the exercise of the rights granted by this easement.

3. Grantee shall be responsible for maintaining asphalt cut repairs for a period of one year after repavement to account for potential future settlement.

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 it shall 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 of or result from (in whole or in part) the use of the Premises or the exercise of Grantee's rights hereunder 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.

AND THE PARTIES FURTHER AGREE:

1. Grantee and its successors and assigns are hereby expressly granted the right to assign this easement, or any part thereof, or interest therein, without any prior consent and without prejudice or recourse.

2. The easements and related rights-of-way (except for those areas marked on the Survey as construction or temporary easements) shall at all times be deemed to be and shall run with the land, be permanent and perpetual, and inure to and be binding upon the successors, heirs, legal representatives and assigns of the parties named in this easement.

3. The parties acknowledge the existence of 8" water and sanitary sewer mains within or adjacent to the Easement Area. These mains are the property of Grantee, and are marked on the survey as being abandoned in place. Grantee shall have the same maintenance obligations regarding such mains as if they were subject to this easement, and shall be responsible for any required environmental remediation associated with any water main, sewer main, or other ancillary infrastructure marked on the Survey as being abandoned in place on the Premises, unless and until such main or infrastructure is removed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the day and year following each signature.

JIM RAY MOBILE HOMES, INC.

TOWN OF DRYDEN

By: [Signature]
James W. Ray, Jr.

By: _____
Jason Leifer, Town Supervisor

Date: 02/13/2024

Date: _____

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

On the 13 day of Feb in the year 2024 before me, the undersigned, personally appeared James. W. Ray, Jr., 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.

Karen Miller Kenerson
Notary Public

KAREN MILLER KENERSON
NOTARY PUBLIC - STATE OF NEW YORK
EQ. 0111037665
QUALIFIED IN TOMPKINS COUNTY
COMMISSION EXPIRES JUNE 2, 2024

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

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared Jason 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



T.G. MILLER, P.C.
 ENGINEERS AND SURVEYORS
 603 WEST STATE STREET, SUITE A
 ITHACA, NEW YORK 14850
 WWW.TGMILLERPC.COM
 607-272-9477

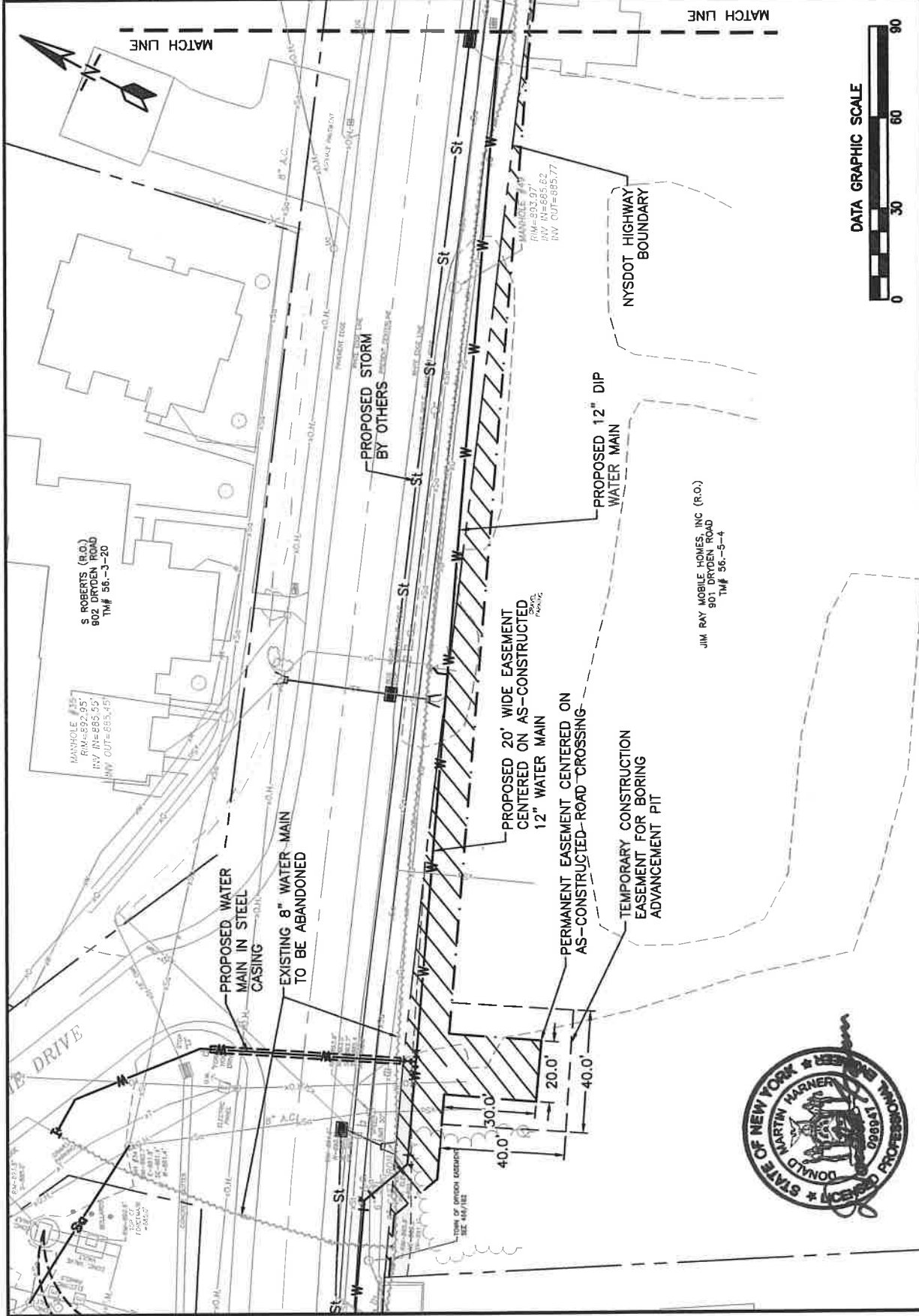
TOWN OF DRYDEN
VARNA WATER AND SEWER EASEMENTS
 DRYDEN ROAD

TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK

SHEET TITLE

**SCHEDULE A
 PERMANENT
 EASEMENT MAP**

DATE:	12/13/2022	JOB No.	E20-02
SCALE:	AS SHOWN	DRAWN BY:	PJK
CHECKED:	DMH	SHEET	10F3



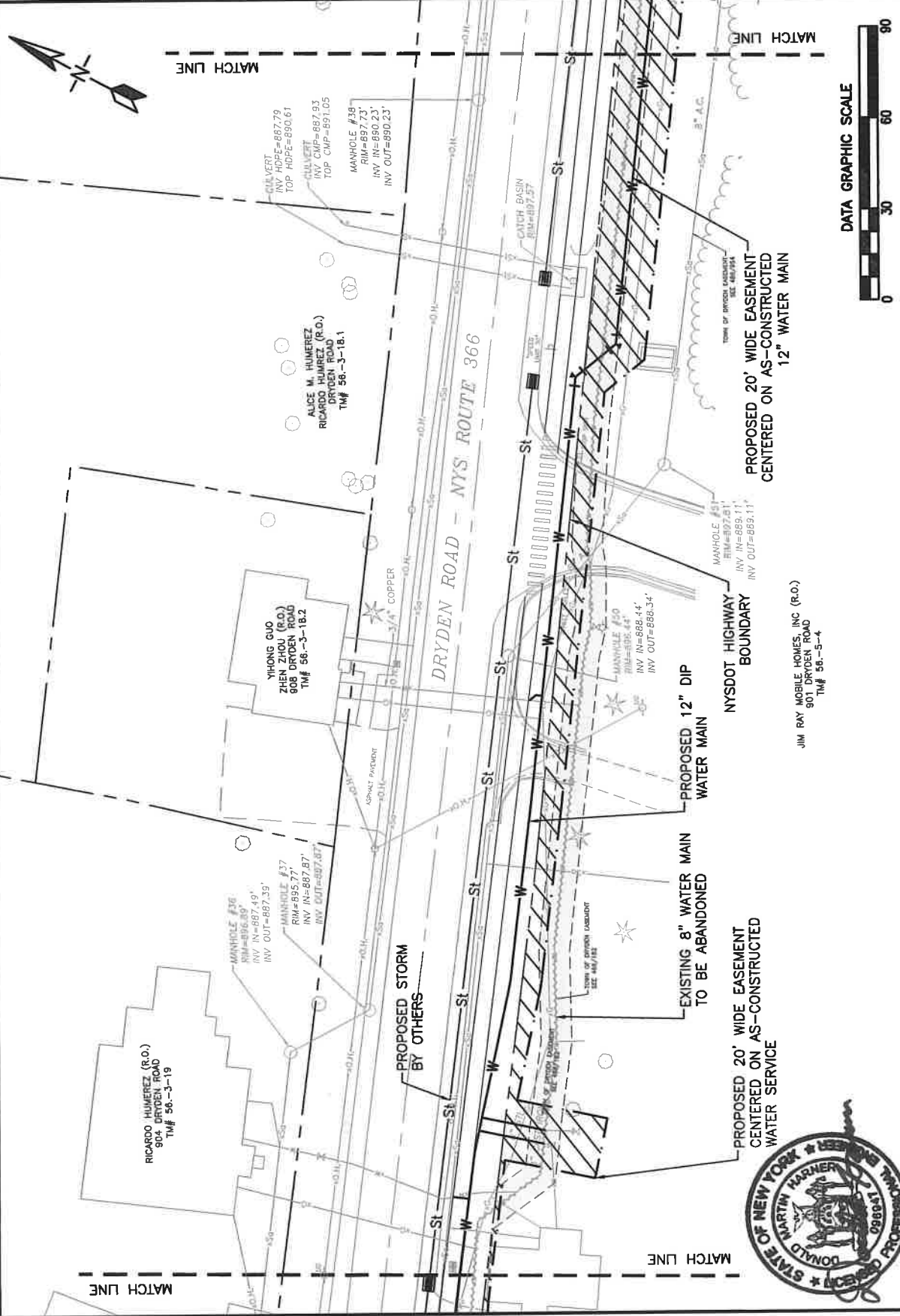


T.G. MILLER, P.C.
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 605 WEST STATE STREET, SUITE A
 ITHACA, NEW YORK 14850
 PH: 607-272-5477
 FAX: 607-272-5477

TOWN OF DRYDEN
 VARNA WATER AND SEWER EASEMENTS
 DRYDEN ROAD
 TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK

SHEET TITLE
 SCHEDULE A
 PERMANENT
 EASEMENT MAP

DATE:	12/13/2022
JOB No.	E20-02
SCALE:	AS SHOWN
DRAWN BY:	PJK
CHECKED BY:	DMH
SHEET	20F3



PROPOSED 20' WIDE EASEMENT
 CENTERED ON AS-CONSTRUCTED
 12" WATER MAIN

PROPOSED 12" DIP
 WATER MAIN

EXISTING 8" WATER MAIN
 TO BE ABANDONED

PROPOSED 20' WIDE EASEMENT
 CENTERED ON AS-CONSTRUCTED
 WATER SERVICE

JIM RAY MOBILE HOMES, INC (R.O.)
 901 DRYDEN ROAD
 TM# 96-3-4



MATCH LINE

MATCH LINE



T.G. MILLER, P.C.
ENGINEERS AND SURVEYORS
603 WEST STATE STREET, SUITE A
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807-272-8477

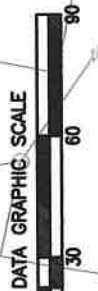
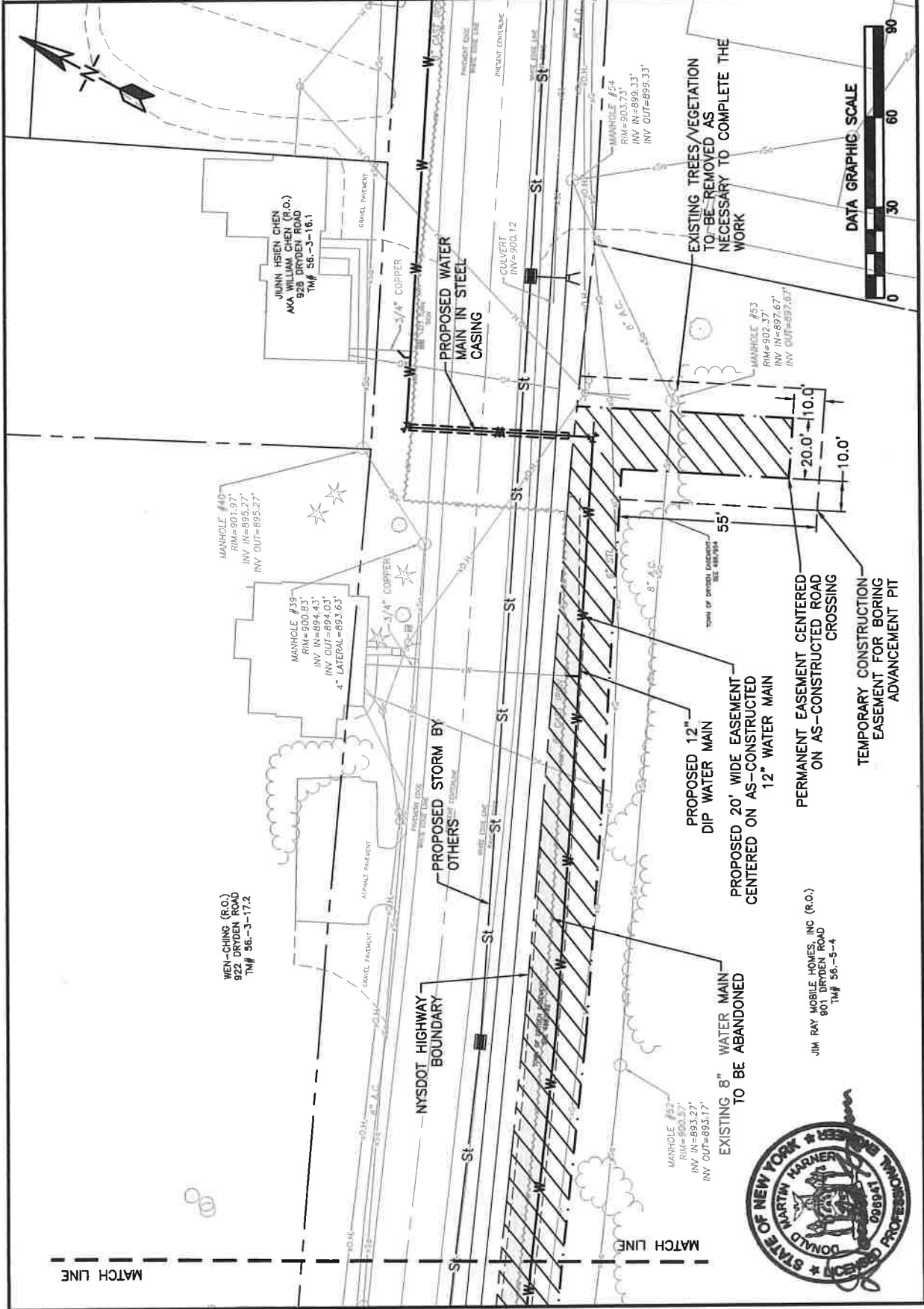
TOWN OF DRYDEN
VARNA WATER AND SEWER EASEMENTS
DRYDEN ROAD
TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK

SHEET TITLE

SCHEDULE A
PERMANENT
EASEMENT MAP

DATE: 12/13/2022
JOB No. E20-02

SCALE: AS SHOWN
DRAWN BY: PJK
CHECKED BY: DMH
SHEET 3 OF 3



JIM RAY MOBILE HOMES, INC (R.O.)
801 DRYDEN ROAD
TM# 58-5-4

WEN-CHING (R.O.)
922 DRYDEN ROAD
TM# 58-3-17.2

JUNNI HSEIN CHEN
AMA WILLIAMSON (R.O.)
923 DRYDEN ROAD
TM# 58-3-16.1

PROPOSED 12" DIP WATER MAIN

PROPOSED 20' WIDE EASEMENT CENTERED ON AS-CONSTRUCTED 12" WATER MAIN

EXISTING 8" WATER MAIN TO BE ABANDONED

PERMANENT EASEMENT CENTERED ON AS-CONSTRUCTED ROAD CROSSING

TEMPORARY CONSTRUCTION EASEMENT FOR BORING ADVANCEMENT PIT

EXISTING TREES/VEGETATION TO BE REMOVED AS NECESSARY TO COMPLETE THE WORK

PROPOSED STORM BY OTHERS

NYS DOT HIGHWAY BOUNDARY

PROPOSED WATER MAIN IN STEEL CASING

MATCH LINE

MATCH LINE

CERTIFICATE OF AGENCY AND AUTHORITY

The undersigned, being the duly authorized agent of Jim Ray Mobile Homes, Inc., a corporation under the laws of the State of New York and having offices at 9 Newfield Depot Rd., Newfield NY 14867 ("JRMHI"), certifies to the Town of Dryden, a municipal corporation under the laws of the State of New York having offices at 93 East Main Street, Dryden NY 13053, acting for itself and on behalf of the Consolidated Water District SW8, and such additional waters districts as may currently exist or will be formed within the Town of Dryden (the "Town"), as follows:

1. I have been duly authorized pursuant to the bylaws of JRMHI and/or by action of its Board of Directors to execute that certain Permanent Water Lines Easement and Right of Way (the "Easement") that grants an easement in favor of the Town over the property identified as Tax Parcel number 56.-5-4, located at 901 Dryden Road in the Town of Dryden, Tompkins County, New York (the "Property"), as more specifically set forth therein, as made on or around the date of my signature to this Certificate of Agency and Authority.
2. The execution of all those documents necessary to effectuate the Easement is deemed to be in the name of and on behalf of JRMHI. Such execution further does not violate any restriction, prohibition or obligation contained within the Property's chain of title, and/or consents and releases by those parties with rights to the Property have been obtained and provided to the Town.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 12 day of Feb, 2024.

JIM RAY MOBILE HOMES, INC.

By:


James W. Ray, Jr.

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

On the 12 day of Feb., 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared James W. Ray, Jr., 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

KAREN MILLER KENERSON
NOTARY PUBLIC - STATE OF NEW YORK
NO. 0000007825
QUALIFIED IN TOMPKINS COUNTY
COMMISSION EXPIRES JUNE 2, 2024