

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (the "Agreement") is dated as of the ____ day of March, 2021, and is by and between **HOFFARCOR, INC.**, a corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 6515 State Route 227, Trumansburg, New York 14886 ("**Hoffarcor**") and **TOWN OF ULYSSES**, a municipal corporation having an office for the transaction of business located at 10 Elm Street, Trumansburg, New York 14886 (the "**Town**").

RECITALS

WHEREAS, Hoffarcor is the owner of certain property located in the Village of Ulysses, County of Tompkins, State of New York commonly known as 38 East Main Street, Trumansburg, New York and identified by tax map number 6.-1-22.2, received by deed dated December 31, 2008 and recorded in the Tompkins County Clerk's Office on January 6, 2009 as Instrument No. 536153-001 (the "**Hoffarcor Property**"); and

WHEREAS, the Town is the owner of certain property located in the Village of Ulysses, County of Tompkins, State of New York commonly known as 10 Elm Street, Trumansburg, New York, and identified by tax map number 6.-1-24, received by deed dated July 14, 1958 and recorded in the said Clerk's Office on August 1, 1958 in Liber 409 of Deeds at Page 52 (the "**Town Property**"); and

WHEREAS, a boundary line of the Town Property, which forms a northwesterly boundary and a northeasterly boundary, adjoins the boundary line of the Hoffarcor Property (the "**Boundary Line**"), as more particularly shown on that certain survey map made by Lee Dresser of T.G. Miller, P.C. Engineers and Surveyors, License No.: 050096, dated October 15, 2020, a copy of which is intended to be recorded together herewith (the "**Survey**"); and

WHEREAS, it has come to the attention of the parties that a portion of the Town's asphalt parking lot located on the westerly border of the Town Property encroaches onto the southwesterly corner of the Hoffarcor Property, identified as "EDGE OF ASPHALT" on the Survey (the "**Parking Lot Encroachment**"); and

WHEREAS, it has further come to the attention of the parties that steps located on a southerly boundary of the Hoffarcor Property encroaches onto the northerly edge of the Town Property, identified as "STEPS" on the Survey (the "**Steps Encroachment**" and, together with the Parking Lot Encroachment, the "**Encroachments**"); and

WHEREAS, the parties to this Agreement desire to address the Encroachments and to confirm the location of the common boundary line between the Hoffarcor Property and the Town Property; and

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Boundary Line as depicted on the Survey is accurate and true.
2. The parties acknowledge that the Parking Lot Encroachment is owned by the Town and that the Parking Lot Encroachment encroaches onto the Hoffarcor Property. The parties acknowledge that the Steps Encroachment is owned by Hoffarcor and that the Steps Encroachment encroaches onto the Town Property. Neither party claims any right, title or interest in the property of the other, by adverse possession or otherwise.
3. The parties hereby agree that the Encroachments may remain in their current location, and that neither party shall take any action to remove the Encroachments. Each party shall be permitted to maintain the Encroachments at such party's own expense; provided, however, that if a party shall ever remove or reconstruct the parking lot or the steps as the case may be, such party shall ensure that such parking lot or steps are constructed solely on the property of such party.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, heirs, executors, administrators, successors and assigns.

5. If for any reason any provision hereof shall be inoperative, the validity and effect of all other provisions shall not be affected thereby.

6. This Agreement contains the entire understanding among the parties hereto. No variations, modifications or changes hereof shall be binding upon any party hereto unless set forth in a document duly executed by all parties hereto.

7. The waiver by any party hereof of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8. If any action, suit, arbitration, or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance of the obligations under this Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

9. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

10. All actions, suits, arbitrations or other proceedings arising hereunder shall be venued in Tompkins County, New York.

11. This Agreement may be executed in counterparts. When each party has executed a copy of this Agreement, the executed copies taken together shall have the same force and effect as if executed in one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date written above.

Hoffarcor, INC.

By: _____
Gregg O. Hoffmire, President

Town of Ulysses

By: _____
Nancy Zahler, Town Supervisor

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On the ____ day of March, 2021 before me, the undersigned, personally appeared **Gregg O. Hoffmire**, 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 executed the same in his capacity, and that by his 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)
COUNTY OF TOMPKINS) ss:

On the ____ day of March, 2021 before me, the undersigned, personally appeared **Nancy Zahler**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public