

CROSSING AGREEMENT

AGREEMENT made this day of July, 2009 by and between the COUNTY OF ULSTER, New York, hereinafter referred to as the "County", and CROSSROADS VENTURES, LLC, with offices at 72 Andrew Lane Road, Mount Tremper, New York 12457, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, the County is the owner in fee of a portion of the former Ulster and Delaware Branch of the New York Central Railroad, said premises having been acquired by deed dated July 24th, 1979, and recorded on August 10, 1979 in Liber 1414 of Deeds at page 933, in the Office of the Ulster County Clerk; and

*I do not understand.
Town of Ulster*

WHEREAS, the Licensee desires to obtain the right to cross the bed of the said railroad at the locations in the Town of Ulster which are more particularly described in the survey map and /or description annexed hereto as Schedules "A" and "B"; and

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR paid by the licensee to the County, the receipt whereof is hereby acknowledged, the County hereby grants to the Licensee the license and privilege to enter on the property; described in Schedule "A" on the following terms and conditions:

After renewal date?

1. The interest granted to the Licensee in Schedules "A" and "B" is specifically understood and agreed to be a license only and is granted solely for the purpose of allowing the Licensee to cross over the said railroad at the places indicated herein.
2. This license shall be for a term of seventy-five (75) years commencing on July 1, 2084, unless sooner terminated for cause by the County as hereinafter set forth. (After the expiration of the said seventy-five period, this agreement shall be automatically renewed on a year-to-year basis at the same terms and conditions hereof. During any such renewal period this agreement may be canceled by either party upon thirty (30) days' written notice to the other.)
3. The Licensee shall assume all responsibility for any and all maintenance and repairs which may be necessary in connection with the use of the license herein granted.
4. During the entire term of this agreement, including any renewal periods, the Licensee shall at Licensee's own expense, install on or about the subject premises such warning devices, gates, fences, and any and all other and further items of safety equipment which may be required by the County or by any other federal, state or local government or subdivision or agency thereof.
5. The Licensee shall indemnify and hold harmless the County from and against any and all loss, cost, damage and expense arising out of or in connection with the Licensee's use of the County's said premises in connection with this license agreement.

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6. During the term of this agreement, including any renewal periods, the Licensee shall provide and maintain insurance in limits, companies and form acceptable to the County covering the County's losses or liability for bodily injury or death, including loss of services, of any and all persons and for loss or damage, including loss of use of any and all property of any kind arising out of, directly or indirectly or incidental to or in any way connected with the Licensee's use of the County's said real property under this agreement. A certificate of insurance acceptable to the Ulster County Insurance Department shall be provided prior to the effective date hereof. It is specifically understood and agreed that the County may from time to time and in its sole discretion, impose additional or different insurance coverage requirements upon the Licensee from those first required in order to meet the County's future requirements or needs.
7. In the event of a default or failure to perform any of the terms or conditions of this agreement by the Licensee, the County may at its option notify the Licensee in writing of such default or failure, and in the event the Licensee neglects or fails to remove or eliminate such default or failure within thirty (30) days after receipt of such written notice, this agreement shall automatically terminate at the end of such thirty (30) days' period without further notice.
8. All notices required to be given under this agreement shall be in writing and be delivered by registered or certified mail to the County at 240 Fair Street, Kingston, New York 124501 and to the Licensee at the address filled in at the beginning of the agreement, or to such other address as may be provided in writing by either party to the other.
9. This agreement may be modified only by a written instrument duly acknowledged by each of the parties hereto.
10. A waiver by the County of any term or provision hereof shall not prevent the County's future enforcement of such covenant nor shall such waiver be deemed to apply to any other term of this agreement.
11. This agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

Assigning these rights?

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

COUNTY OF ULSTER

By _____
Chairman, Ulster County Legislature

CROSSROADS VENTURES, LLDC

A permanent easement or right of way one hundred feet in width for ingress and egress, on foot or by vehicle, and for the underground installation of utility lines, pipes and wires and other associated apparatus across the bed of the former Ulster and Delaware Railroad which was later known as the Catskill Mountain Branch of the New York Central Railroad. The parcel affected by this easement is described as follows:

All that certain piece or parcel of land, being 100' wide, situate, lying and being in the Town of Shandaken, County of Ulster and State of New York, being more particularly described as follows:

Beginning at a point on the southerly bounds of lands of the grantee herein, Crossroads Ventures, LLC as described in Liber 2924 of deeds at page 214 on the northerly bounds of the grantor herein, The County of Ulster (Railroad Property), said point being located N 54°56'03" W 26.87' from a southeast corner of the aforementioned lands of Crossroads Ventures, LLC. on the northerly bounds of said railroad property and a southwest corner of lands of Fernando Viegas.

Thence proceeding from said point of beginning along the northerly bounds of said railroad property on a curve to the left having a radius of 988.39', a delta angle of 5°51'30", an arc length of 101.06', and a chord of N 58°38'32" W 101.02';

Thence through lands of the grantor herein S 23°13'02" W 66.29';

Thence along lands of Crossroads Ventures, LLC as described in Liber 2924 of deeds at page 214 on a curve to the right having a radius of 922.39, a delta angle of 6°17'15", an arc length of 101.22', and a chord of S 58°03'13" E 101.17';

Thence through lands of the grantor herein N 23°13'02" E 67.34' to the point or place of beginning:

Together with the right to construct and maintain a roadway across said parcel and to construct and maintain shoulders, drainage swales and ditches and to install culverts and other objects and infrastructure necessary or desirable in the use and maintenance of said roadway, together with the right to install, maintain, repair and replace water, sewerage, electrical and other utility lines, pipes and wires and related infrastructure.

Subject to the absolute right of the County, for itself, or any of its assigns, to cross and re-cross said parcel and to construct across said parcel roadways, paths and trails, including the installation of railroad tracks for use by the County or its assigns and, in the discretion of the County, for recreational use by the public which uses by the County shall not be incompatible with or block, alter or obstruct the use of the easement by the party of the second party for ingress and egress and for installation of maintenance of utility lines, pipes and wires.

The premises affected by this easement are a portion of the premises conveyed to the County of Ulster by Penn Central Corporation and Owasco River Railroad by deed dated July 24, 1979, and recorded on August 10, 1979 in Liber 1414 of Deeds at page 933 in the Office of the Clerk of the County of Ulster.

This conveyance was duly approved by the County Legislature of the County of Ulster on the day of July, 2009.

AUG-4-2009 07:35A FROM:

TO: 5862403

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