

**RECORD AND RETURN TO:**

ALBANY COUNTY DIVISION OF FINANCE

112 State Street, Room 1340

Albany, New York 12207

**QUITCLAIM DEED AND EASEMENT**

**THIS INDENTURE** made the \_\_\_\_\_ of \_\_\_\_\_, 2023 between

**The COUNTY OF ALBANY, NEW YORK**, a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207, **party of the first part**, and

**The MOHAWK HUDSON LAND CONSERVANCY, INC.**, a not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 425 Kenwood Avenue, Delmar, New York 12054, **party of the second part**,

**Witnesseth** that in consideration of payment by the party of the second part to the party of the first part of the sum of ONE DOLLAR (\$1.00) AND NO CENTS lawful money of the United States, hereby waived, the party of the first part hereby remises, releases and quitclaims unto the party of the second part and the party of the second part's successors and assigns forever, all of the party of the first part's right, title and interest in and to

**All that certain fixture improvement** situate, lying and being in the Town of New Scotland, County of Albany and State of New York commonly known and described as the Bender Mellon Farm Bridge, a steel bridge approximately 80'± in span length and approximately 16'± wide presently spanning the Helderberg–Hudson Rail Trail inclusive of any and all of said bridge's supporting abutments and structures ("Bridge"), and further

**Hereby grants unto the party of the second part and the party of the second part's successors and assigns forever** the following described Permanent Easement in all that strip, piece or parcel of land situate, lying and being located in the Town of New Scotland, County of Albany and State of New York, being more particularly bounded and described as follows:

The County of Albany ("County") herein grants to the Mohawk Hudson Land Conservancy, Inc. ("the MHLC") a Permanent Easement ("Easement") crossing lands of the County which abut the Helderberg–Hudson Rail Trail ("Rail Trail") for access between lands of the MHLC located on the north and south sides of said lands of the County. Said Easement incorporates and includes the existing Bender Melon Farm steel bridge presently spanning the Rail Trail inclusive of any and all of said bridge's supporting abutments and structures ("Bridge") that is simultaneously herewith being conveyed by

the County to the MHLC by Quitclaim Deed, together with an area 40'± wide by 30'± in length area on each side of said Bridge extending to the north and south boundaries of the Rail Trail right-of-way. Said Easement being 40'± wide by 140'± in length.

The exercise and use of said Easement by the MHLC shall not in any manner interrupt or impair the continuous and free use of the Rail Trail by the County and general public.

The MHLC, its successors and assigns shall accept and take possession of and thereupon be solely responsible for all costs and responsibilities associated with the inspection, maintenance, repair, safety and/or removal and replacement of said Bridge and hereby agrees to defend, indemnify and hold harmless the County, its officers, employees and agents, from and against all claims, damages, losses and expenses which for any reason other than the County's culpable fault arise out of or in connection with the said Bridge and the Easement hereby granted.

The MHLC shall also solely its expense procure and maintain during the term of the Easement hereby granted, a policy or policies of comprehensive all-risk liability insurance to cover personal and bodily injury and property damage arising out of or in connection with said Bridge and Easement, naming the County as an additional insured, with limits of not less than:

<u>Liability For:</u>	<u>Combined Single Limit</u>
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000

**Together with** all of the estate and rights of the party of the first part in and to said Bridge hereby conveyed and Easement hereby granted.

**To Have and to Hold** said Bridge hereby conveyed and Easement hereby granted unto the party of the second part and the party of the second part's successors and assigns forever.

**In Witness Whereof** the party of the first part has executed these presents on the day above written.

**In the presence of**

**THE COUNTY OF ALBANY, NEW YORK**

By \_\_\_\_\_ L.S.  
**DANIEL P. McCOY,**  
**ALBANY COUNTY EXECUTIVE**

## ACKNOWLEDGMENT

STATE OF NEW YORK   )  
  ) SS.:  
COUNTY OF ALBANY   )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, personally appeared DANIEL P. McCOY, 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 signed the same in his capacity as Albany County Executive, and that by his signature on the within instrument, the individual, or the person upon behalf of which he acted, to wit: the County of Albany, New York, executed the instrument.

---

NOTARY PUBLIC - STATE OF NEW YORK