

Aurora R. Valenti
TOMPKINS COUNTY CLERK

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Instrument Number
546778-002

No. of Pages: 3
Delivered By: MILLER MAYER, LLP
Receipt No. 546778
Return To:
MILLER MAYER, LLP
DATE: 08/17/2009
Time: 04:09 PM
Document Type: BOUNDARY LINE AGREEMENT
Parties To Transaction: ABBOTT TO RUTHERFORD

Deed Information

Mortgage Information

Consideration: \$0.00

Mortgage Amount:

Transfer Tax: \$0.00

Basic Mtge. Tax:

RETT No: 02228

Special Mtge. Tax:

County Transfer Tax: \$0.00

Additional Mtge. Tax:

State of New York
Tompkins County Clerk

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



SHARED DRIVEWAY AGREEMENT

THIS AGREEMENT made this 14th day of August, 2009, between BRUCE D. ABBOTT, of P.O. Box 4870, Ithaca, New York 14852, hereinafter referred to as "Abbott", and DIANE RUTHERFORD, of 5 Fiddlers Green, Lansing, New York 14882, hereinafter referred to as "Rutherford",

WHEREAS, Abbott has this day conveyed to Rutherford that certain premises commonly known as 559 Ridge Road, Town of Lansing, Tompkins County, New York, and currently identified as Town of Lansing Tax Parcel No. 26.-4-7.22 and part of Tax Parcel No. 26.-4-7.23, more particularly shown as "PARCEL A" on a survey map incorporated herein by reference entitled "Survey Map No. 559 Ridge Road, Town of Lansing, Tompkins County, New York" prepared by T.G. Miller P.C., Engineers and Surveyors, dated July 27, 2009, a copy of which is intended to be filed in said Clerk's Office concurrently herewith (the "Survey"), and

WHEREAS, Abbott is the owner of that certain premises commonly known as 555 Ridge Road, Town of Lansing, Tompkins County, New York, and currently identified as part of Town of Lansing Tax Parcel No. 26.-4-7.23, more particularly shown as "PARCEL B" on the Survey, and

WHEREAS, the main entrance to PARCEL A is accessed by means of a gravel drive, a portion of which is located on PARCEL B (shown as "GRAVEL DRIVE – SHARED IN COMMON" on the Survey), and

WHEREAS it is the intent of the parties hereto that the gravel drive from the point where it enters PARCEL B from Ridge Road (New York State Route 34B) as it proceeds westerly and northwesterly to PARCEL A, shall be shared by both parties, and

WHEREAS the parties wish to fix and determine their respective rights with respect to the use and maintenance of the shared driveway.

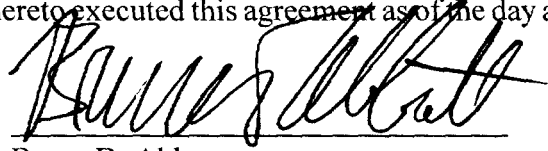
NOW THEREFORE, in consideration of the mutual covenants between the parties herein and other good and valuable consideration, the parties agree as follows:

1. The parties acknowledge, covenant and agree that the shared driveway covered by this Agreement is approximately as shown by the cross-hatched area on Exhibit A attached hereto and recorded herewith.
2. Abbott hereby grants, conveys, and releases unto Rutherford, her heirs, distributees, successors and/or assigns a right of way forever for ingress and egress on foot or by vehicles over that portion of Parcel B on which the shared driveway is situate.
3. Neither party shall obstruct, impede, or interfere with the reasonable use of the shared driveway by any other party, nor shall either party park or permit their invitees to park vehicles on the said shared driveway in a manner that would impede ingress and egress by other party.
4. The shared portion of the gravel drive **along with the stone retaining wall related thereto** shall be maintained and repaired equally between the parties, with each paying 50% of the maintenance costs. Snow removal shall be treated as a

maintenance expense. In the event that the shared driveway or retaining wall is damaged by the negligence or abuse of either party that party shall be liable for any and all such damage and shall bear the cost of repairs.

5. This agreement shall be binding on all parties their successors and/or assigns and shall run with the land.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the day and year first above written.



Bruce D. Abbott



Diane Rutherford

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

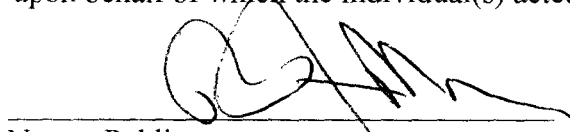
On the 14th day of August in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE D. ABBOTT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument 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 the instrument.


Notary Public


Kimberly N. Rothman
Notary Public, State of New York
No. 02R06144114
Qualified in Tompkins County
Commission Expires April 24, 2010

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On the 14th day of August in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared DIANE RUTHERFORD, 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 the instrument.


Notary Public

H:\1615\002\Closing Documents\Shared Driveway Agreement wpd

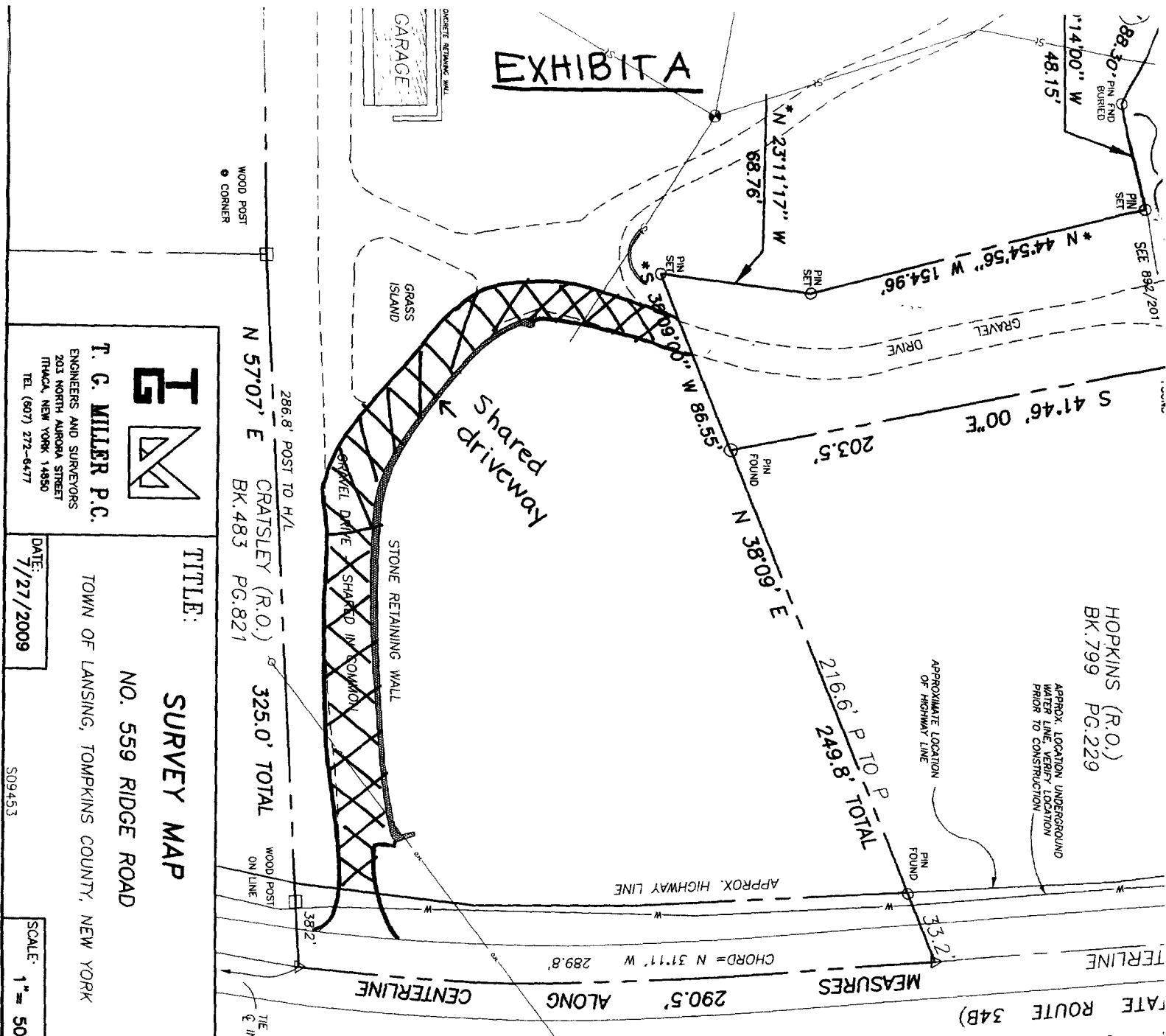
R James Miller
Notary Public, State of New York
No. 4485270
Qualified in Tompkins County
Commission Expires November 30, 

ROAD

DATE ROUTE (34B)

NOTES:

- 1) REFERENCE TO SURVEY MAP SHOWING LANDS OF RUSSELL E. & MINNIE WALLEY DATED OCTOBER 21, 1986 AND LAST AMENDED DEC 10, 1997 BY T.G. MILLER, P.C.
- 2) REFERENCE TO SURVEY MAP SHOWING LANDS OF BRUCE D. ABBOTT DATED 8/22/2000 LAST REVISED 11/09/2000 BY T.G. MILLER, P.C.
- 3) PROPERTY LINES SHOWN HEREON RUN ALONG PRESENT CENTERLINE OF NYS ROUTE 34B, EXCEPT AND RESERVE THAT PORTION OF LAND CONVEYED TO THE STATE OF NEW YORK FOR HIGHWAY PURPOSES AND DESIGNATED AS A PORTION OF PARCEL B SHOWN ON MAP NO.2 OF THE AMERS-KING FERRY, P.TS 1&2 STATE HIGHWAY MAP DATED MAY 5, 1928.
- 4) PROPOSED NEW DIVISION LINES WERE ESTABLISHED ON THE GROUND AND IMPROVEMENTS LOCATED AT THE TIME OF THIS SURVEY DATE FOR PARCEL A.
- 5) PARCEL A & B ARE SUBJECT TO MUTUAL RIGHTS OF INGRESS & EGRESS ALONG THE SHARED DRIVE TO PROVIDE ACCESS TO RIDGE ROAD.
- 6) PARCEL A & B ARE SUBJECT TO MUTUAL RIGHTS FOR EXISTING UTILITIES SERVICING SAID PARCELS. ALL UNDERGROUND UTILITIES ARE SHOWN IN APPROX. LOCATIONS ONLY. VERIFY IN FIELD PRIOR TO CONSTRUCTION.
- 7) THIS SURVEY IS SUBJECT TO ANY STATE OF FACTS A UP TO DATE ABSTRACT OF TITLE MAY SHOW.



T. G. MILLER P.C.
 ENGINEERS AND SURVEYORS
 203 NORTH AURORA STREET
 ITHACA, NEW YORK 14850
 TEL. (607) 272-6477

NO. 559 RIDGE ROAD
 TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK

SURVEY MAP

DATE: 7/27/2009

SCALE: 1" = 50'

REVISED

STATE OF NEW YORK
 LICENSED LAND SURVEYOR

WOODING
 ALTERATION OF THIS MAP NOT PERMITTED TO EXCEED 20% OF THE ORIGINAL AREA. ANY SUCH ALTERATION SHALL BE SUBJECT TO THE EDUCATION LAW, AND FORWARDED BY MAIL. ALL CERTIFYING MAPS AND COPIES THEREOF MUST BE MADE ON COPIES FROM THE PERMISSION WHICH IS THE ORIGINAL APPROVED COPY.