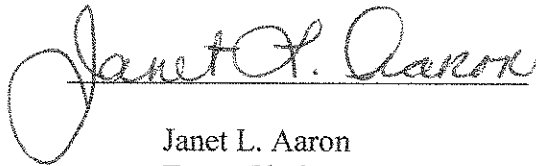


AFFIDAVIT OF POSTING

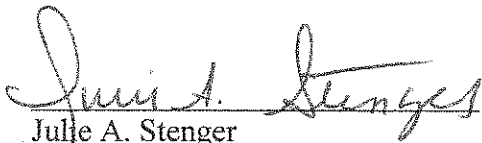
STATE OF NEW YORK )  
COUNTY OF ONONDAGA) ss.:  
TOWN OF SKANEATELES)

JANET L. AARON, being duly sworn, deposes and says that she resides at 840 Franklin Street, Skaneateles, New York and that on June 21, 2017 she posted on the sign board, maintained by the Town Clerk of the Town of Skaneateles at the Town Office Building, 24 Jordan Street, Skaneateles, New York, a notice of public hearing concerning the acquisition of a conservation easement.



Janet L. Aaron  
Town Clerk  
Town of Skaneateles

Subscribed and Sworn to before  
me this 21<sup>st</sup> Day of June 2017



Julie A. Stenger  
Notary Public

**JULIE A. STENGER**  
Notary Public, State of New York  
No. 01ST5073025  
Qualified in Onondaga County  
Commission Expires February 10, 2019

**Town of Skaneateles**  
**Notice of Public Hearing on Acquisition of Conservation Easement**

Notice is hereby given that a public hearing will be held pursuant to General Municipal Law § 247, Environmental Conservation Law Article 49, and Skaneateles Town Code § 148-9(H) before the Town Board for the Town of Skaneateles, New York at 24 Jordan Street, Skaneateles, New York 13152 on the 10<sup>th</sup> day of July, 2017 at 7:00 PM concerning the acquisition of a conservation easement over property located at 1837 West Lake Road, Skaneateles, New York. At such time and place all persons interested in the subject matter thereof will be heard concerning the same.

Janet L. Aaron  
Town Clerk

Dated: June 20, 2017

COMMUNITY MEDIA GROUP, LLC  
PO BOX 182  
ELIZABETHTOWN NY 12932  
(518)873-6368ext

ORDER CONFIRMATION

Salesperson: LEGAL ADVERTISING

Printed at 05/16/17 11:23 by lcong

Acct #: 2254411

Ad #: 152632

Status: N

TOWN OF SKANEATELES  
ATTN ACCOUNTS PAYABLE  
24 JORDAN ST  
SKANEATELES NY 13152

Start: 05/24/2017 Stop: 05/24/2017  
Times Ord: 1 Times Run: \*\*\*  
LGL 1.00 X 24.00 Words: 68  
Total LGL 24.00  
Class: 001 LEGAL ADS  
Rate: LGL Cost: 24.24  
# Affidavits: 1

Contact: KAREN BARKDULL/ JANET AAR

Ad Descrpt: PUBLIC NOTICE - DEV.RIGHT

Phone: (315)685-3473

Given by: \*

Fax#: (000)000-0000

Created: lcong 05/16/17 11:15

Email: jaaron@townofskaneateles.com

Last Changed: lcong 05/16/17 11:22

Agency:

PUB ZONE EDT TP START INS STOP SMTWTFS  
C05 A 96 W 05/24/17 1 05/24/17 W

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Name (signature)

**TOWN OF  
SKANEATELES  
PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that on May 15, 2017, the Town Board of the Town of Skaneateles authorized the transfer of not to exceed \$100,000 from the Development Rights Acquisition Reserve Fund to purchase development rights on the Karlik property, subject to the permissive referendum requirements of Town Law and General Municipal Law.

Dated: May 16, 2017

Janet L. Aaron  
Town Clerk  
SP-152632

## CONSERVATION EASEMENT AGREEMENT

This CONSERVATION EASEMENT AGREEMENT is made and entered into this day of \_\_\_\_\_, 2017, between Kenneth Karlik, an individual having an address at 1837 W. Lake Road, Skaneateles, New York (the "Grantor"), and the Town of Skaneateles, a municipal corporation having an address at 24 Jordan Street, Skaneateles New York (the "Grantee") (collectively the "Parties").

### WITNESSETH

WHEREAS, the Grantor is the owner in fee of real property located at 1837 W. Lake Road and further identified as Tax Map Number 061.-01-16.1 in the Town of Skaneateles, Onondaga County, New York (the "Larger Property"); and

WHEREAS, Grantor desires to grant and convey to Grantee a conservation easement over a +/-10 acre portion of the Larger Property, which is depicted in the survey map attached hereto as Appendix A and described in the metes and bounds description attached hereto as Appendix B (the "Property"); and

WHEREAS, the Property is currently use as agricultural cropland, drainage and buffer land, and is not improved by any structure, building, mobile home, road or parking lot; and

WHEREAS, the Property possesses natural, ecological, scientific and scenic values of great importance to the Grantor, the Town of Skaneateles, and the people of the State of New York; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee intends, by acceptance of this conservation easement, to honor forever the intentions of Grantor and represents that it possesses the ability to enforce the terms stated herein to preserve and protect the Property; and

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, and pursuant to New York Environmental Conservation Law Article 49, New York General Municipal Law § 247, and Skaneateles Town Code § 148-9(H), Grantor hereby voluntarily conveys to the Grantee a perpetual conservation easement (the "Easement") consisting of the terms, covenants, and obligations of the Parties as set forth herein, over and across the Property.

1. **PURPOSE.** The purpose of this Easement is to (i) ensure that the Property will be retained and managed forever in a natural and scenic condition; and (ii) prevent the construction of any structures and roads on the Property.

2. **RIGHTS OF GRANTEE.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- a) To prevent the construction of any structures and roads on the Property and, if constructed, to require the demolition of such structures and roads and restoration of such areas that may be damaged by such construction and demolition; and
- b) To enter upon the Property at reasonable times, in order to monitor Grantor's compliance and otherwise enforce the terms of this Easement, including the right to repair and/or maintain the Property consistent with the terms of this Easement.

3. **PROHIBITED USES.** The Parties agree that the following uses shall be prohibited on the Property:

- a) The placement, construction, repair, or enlargement of any structure, building, billboard, mobile home, paved road, unpaved road, parking lot, or other impermeable surface.
- b) Division of the Property into two or more parcels.

4. **RESERVED RIGHTS OF GRANTOR.** Grantor reserves for itself and its heirs, successors in interest, assigns, devisees, and all others who claim under the Grantor all rights with respect to the Property that are not expressly prohibited herein. Without limiting the generality of the foregoing, Grantor reserved the right to:

- a) Engage in agricultural uses on the Property in accordance with ecologically sound and sustainable agricultural practices.
- b) Engage in or permit others to engage in, recreational uses of the Property, including skiing, hiking, biking, fishing and hunting.
- c) Upon thirty (30) days' notice to Grantee, sell, transfer, lease, mortgage, or otherwise encumber or convey the Property.

5. **GRANTEE'S REMEDIES.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. Where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, Grantee shall require restoration of the injured portion of the Property.

If Grantor fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or under circumstances where the violation cannot reasonably be cured within thirty (30) days, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement of injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic or environmental values and to require the restoration of the Property to the condition that existed prior to any such injury.

Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire, provided Grantee makes every reasonable effort to give Grantor prior notice. Grantee's remedies described in this paragraph shall be in addition to and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Easement.

**6. COSTS OF ENFORCEMENT.** Any reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by the Grantor.

**7. GRANTEE'S DISCRETION.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**8. ACTS BEYOND GRANTOR'S CONTROL.** Nothing contained in this Easement shall be construed to entitle either Grantor or Grantee to bring any action against the other for any injury to, or change in, the Property, resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**9. ACCESS.** No right of access by the general public to any portion of the Property is conveyed by this Easement. The Property shall otherwise remain for private use and may be posted by Grantor to prohibit fishing and hunting.

**10. COSTS AND LIABILITIES.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and

maintenance of the property, including the maintenance of adequate comprehensive general liability insurance coverage. All future liens shall be subordinate to this Easement.

11. **CONDEMNATION.** This Easement constitutes a real property interest immediately vested in Grantee. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

12. **SUBORDINATION.** Upon request, Grantee agrees to subordinate its rights under this Easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rent and profits described above and likewise to subordinate its rights under an lien and to execute any documents required with respect to such subordination, except that the priority of any lien created by Grantee's exercise of any of its rights under this Easement prior to the creation of said mortgage Easement be subordinated in any other respect.

13. **SUBSEQUENT TRANSFERS.** Any subsequent conveyance including, but not limited to, the transfer, lease or mortgage of the Property or a portion of the Property, shall be subject to this Easement. Grantor agrees that any deed, lease, or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This deed is subject to a Conservation Easement dated \_\_\_\_\_, 2017, which runs with the land and which was granted to the Town of Skaneateles and recorded in Onondaga County Clerk's Office." Grantor further agrees to give written notice Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by the paragraph shall not impair the validity of this Easement nor limit its enforceability in any way.

14. **SURVEY.** Grantee has the right to conduct a professional boundary survey of the property or any part thereof, however, said survey shall be at Grantor's expense only if and to the extent necessary to determine if a prohibited land use is located within the Property or in an area thereof where it is prohibited.

15. **CERTIFICATES OF COMPLIANCE.** Upon request by Grantor, Grantee shall, within thirty (30) days, execute and deliver to Grantor any document, including an estoppel certificate, that certified Grantor's compliance with any obligation of Grantor contained in this Easement, and otherwise evidences the status of this Easement as may be requested by Grantor.

16. **NOTICES.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and sent prepaid, registered or certified mail, return receipt requested, and addressed as shown in this Easement or to such address as either party from time to time shall designate by written notice to the other.

17. **RECORDATION.** Grantee shall record this instrument in timely fashion in the official records of Onondaga County, New York and may re-record it at any time as may be required to preserve its rights in this Easement. Grantor shall reimburse Grantee for all costs associated with the filling and recording of this instrument.

18. **GENERAL PROVISIONS.**

a) **Controlling Law:** The interpretation and performance of this Easement shall be governed by the laws of the State of New York.

b) **Liberal Constructions:** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the purpose of this Easement and the policy and purpose of New York Environmental Conservation Law § 49-0301, New York General Municipal law § 247 and Town Code § 148-9(H). If any provision of this instrument is found to be ambiguous, and interpretation consistent with the purpose of this Easement that would render the provisions valid shall be favorable over any interpretation that would render it invalid.

c) **Severability:** If any provision of this Easement is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

d) **Entire Agreement:** This instrument and the documentation referred to herein, set forth the entire agreement of the parties with respect to the Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the Easement. Any amendment or alteration of this Easement must be approved by the Town Board and shall be recorded in the official records of the Office of the Clerk of Onondaga County, State of New York. All costs in connection with amendment shall be borne by Grantor unless Grantee initiates the amendment or waives this requirement.

e) **No forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) **Joint Obligation:** In the event that more than one individual join sign the execution of this document as Grantor, said Grantors are subject to this Easement both jointly and severally.

g) **Successors:** all covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

h) **Application of prohibited uses to other property:** The Grantor hereby relinquishes and terminates the development rights on the Property as provided under "Prohibited Uses" so that such rights are terminated and extinguished and may not be used or transferred to adjacent or any other parcels.



i) Termination of Rights and Obligations: A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer, unless Grantor, prior to transfer, obtain a certificate of compliance or estoppel as provided herein and provides all required notices as provided herein.

j) Counterparts: The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

19. **INSURANCE.** The Grantor shall at all times keep the Property insured by an insurance company rated "A+" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and shall also maintain comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the sole opinion of Grantee, normally be carried on such a Property. That insurance shall include Grantee's interest and name Grantee as an "additional insured" and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of the insured will not invalidate the policy as to the other insured party.

Furthermore, the Grantor shall deliver to the Grantee fully executed copies of the insurance policies evidencing the insurance coverage at the commencement of this grant and copies of new or renewed policies at least 10 days prior to the expiration of any existing policy. The Grantee shall have the right to provide insurance at the Grantor's cost and expense, should the Grantor fail to obtain it. In the event the Grantee obtains insurance, its cost shall be a lien on the premises until repaid by the Grantor.

20. **INDEMNITY.** Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorneys' fees, judgment or expenses to the Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Easement by the Grantor, or arising out of the conveyance of, ownership, possession, or exercise of rights under this Easement (including any such costs and expenses incurred by Grantee in connection with preserving the validity or priority of this Easement), except any such matters arising solely from the negligence of the Grantee. In the event that Grantor is obligated to indemnify Grantee under this Easement, the amount of the indemnity, until satisfied; shall constitute a lien on the premises. Each party indemnifies and holds the other harmless from any and all liability for any injury to each other arising out of this Easement.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Parties have executed this instrument on the day and year first above written.

GRANTOR

GRANTEE

KENNETH KARLIK

TOWN OF SKANEATELES

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF ONONDAGA     )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_ 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 this instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF ONONDAGA     )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_ 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 this instrument.

\_\_\_\_\_  
Notary Public

Appendix A  
Survey

## Appendix B

### Description