

# RIPARIAN BUFFER PROTECTION AGREEMENT

THIS RIPARIAN BUFFER PROTECTION AGREEMENT dated as of [REDACTED] is by and between XXXXX (the “undersigned Owners”) and Tompkins County (“County”).

## Background

### Property

The undersigned Owners are the sole owners in fee simple of the Property as legally described in the deed to them recorded in the Tompkins County Clerk’s Office at 320 N. Tioga Street, Ithaca, NY 14850. The Property is also described as:

Street Address:	
Municipality:	
County:	
Tax Parcel Number:	

## Purpose

### Conservation Objectives

The undersigned Owners and County are entering into this Riparian Property to establish a riparian corridor (the “Riparian Corridor”) along XXXX Creek (the “Creek”) for the following purposes (collectively, the “Conservation Objectives”): 1) to maintain and improve the quality of water resources associated with the Creek; 2) to support flood mitigation investments; 3) to perpetuate and foster the growth of healthy vegetation; 4) to preserve habitat for Native Species; and 5) to ensure that activities and uses in the Riparian Buffer are sustainable, i.e., they neither diminish the biological integrity of the Riparian Buffer nor deplete the soil, forest and other natural resources within the Riparian Buffer over time.

### Riparian Buffer Area

The Riparian Buffer consists of the strips of land stretching 100 (ft) feet landward from the Top of the Banks of the Creek, together with the banks and bed of the Creek, to the extent that the strips, banks and bed are contained within the Property. A line defining the Riparian Buffer will be discretely marked on the property.

### Baseline Documentation

The Baseline Documentation Report of the buffer, to be kept on file at the Tompkins County Planning Department, describes the conservation values of the Riparian Buffer identified in the Conservation Objectives, describes existing conditions of the Riparian Buffer including Existing Improvements as of the Agreement Date, and includes, among other information, photographs depicting the Riparian Buffer.

## Allowed Activities Within Riparian Buffer Area

The following activities are considered allowed uses within the established Riparian Buffer:

- (1) Benches, seating, and small signage
- (2) Flood control structures and stream bank stabilization measures approved by Tompkins County Soil and Water Conservation District and the County
- (3) Public utility transmission lines
- (4) Educational and scientific research
- (5) Footpaths not exceeding 10ft in width
- (6) Conservation uses including the restoration of natural vegetation, wildlife sanctuaries, nature preserves, and forest preserves

## Prohibited Activities Within Riparian Buffer Area

The following activities are considered prohibited activities within the established Riparian Buffer:

- (1) Construction of new buildings or structures
- (2) Storage or placement of any water quality hazardous materials including:
  - Storage of hazardous substances
  - Above or below ground petroleum storage facilities
  - Drain fields from on-site sewage disposal and treatment system
  - Raised septic systems
  - Solid waste landfills, junkyards or any type of fill
  - Confined animal feedlot operations
  - Subsurface discharges from a wastewater treatment plant
  - Land application of bio-solids
- (3) Clear-cutting of trees and other vegetation and removal or disturbance of vegetation such that soil quality will be compromised and increased erosion may ensue
- (4) Insertion of roadways or driveways and all impervious surface coverings
- (5) Waste storage and disposal including but not limited to the disposal of and dumping of snow and ice, fill, the burning of trash (prohibited throughout property) recyclable materials, trash generatives, used automobiles or appliance structures, and other abandoned materials.
- (6) Mining or on-site extractive activity of any type

## Enforcement

If the County determines that a violation of this Agreement has occurred they shall notify the Owners, giving Owners thirty (30) days to cure the violation. Notwithstanding the foregoing, where the County in the County's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Riparian Buffer. The County may bring an action to enjoin the violation, ex parte if necessary, through temporary or permanent injunction.

In addition to injunctive relief, the County shall be entitled to seek the following remedies in the event of a violation:

- (a) money damages, including damages for the loss of the resources protected under the Purpose of this Agreement; and
- (b) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Owners shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorney's fees and costs. The failure of the County to discover a violation or to take immediate legal action shall not bar the County from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

## Binding Effect

The provisions of this Agreement shall run with the Property in perpetuity and shall bind and be enforceable against the Owner and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being a Owner or owners with respect to such Property for purposes of this Agreement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of their ownership or conduct.

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INTENDING TO BE LEGALLY BOUND, the undersigned Owner or Owners and County, by their respective duly authorized representatives, have signed and delivered this Agreement as of the noted Date.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tompkins County

\_\_\_\_\_  
Date

State of New York            )  
County of                           ), ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 200\_\_ 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.

\_\_\_\_\_  
Signature/office of individual taking acknowledgement