

TRAIL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2024 by and between the **VILLAGE OF FREEVILLE**, a municipal corporation of the State of New York, with offices at 5 Factory Street, P.O. Box 288, Freeville, New York 13068 (hereinafter referred to as "Owner of Parcels") and the **TOWN OF DRYDEN** (hereinafter referred to as "Town"), a municipal corporation of the State of New York, with offices at 93 East Main Street, Dryden, New York 13053.

WHEREAS, Owner of Parcels is the owner in fee simple of certain abandoned railroad real property (hereinafter referred to as the "Parcels") currently serving as public trail and parkland in the Village of Freeville, Tompkins County, State of New York, and designated as tax parcel numbers 3.-2-4, 3.-2-5.1, 3.-2-5.2, 3.-2-5.3, 5.-2-29, 6.-1-2 and 7.-1-1 as more particularly described in a deed dated March 6, 1981, in Liber 585 of Deeds at page 795 in the Tompkins County Clerk's Office; and

WHEREAS, Town is a municipal corporation of the State of New York which desires to preserve, protect and enhance land in its natural, scenic, educational, historical, agricultural, forested, and/or open space condition and also to provide a wide array of recreational opportunities to its residents, as well as alternative means of commuting; and

WHEREAS, Town desires to create a recreational trail (the "Trail") for non-vehicular use by the public within abandoned railroad property, portions of which pass through the Village of Freeville, which Trail is intended to enhance local and regional hiking, bicycling and recreational opportunities for the general public by providing attractive and scenic sections of a local trail; and

WHEREAS, Owner of Parcels desires to grant to Town an easement across the Parcels consisting of said abandoned railroad property (the "Easement Area"), for Town to improve and/or maintain the Trail, and Town desires to accept said easement;

NOW, THEREFORE, in consideration of the foregoing recitals and \$1.00, and other good and valuable consideration, receipt of which is hereby acknowledged by Owner of Parcels, the parties agree as follows:

1. Grant of Easement to Town for Trail: Owner of Parcels hereby grants, transfers, and conveys to Town, for the benefit of the public.
 - a. A perpetual easement and right-of-way for non-vehicular ingress, egress, and access by the public over and across the Easement Area.
 - b. A perpetual easement and right-of-way for vehicular and non-vehicular ingress, egress, and access by Town for improvement, maintenance and emergencies over and across the Easement Area.

2. Purposes, Conditions, Restrictions, Reserved Rights.
 - a. The easement to Town for the Trail is established for recreational and commuting trail purposes, such as, but not limited to, walking, running, skiing, snowshoeing, bicycling, horseback riding, bird watching, nature study, and the use of electric-assist bicycles and power-driven mobility devices by persons who have mobility impairments.
 - b. The Trail location within the Easement Area shall be defined by reasonable agreement between Town and Owner of Parcels, and may be indicated by standard markings.
 - c. Owner of Parcels retain all rights accorded to the general public for use of the Trail.
 - d. Owner of Parcels may remove or exclude from the Parcels any Persons who are (i) in locations other than the Trail or Trail facilities or (ii) engaged in non-permitted Trail uses.
 - e. Owner of Parcels reserve the right to use the Easement Area for any lawful purpose consistent with the purpose of the trail, including but not limited to the installation of utilities, vegetation management, and signage installation, provided such use does not interfere with the Town's construction or maintenance of the Trail or substantially impede the public's use of the Trail. Notwithstanding the foregoing, Owner of Parcels also reserves the right on that portion of the Easement Area over tax parcel numbers 3.-2-4 and 3.-2-5.3 presently occupied by buildings to continue use of such portions for said buildings, and an area around said buildings as reasonably needed for care, preservation, maintenance and replacement of the same.
 - f. Upon reasonable agreement between Town and Owner of Parcels concerning coordination of trail maintenance, Town may mow, trim brush and branches, grade and improve the Easement Area, including the application of gravel, crushed stone, cinders, stone dust and/or asphalt, the construction, installation, repair and/or replacement of bridges, culverts, pipes, railings, fences, gates, barriers to control access, vegetative screening, and interpretive signs.
 - g. No person is permitted to charge a fee for access to the Trail or use of Trail facilities.
 - h. Right to Suspend Trail Use. Town or its designee, in its sole discretion, shall have the right to suspend public use of the Easement Area from time to time.
3. Easement Runs with Land, Successors and Assigns. This easement shall bind and run with title to the Parcels forever, and shall inure to the benefit of Town and Town's successors and assigns; provided, however, that any successor or

assignee of the Town 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; and further provided that Town may terminate this Easement as provided under Paragraph 5 below.

4. Hold Harmless, Indemnification of Owner of Parcels. Town agrees to defend, indemnify and hold harmless Owner of Parcels from any claims, suits, actions or proceedings for any cause of action arising out of any negligent act or omissions of Town, its employees, contractors or agents with respect to the easement herein granted, and from any claims, suits, actions or proceedings for any cause of action claimed or brought by any person using the Easement Area, except for intentional acts or sole and direct negligence of Owner of Parcels, its employees, contractors or agents.
5. Termination/Modification. In the event that Town determines that the Easement Area is no longer needed or desirable across the Parcels, Town may terminate said easement by written instrument duly signed by Town and acknowledged, and recorded in the Tompkins County Clerk's Office. This Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the Tompkins County Clerk's Office.
6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of New York.
7. Dispute Resolution. It is possible that in the future the parties may have disagreements with one another concerning the interpretation of this Easement Agreement, or concerning modification of provisions of this Easement Agreement. Notwithstanding this, the parties wish to not resort to litigation before reasonable non-court alternatives have first been attempted. The parties agree, therefore, to try to resolve any disputes that may arise in the future as set forth below, except in the case of urgent or emergency situations which would reasonably prevent such resolutions or make them impracticable:
 - a. As a first step in resolving future differences, if any, the parties first will attempt in good faith to confer with one another orally.
 - b. If speaking with one another is unsuccessful, then as the second step the parties will try to achieve resolution in writing, with each of them to present to the other a proposed modification to and/or implementation of this easement agreement.
 - c. If there is no resolution at the end of the second step, as a third step the parties agree to participate in mediation or Collaborative Law negotiations to resolve the dispute. Both parties agree to participate in mediation or Collaborative Law negotiations in good faith and to attend at least three mediation or negotiation sessions prior to resorting to litigation.
 - d. If there is no resolution at the third step, either party may commence

contested court proceedings. It is the intent and commitment of the parties to make diligent efforts to avoid court proceedings and resolve disputes by agreement.

TO HAVE AND TO HOLD said easement and the rights granted hereunder to Town and to Owner of Parcels, their respective successors and assigns forever.

IN WITNESS WHEREOF, Owner of Parcels and Town have set their hands on the day and year first above written.

VILLAGE OF FREEVILLE

TOWN OF DRYDEN

By: _____
MILES MCCARTY
Village Mayor

By: _____
JASON M. LEIFER,
Town Supervisor

STATE OF NEW YORK)

COUNTY OF TOMPKINS) ss.:

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **MILES McCARTY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of whom the individuals acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF TOMPKINS) ss.:

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **JASON M. LEIFER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their capacities, and that by their

signatures on the instrument, the individuals, or the persons upon behalf of whom the individuals acted, executed the instrument.

Notary Public