

UTILITY ENCROACHMENT/EASEMENT AGREEMENT

THIS UTILITY ENCROACHMENT/EASEMENT AGREEMENT (this “Agreement”) is made and effective as of _____, 2023 (the “Effective Date”), by and between the **Town of Ulysses**, a municipal corporation organized under the laws of the State of New York, with an office located at 22 Elm Street, Owego, New York 13827 (“Grantor”), and **Sungwook Wi and Ji Sun Park**, husband and wife, as tenants by the entirety, with an address of 1 Evergreen Lane, Ithaca, New York 14850 (“Grantee”). Each of Grantor and Grantee are sometimes referred to in this Agreement as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Grantor uses and maintains that certain public right of way known as Honey Bee Lane located in the Town of Ulysses, Tompkins County, New York (the “Grantor Property”); and

WHEREAS, the Grantee desires to connect electric utility service at its own cost and expense to Grantee’s property located at 1009 Honey Bee Lane, Town of Ulysses, Tompkins County, New York, Tax Parcel ID #26.-3-8.42, Instrument Number 2022-08803, which such service requires access to and across the Grantor Property;

NOW, THEREFORE, in consideration of the covenants herein, and the payment by Grantee to the Grantor of the sum of One and No/100 Dollars (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grantor hereby grants, conveys, transfers and warrants to Grantee, its successors and assigns an easement and right to encroach (the “Encroachment”) on, over and across certain of the Grantor Property, being an area no greater than ten feet in width, centered on the as-installed electric utility infrastructure and related appurtenances and facilities, and no greater in length than the minimum distance required to extend said electric utility infrastructure and related appurtenances and facilities from the nearest point of interconnection with the electric utility grid to Grantee’s property located at 1009 Honey Bee Lane, Town of Ulysses, Tompkins County, New York, Tax Parcel ID #26.-3-8.42, Instrument Number 2022-08803 (the “Encroachment Area”) solely for the installation, construction, operation, maintenance, repair, replacement, removal and inspection of electric utility infrastructure and related appurtenances and facilities, and for the sole purpose of providing electric utility service to Grantee’s property located at 1009 Honey Bee Lane, Town of Ulysses, Tompkins County, New York, Tax Parcel ID #26.-3-8-42, Instrument Number 2022-08803.

2. Grantee, its agents, contractors, and employees, shall have the right to enter the Encroachment Area and do any and all such work as may be necessary to complete the construction and installation of the electric infrastructure. Said infrastructure and improvements placed within the Encroachment Area by the Grantee, shall be owned by the Grantee and it shall be the sole responsibility of the Grantee to control, maintain, operate, and insure such infrastructure and improvements and any other said improvements within the Encroachment Area.

3. The Grantee shall, upon the completion of any work necessary in connection with the Encroachment, restore the surface of the Encroachment to substantially the same condition as it was in prior to Grantee beginning work.

4. The Grantee's use of the Encroachment Area granted herein shall not interfere with the use of the remainder of the Grantor's Property by the Grantor, its agents, tenants, contractors, employees, successors or assigns.

5. The Grantee shall be liable for and shall indemnify the Grantor, its successors and assigns, against all suits, losses, costs, claims, damages or expenses, including reasonable attorney's fees, to which the Grantor may, from time to time, be subject to on account of, by reason of, or in any way resulting from the use, operation, maintenance, alteration, reconstruction, repair, location, relocation or removal of the rights provided to Grantee herein, including any damage or liability arising from the improvements placed within the Encroachment Area by the Grantee.

6. The Grantee covenants that nothing contained in this Agreement shall obligate Grantor to be responsible or to pay for any costs or expenses for work to be performed hereunder.

7. This Agreement shall inure to the benefit of and shall bind the grantees, distributees, legal representatives, successors, heirs, and assigns of both parties.

8. The Grantor may terminate this Agreement at any time, upon not less than sixty (60) days' notice to Grantee, that Grantor has cause to use the Encroachment Area for public purposes. Upon such termination, Grantor shall not have any liability to Grantee on account of such termination.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

GRANTOR:

GRANTEE:

TOWN OF ULYSSES

SUNGWOOK WI

By: Katelin Olson
Title: Supervisor

JI SUN PARK

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the __ day of _____, 2023, before me, the undersigned, personally appeared **KATELIN OLSON**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the __ day of _____, 2023, before me, the undersigned, personally appeared **SUNGWOOK WI**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the __ day of _____, 2023, before me, the undersigned, personally appeared **JI SUN PARK**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

MUST ADD PROPERTY INFORMATION