

PROPERTY DONATION AGREEMENT

This Property Donation Agreement (this “**Donation Agreement**”) is made this ____ day of ____ 2025, by and between the Town of Ulysses, a municipal corporation under the laws of the State of New York having offices at 10 Elm St., Ulysses, NY 14886, (the “**Donee**”), and Paleontological Research Institution a charitable not-for-profit corporation having an address at 1259 Trumansburg Road, Ithaca, NY 14850, as successor by consolidation to the Cayuga Nature Center, Inc. (the “**Donor**”).

RECITALS

Donor is the owner of a certain parcel of land identified as Tax Parcel number 13.-3-1, located along Falls Rd in the Town of Ulysses, Tompkins County, New York (the “Premises”).

Donor desires to donate the Premises to the Donee for the Donee to continue operating and maintaining the Premises for the use, education and recreation of the community, and the Donee agrees to accept such donation in accordance with the terms of this Donation Agreement.

Donor, in making the donation, is doing so with full knowledge of its rights to receive just compensation for its transfer and has by signing this Donation Agreement affirmatively waived its right to the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties intending to be legally bound by the terms of this Donation Agreement, and for the purposes herein set forth, do hereby declare and agree as follows:

SECTION 1: Donation

- A. The Premises shall be transferred by quit claim deed, the form of which is attached as **Exhibit A**. Donor makes no representations and warranties whatsoever regarding this donation, which is being donated “as is, where is” and “with any and all faults.”
- B. Donor and Donee have each been given a full and complete opportunity to conduct their own investigation as to any matter, fact or issue that might influence the respective parties’ decisions regarding the Premises.
- C. Donor acknowledges that Donee could have provided an appraisal of the Premises and could have been required to pay compensation for the Premises. Donor has determined not to obtain an appraisal and not to require compensation because Donor desires to donate the Premises to Donee with no receipt of compensation of any kind. Donee will provide donor with a letter that acknowledges the donation with an estimate of fair market value based on recent land sales in the area.
- D. Donor agrees to provide all information and documentation as may be reasonably requested by the Donee and/or Donee’s attorney.

SECTION 1A: Obligations

- A. Closing Costs. Donee shall pay all costs associated with transfer of the Premises, including but not limited to attorney fees to review and edit this Donation Agreement, the quit claim deed, abstracting fees, agents' fees (if any) and recording costs (the "Closing Costs").
- B. Transfer. Donor agrees to donate the Premises to Donee, and Donee agrees to accept the Premises from Donor on the terms and conditions set forth herein. In consideration of the Premises, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Sections 3 and 4 of this Donation Agreement.
- C. Title. Title shall transfer on the Closing Date, as defined in Section 2 of this Donation Agreement, via quit claim deed and ancillary transfer documents to be prepared by Donee's attorneys. Risk of loss shall remain with the Donor until the Closing.
- D. Further Assurances. Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the Premises and shall use their best efforts to close in a timely manner.
- E. Property Taxes. Property taxes and ad valorem assessments will be pro-rated until the date of closing so Donor will not be responsible for taxes on the Premises after the closing date.
- F. Designation as a Critical Environmental Area. The Donee will undertake appropriate steps to designate the Premises as a Critical Environmental Area as that term is defined pursuant to the New York State Environmental Quality Review Act and implementing regulations.

SECTION 2: Closing; Closing Condition

- A. This transaction shall be closed and the Premises delivered as soon as reasonably possible (the "Closing Date").
- B. This Donation Agreement and the Premises shall be contingent on the approval of any applicable Town of Ulysses Code requirements, or determination by the Donee that it is in the best interests of the Donee to override those requirements.

SECTION 3: Acknowledgments, Release and Indemnity

Donee acknowledges that it is accepting the Premises solely in reliance on Donee's own investigation, and the Premises is in "as is, where is" condition with all faults and defects, latent or otherwise. Donee expressly acknowledges that, in consideration of the agreement of Donor herein, and except as otherwise specified herein, Donor makes no and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition or (without limitation) to any of the following matters:

- A. Soils, etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- B. Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- C. Endangered Species. Endangered plant, animal, and insect species.

- D. Hazardous Materials. Hazardous or toxic materials and other environmental conditions, including without limitation, volatile organic compounds, petroleum products of any form or nature, lead-based paint, asbestos and mold.
- E. Physical Defects. Physical and mechanical defects in or on the Premises.
- F. Land Area. The area of the land.
- G. Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- H. Assessment Districts. The status and nature of any assessment districts.
- I. Planning, Zoning and Compliance with Law. Present, past or future conformity of the Premises with planning, building, zoning, subdivision, development and any other statutes, ordinances, regulations and permits, or any general plan or specific plan of any governmental authority having jurisdiction.
- J. Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the town park pursuant to this Donation Agreement.
- K. Title. The condition of title to that certain portion of the Premises, including but not limited to the existence of any easement, license, lease, encumbrance or encroachment whether or not a matter of public record, and whether or not visible upon inspection of that certain portion of the Premises.
- L. Other Matters. Any other matter relating to the Premises or to the acquisition, ownership, use, management, conveyance, encumbrance, development or operation of that certain portion of the Premises, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

SECTION 4: Release and Indemnity

- A. Release. Donee fully releases and discharges Donor from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor which arise out of or are in any way connected with the terms of this Donation Agreement, including without limitation (1) any matter set forth in Section 3 above, (2) the presence of hazardous materials on, under or about that certain portion of the Premises (including but not limited to any undiscovered hazardous materials located beneath the surface of that certain portion of the Premises), and (3) violations of any hazardous materials laws pertaining to that certain portion of the Premises or the activities thereon. This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.
- B. Effectiveness. The provisions of this section shall be effective as of the Closing Date and shall survive the Closing Date or termination of this Donation Agreement.

SECTION 5: General Provisions

- A. The "Effective Date" shall be the date that the last of the parties to this Donation Agreement executes below.
- B. Successors and Assigns. This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee

may not transfer, assign, or encumber Donee's right under this Donation Agreement without Donor's prior written approval.

- C. Entire Agreement. This Donation Agreement contains the entire agreement between the parties concerning the Premises and supersedes all prior written or oral agreements concerning the subject matter hereof between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- D. Partial Invalidity. If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.
- E. Governing Law. The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- F. No Third-Party Benefits. No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement. Beneficiaries specifically shall have no claims or rights of action against either Donor or Donee in connection with this gift.
- G. Waivers. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- H. Captions. The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- I. Counterparts. To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- J. No Presumption. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- K. Notices. Any notices or other communication required or permitted under this Donation Agreement shall be in writing and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or overnight courier, when delivered in person, or (ii) in the case of mailed notice, forty-eight

(48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee:

Town of Ulysses
Attn: Katelin Olson
10 Elm St.
Ulysses, NY 14886

With a copy to:

Nathan VanWhy, Esq.
NDV Law, PLLC
189 Riverside Drive
Johnson City, NY 13790
Email: nvanwhy@ndvlawpllc.com

If to the Donor:

Warren Allmon
Paleontological Research Institute
1259 Trumansburg Road, Ithaca, NY 14850

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto agree to the terms and have caused this Contract to be executed in their names by their duly authorized officers as of the date first set forth above.

DONEE:
TOWN OF ULYSSES

DONOR:
PALEONTOLOGICAL RESEARCH INSTITUTION
AS SUCCESSOR BY CONSOLIDATION TO
THE CAYUGA NATURE CENTER, INC.

By: Katelin Olson, Supervisor

By: Warren Allmon

State of New York
County of Tompkins:

On the _____ day of _____ in the year 2025 before me, the undersigned, 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 the instrument.

Notary Public

State of New York)
County of Tompkins) ss.:

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared Katelin Olson, Supervisor of the Town of Ulysses, 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

EXHIBIT A

QUIT CLAIM DEED

THIS INDENTURE, made the ____ day of _____, 2025, between:

PALEONTOLOGICAL RESEARCH INSTITUTION., as successor by consolidation to the Cayuga Nature Center, Inc., a New York not-for-profit corporation with an address of 1259 Trumansburg Road, Ithaca, NY 14850, party of the first part, and

TOWN OF ULYSSES, a New York municipality with offices located at 10 Elm Street, Ulysses, NY 14886, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, and such other good and valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND, situated in the County of Tompkins and State of New York, described in SCHEDULE A attached hereto and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, provided, however, that the premises shall be retained by the Town of Ulysses for the use, education (including tours and experiments) and recreation of the community, provided the foregoing do not otherwise cause harm or damage to the natural environment upon the premises, managed with minimal human intervention other than trail maintenance, fence repair, removal of invasive non-native species, and tree removal for safety, and that the Town of Ulysses shall adopt and implement reasonable restrictions on use to minimize human impact to the environment upon the premises,

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

PALEONTOLOGICAL RESEARCH INSTITUTION
AS SUCCESOR BY CONSOLIDATION
TO THE CAYUGA NATURE CENTER, INC.

By:

STATE OF NEW YORK)
 SS:
COUNTY OF TOMPKINS)

On this ____ day of _____, 2025, 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 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

Record and return to:

NDV Law, PLLC
Attn: Nathan VanWhy
189 Riverside Drive
Johnson City, NY 13790

SCHEDULE "A"

TRACT OR PARCEL OF LAND situated in the Town of Ulysses, County of Tompkins and State of New York, and more particularly described as follows:

BEGINNING at a point marked by a set stone at the intersection of Falls Road (a/k/a Cemetery Street) with the road leading last from Grove Cemetery;

RUNNING THENCE South $84\frac{1}{2}$ Degrees East along the center of Falls Road for a distance of 1350.36 feet to a point;

RUNNING THENCE South $5\frac{1}{2}$ Degrees West along the west line of property reputedly owned by Duddleston (Inst. No.: 519673-001) for a distance of 1034.22 feet to a point marked by a stake;

RUNNING THENCE South $77\frac{1}{2}$ Degrees West along the southwest line of premises of Duddleston for a distance of 581.46 feet to a point located in the centerline of NYS Route 96 (a/k/a Trumansburg Road);

RUNNING THENCE North $47\frac{3}{4}$ Degrees West along the centerline of Falls Road · for a distance of 1117.3 8 feet to a point;

CONTINUING THENCE North $15\frac{3}{4}$ East along the centerline of Falls Road for a distance of 557;70 feet to the point and place of beginning.

The above described property consists of 31.75 acres, more or less, and is identified by the Tompkins County Assessor's Dept. as Tax Map Parcel No.: 13.M3-1.