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CROSS EASEMENT AGREEMENT

This CROSS-EASEMENT AGREEMENT made as of the 19th day of November, 2014, by and between the following:

The GENERAL SERVICES ADMINISTRATION, acting as agent for the UNITED STATES OF AMERICA, with a business address at 10 Causeway Street, Boston, MA 02222 (the "GSA");

BROOME COUNTY, a County of the State of New York, with a business address at City of Binghamton Government Plaza, 35 Hawley Street, Binghamton, New York 13902 ("COUNTY"); and

THE CHENANGO VALLEY CENTRAL SCHOOL DISTRICT, a New York municipal corporation, with a business address at 221 Chenango Bridge Road, Binghamton, New York 13902 (the "SCHOOL");

WITNESSETH

The GSA is the owner of a certain +/- 89.3 acre parcel of land with an address at 1151 Hoyt Avenue, Town of Fenton, Broome County, State of New York (as hereinafter more specifically defined as the "Site"); and

GSA intends to subdivide the Site into three parcels, and convey two parcels to the COUNTY and retain the remainder parcel ("GSA Parcel"); and

The COUNTY is the intended grantee of the above subdivided portions of the Site that will abut the GSA parcel ("County Parcel" and "Building Parcel") on which the COUNTY plans to utilize for emergency management response purposes pursuant to 40 USC 553, and the regulations promulgated at 41 CFR 102.800 et. Seq.; and

The SCHOOL is the owner of a parcel of land abutting the Site, located in the Town of Fenton, Broome County, State of New York, ("School Parcel").

Due to the subdivision of the Site; the GSA and the COUNTY desire to provide for joint use of facilities, improvements and systems on the parcels including driveways and roads, the water main and distribution system, water reservoir, and the electric distribution system (as hereinafter further defined) and to grant each other easements therein; and

Whereas in 2001 the SCHOOL obtained permission from the GSA to install a sanitary sewer line running from the School Parcel under and through the Site, and the GSA and the SCHOOL wish to formalize said installation; and

The GSA, COUNTY and SCHOOL, by this Agreement, also desire to establish the rights, duties, obligations and responsibilities of each party hereto with respect the use and maintenance of the easements.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the GSA, COUNTY, and SCHOOL, intending legally to be bound hereby,,agree with each other as herein set forth.

I. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

1. Proposed Subdivision Plan shall mean that plan of land shown on the "Index" sheet, and in further detail on Sheets B-1 of 4 through B-4 of 4 entitled "Proposed Subdivision Plat of United States of America for Broome County", Town of Fenton, Broome County, New York State, by Keystone Associates Architects, Engineers and Surveyors, LLC., scale 1" = 2000', dated Sept. 4, 2014" attached hereto as Exhibit A and recorded herewith.
2. GSA Parcel shall mean that Parcel labeled "Remaining USA Parcel" shown on the Proposed Subdivision Plan, and more particularly described in Exhibit B attached hereto and incorporated herein.
3. County Parcel shall mean the Parcel of land shown on the Proposed Subdivision Plan as labeled "County Parcel" and more particularly described in Exhibit C attached hereto and incorporated herein.
4. Building Parcel shall mean the Parcel of land to be conveyed to the COUNTY shown on the Proposed Subdivision Plan as "Building

Parcel" and more particularly described on sheet "B-1 of 4" of the Proposed Subdivision Plan

5. School Parcel shall mean that Parcel to the north of the County Parcel on the Proposed Subdivision Plan. This Parcel is designated with the tax map number 112.14-2-29.2 and with the address of 1153 Hoyt Avenue, Town of Fenton, Broome County, State of New York.
6. Site shall mean the tract of land consisting of the GSA Parcel, the County Parcel, and the Building Parcel.
7. Hoyt Avenue shall mean the existing public roadway originating outside the boundaries of the Site connecting to Central Avenue on the south west corner of the GSA Parcel. Hoyt Avenue is shown on the Proposed Subdivision Plan as "Hoyt Avenue."
8. Central Avenue shall mean the existing roadway running northerly from Hoyt Avenue through the Site and ending at the southern boundary of the School Parcel. Central Avenue is shown on the Proposed Subdivision Plan as "Central Avenue."
9. Water Main also referred to as the "Water Pit", shall mean the existing force main and associated improvements located in, under and across the Site in the location shown on "B1 of 4" of the Proposed Subdivision Plan as the "Pump Station (force main)".
10. Water System shall mean the existing pipes, pumps, valves, hydrants and related equipment located on, in, under and across the Site supplying water to the GSA Parcel, the County Parcel, and the Building Parcel.
11. Water Reservoir shall mean the existing "1 Story Block Pump House" and "Water Reservoir" and associated improvements located in, under and across the Site in the location shown and as described on sheet "B-3 of 4" of the Proposed Subdivision Plan.
12. Sewer Main Easement shall mean the existing sanitary sewer line and associated improvements located in, under and across portions of the Site in the location as shown on the Proposed Subdivision Plan, and more particularly described in Exhibit E attached hereto and incorporated herein.
13. Electric Distribution System shall mean the existing electric lines, street lighting, transformers, poles, switches and associated equipment located in, on and across the Site providing electric

service to the GSA Parcel, the County Parcel and the Building Parcel.

II. GRANT OF EASEMENTS

This section sets forth the easements and the terms and conditions thereof, which the respective parties hereby grant to each other and which are perpetual and non-exclusive, unless otherwise stated. As used in this section:

A party granting an easement may be referred to as the "Grantor" thereof, it being intended that the grant shall thereby bind not only such party, but its successors and assigns as well;

A party to which an easement is granted may be referred to as the "Grantee" thereof, it being intended that the grant shall benefit not only such party (and its occupants, tenants and invitees) but its successors and assigns as well;

As to the easements herein granted:

The grant of a particular easement by a Grantor shall bind and burden its respective Parcel which shall, for the purposes of this section, be deemed to be the servient tenement, but where only a portion thereof is so burdened, only that portion shall be deemed to be the servient tenement.

The grant of a particular easement to a Grantee shall benefit its respective Parcel which shall, for the purposes of this section, be deemed to be the dominant tenement, but where only a portion thereof is so benefited, only that portion shall be deemed to be the dominant tenement.

All easements granted in this Agreement shall exist by virtue of this Agreement without the necessity of confirmation by any other document. However, each party will, as to any easements, at the request of any other party hereto, upon the submission by the requesting party of an appropriate recordable document in form and substance acceptable to all parties, execute and acknowledge such a document memorializing the existence and location of any easement.

All easements granted in this Agreement may be relocated by the Grantor, subject to the following conditions: any such relocation shall be

undertaken in such a manner so as to minimize any disruption of the use of the Grantee of the easement for the purpose for which it was granted; and, to the extent any pipe, line or other improvement located within an easement is, as part of such relocation, placed outside of the easement in question, prior to the effecting such relocation, the Grantor shall cause to be granted to the Grantee easement rights therefor consistent with the grant made in this section free and clear of all liens and encumbrances. Upon completion of any such relocation and the recording of a plan showing the same, the applicable easement area shall automatically be released from its former location and shall attach to its new location.

Grantor shall provide Grantee prior notice of its/their intent to relocate the easement. The Grantor shall solely be responsible for the cost of (i) relocating the existing pipe, line or other improvements located in the current easement to the new location or (ii) the design and construction of new pipe, line or other improvements at the new location and the closing down of the pipe, line or other improvements at the current location. The new pipe, line or other improvements at the new location constructed at the new location will be, at the minimum, comparable to the current pipe, line or other improvements at the current location and in compliance with the standards of local and state requirements.

Each Grantor expressly reserves and retains the right to use, or to grant to others the right to use, the surface and subsurface of, and the air space above all portions of the Grantor's Parcel, provided only that such use shall not materially and adversely affect the exercise by any Grantee of the rights and easements herein granted.

In all circumstances, Grantee's work shall be undertaken so as to minimize interference with the Grantor's work or business operations and once the Grantee's work shall have commenced, the Grantee shall diligently prosecute such work to completion.

The Grantee shall be responsible for all costs incurred in connection with such entry, including, without limitation, payment to the contractor performing work on the Grantee's behalf and Grantee shall promptly discharge any and all liens filed in respect to any work undertaken on behalf of the Grantee.

1. CENTRAL AVENUE ACCESS EASEMENT. GSA will retain from the conveyance of the County Parcel, for the benefit of the GSA Parcel, the right to pass and repass over and across Central Avenue through the County Parcel on foot and by vehicle, without limitation. The Central Avenue Access Easement also titled, "Proposed 50' Access Easement to the United States of America" is

located as shown and more particularly described on sheet "B-4 of 4" of the Proposed Subdivision Plan.

2. EMERGENCY ACCESS EASEMENT. GSA grants to the COUNTY, for the benefit of the County Parcel, to utilize for emergency access only, as it may pertain to an urgent, unexpected occurrence on the County Parcel requiring the immediate action of Police, Fire or Ambulatory services over and across Central Avenue through the GSA Parcel to Hoyt Avenue on foot and by vehicle. The Emergency Access Easement is shown and more particularly described on the sheet "B-2 of 4" of the Proposed Subdivision Plan.
3. ACCESS EASEMENT TO HOYT AVENUE. GSA grants to the COUNTY, for the benefit of the Building Parcel, the right to pass and repass over and across Central Avenue through the GSA Parcel to Hoyt Avenue on foot and by vehicle without limitation. The Access Easement to Hoyt Avenue is shown and more particularly described in on sheet "B-1 of 4" of the Proposed Subdivision Plan.

The parties to the Central Avenue Access Easement, Emergency Access Easement and the Access Easement to Hoyt Avenue hereby agree that: all Grantors and Grantees are to use the same in common and no Grantee shall unreasonably interfere with any Grantor's use of the same; and, the respective Grantors shall at all times maintain the portions of Central Avenue located on their respective parcels in good condition, free of snow and ice, and shall promptly make all repairs needed thereto.

4. WATER MAIN EASEMENT. The GSA grants to the COUNTY, the right to access, use, operate, maintain and repair the Water Main and corresponding Water System for the benefit of the County Parcel and Building Parcel. The Water Main Easement grants the right to use the Water Main and Water System as it is currently used, and does not grant, convey or bestow the right to increase service in any manner.
5. WATER RESERVOIR EASEMENT. The COUNTY grants to the GSA the right to access, use, operate, maintain and repair the Water Reservoir for the benefit of the GSA Parcel within the area shown as the "Proposed Reservoir Easement" "B-3 of 4" of the Proposed Subdivision Plan. The Water Reservoir Easement grants the right to use the Water Reservoir as the system is currently used, and does not grant, convey or bestow the right to increase service in any manner.

The parties to the Water Main Easement and Water Reservoir Easement shall also have the right to: (a) clear and keep cleared from time to time the portions of the Grantor's land wherein the Water Main Easement and Water Reservoir Easement are located, of such vegetation, as may in the reasonable opinion and judgment of the Grantee, interfere with the safe and proper operation of the Water Main and the Water Reservoir; (b) make such excavations as may be reasonable and necessary to reconstruct or repair the Water Main or the Water Reservoir, provided that the Grantee shall properly backfill any excavation and restore the surface of the Grantor's land at its own cost and expense to as good condition and repair as before the excavation was made to the reasonable satisfaction of the Grantor; and (c) to pass over and across the Grantor's land as is reasonable and necessary for the purposes described in this section.

6. **SEWER MAIN EASEMENT.** Each of GSA and the COUNTY grant to the SCHOOL a perpetual right and easement for the use, operation, maintenance, repair and replacement of the Sanitary Sewer Main as now exists in, under and through their respective Parcels within the area shown as "Proposed 30' Sewer Easement" on the Proposed Subdivision Plan, Exhibit A, for the benefit of the SCHOOL.

The Sewer Main Easement granted by GSA and the COUNTY to the SCHOOL includes the right and easement to: (a) clear from time to time the portion of the Grantor's land wherein the Sewer Main Easement is located, of such vegetation as may in the reasonable opinion and judgment of the SCHOOL, interfere with the safe and proper operation of the Sewer Main; (b) make such excavation or excavations as may be reasonable and necessary to reconstruct, repair, and remove the Sewer Main, provided that the SCHOOL shall properly backfill any excavation and restore the surface of the Grantor's land at its own cost and expense to as good condition and repair as before the excavation was made to the reasonable satisfaction of the Grantor; and (c) pass over and across the Grantor's land as is reasonable and necessary for the purposes described in this section.

7. **ELECTRIC SYSTEM EASEMENT.** The GSA grants to the COUNTY, the right to access, use, operate, maintain and repair the Electric Distribution System as and where it is currently used, and does not grant, convey or bestow the right to increase service in any manner.

The parties to the Electric System Easement shall also have the right to: (a) clear and keep cleared from time to time the portions of the Grantor's land whereon the Electric Distribution System is located, of such vegetation as may in the reasonable opinion and judgment of the Grantee, interfere with the safe and proper operation of the Electric Distribution System; (b) make necessary repairs or replacements to the Electric Distribution System, provided that the Grantee restore the Grantor's land at its own cost and expense to as good condition and repair as before the repair or replacement was made to the reasonable satisfaction of the Grantor; and (c) to pass over and across the Grantor's land as is reasonable and necessary for the purposes described in this section.

III. INDEMNIFICATION

Each Grantee agrees to defend, indemnify and hold harmless each Grantor from and against any and all injury, loss or damage or claims for injury, loss or damage to any person or property, including, without limitation, reasonable attorneys' fees, resulting or arising from injuries to persons or damage to property which arise from the act, omission or negligence of Grantee or their agents, employees, contractors, or other parties for whom such Grantee is responsible.

IV. NOTICES

Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be mailed by United States registered or certified mail, postage prepaid, return receipt requested, or shall be delivered by private express carrier to the other parties at the addresses stated below or at the last changed address given by the party to be notified as hereinafter specified. Any such notice shall be deemed to have been given on the date shown on the return or delivery receipt.

If sent to the GSA, the same shall be mailed to Mr. Vincent Scalcione, Director Portfolio Management Division, the U. S. General Services Administration, 26 Federal Plaza Room 1609, New York, NY 10278.

If sent to the COUNTY, the same shall be mailed to (POC), Office of Broome County Executive Debra A. Preston, PO Box 1766, Binghamton, NY 13902.

If sent to the SCHOOL, the same shall be mailed to David P. Gill, Interim Superintendent, Chenango Valley CSD, 221 Chenango Bridge Rd. Binghamton, NY 13901

Any party may, at any time, change its address for the above purposes by mailing or delivery as aforesaid a notice stating the change and setting forth the new address.

V. MISCELLANEOUS PROVISIONS

1. Covenants Running with the Land. It is intended that each and all of the covenants and agreements in this Agreement to be performed by or on the part of the parties, whether affirmative or negative in nature, shall be construed as covenants and not as conditions and that to the fullest extent legally possible, all such covenants shall run with the land to the end that the covenants of each party hereto shall be appurtenant to the parcel of the other parties hereto and shall constitute covenants running with the land as between the parcels of such other parties as the dominant tenement and the parcel of the covenanting party as the servient tenement.
2. Recording. The parties hereto agree that they will record this Agreement in its entirety in the Office of the Broome County Clerk.
3. No Liability for Debts or Obligations of Others. Nothing contained in this Agreement shall be construed to render any of the parties liable for the debts or obligations of the others.
4. Agreement for Benefit of Parties. This Agreement is made for the exclusive benefit of, and shall be binding on and inure to the benefit of, the parties hereto and their successors and assigns herein permitted and not for any third person; nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement. Notwithstanding anything to the contrary contained herein, the owners of the parcels burdened by the respective rights and easements granted herein shall only be responsible hereunder for matters occurring and claims arising during their respective periods of ownership of such burdened parcels.
5. Governing Law and Partial Invalidity. This Agreement shall be governed by and construed in accordance with New York State

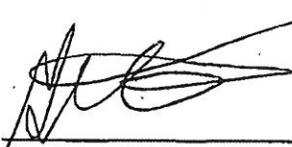
Law and federal law applicable in New York State. If any provision, or portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. Modifications. No agreements shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto affected thereby; provided, however, that any party having approval rights may in writing signed by such party waive, in whole or in part, such rights and release the other parties from any obligations to it in connection therewith.
7. Estoppel Certificate. Each party hereto agrees, at any time and from time to time, within thirty (30) days following written notice to it by any other party hereto, or any other party's mortgagee, to execute, acknowledge and deliver to the party or mortgagee who gave such notice a statement in writing certifying that this Agreement is unmodified and in full force and effect, and stating whether or not to the best of the knowledge of the signer of such certificate any other party hereto is in default in performance of any covenant, agreement or condition contained in this Agreement, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser, assignee, tenant, mortgagee or assignee of any mortgage in respect to the requesting party's interest in this Agreement, the Site or any part thereof, provided the transaction for which such statement is requested occurs within sixty (60) days following the date of such statement. The failure of any party to execute, acknowledge and deliver to the requesting party a statement in accordance with the foregoing provisions of this section within said thirty (30) day period shall constitute an acknowledgment by the party given such notice, to any person entitled as aforesaid to rely thereon, that this Agreement is unmodified and in full force and effect, and shall constitute as to any person entitled as aforesaid to rely upon such statements a waiver of any defaults which may exist prior to the date of such notice.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

9. Sovereign Rights. Nothing contained in this Agreement shall be deemed to be a waiver or modification of any rights of the United States of America as sovereign.

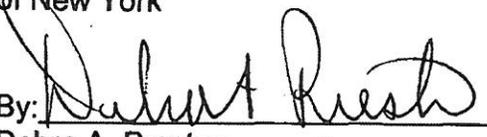
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, under seal, as of the day and year first above mentioned.

1 **UNITED STATES OF AMERICA**
Acting by and through the Administrator of
the General Services Administration

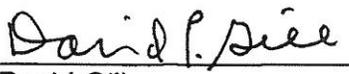
By: 
Glenn C. Rotondo
Regional Commissioner, Public Buildings
Service, General Services Administration,
New England Region

2 **BROOME COUNTY, a County of the State
of New York**

Approved as to form
By: 
BROOME COUNTY
ATTORNEY'S OFFICE

By: 
Debra A. Preston
County Executive, Broome County

2 **CHENANGO VALLEY CENTRAL
SCHOOL DISTRICT, a New York municipal
corporation**


David Gill
Superintendent, Chenango Valley Central
School District

ACKNOWLEDGMENT

Commonwealth of Massachusetts)
County of Suffolk) ss.

In Boston, in said County and State, on this 2nd day of December, 2014 before me personally appeared Glenn C. Rotondo, Regional Commissioner, Public Building Service, New England Region, General Services Administration, duly empowered and authorized, proved to me through satisfactory evidence of identification, which was a U.S. General Services Administration ID Card, to be the person whose name is signed on the preceding instrument and by him duly executed, to be his free act and deed in his capacity as Regional Commissioner, Public Buildings Service, General Services Administration, New England Region.

Carol H. Chirico

Carol H. Chirico, Notary Public
My commission expires: October 14, 2016

ACKNOWLEDGMENT

State of New York)
County of Broome) ss.

In the City of Binghamton, in said County and State, on this 1st day of Dec, 2014, before me personally appeared Debra A. Preston, County Executive, Broome County, State of New York, duly empowered and authorized, proved to me through satisfactory evidence of identification, which was a County Identification, to be the person whose name is signed on the preceding instrument and by her duly executed, to be her free act and deed in her capacity as County Executive, Broome County, State of New York

[Signature]
_____, Notary Public
My commission expires: 7/31/18

ROBERT G BEHNKE
Notary Public - State of New York
NO. 02BE4763842
Qualified in Broome County
My Commission Expires 7/31/18

ACKNOWLEDGEMENT

State of New York)
County of Broome) ss.

In the City of Binghamton, in said County and State, on this 25th day of November, 2014 before me personally appeared David Gill, Superintendent of the Chenango Valley Central School District, duly empowered and authorized, ~~proved to me through satisfactory evidence of identification, which was a~~ known to me, to be the person whose name is signed on the preceding instrument and by him duly executed to be his free act and deed in his capacity as Superintendent of the Chenango Valley Central School District.

Elizabeth I. Donahue
_____, Notary Public
My commission expires: 10/30/17

ELIZABETH I. DONAHUE
Notary Public, State of New York
No. 01DO4958049
Residing in Broome County
My Commission Expires Oct. 30, 20 17