

AMENDMENT TO EASEMENT FOR OUTFALL PIPE FACILITIES

THIS INDENTURE is made as of the ____ day of _____, 2020, by and among CITY HARBOR, LLC, a New York limited liability company (“City Harbor”), CITY OF ITHACA, a New York municipal corporation (“City of Ithaca”), TOWN OF ITHACA, a New York municipal corporation (“Town of Ithaca”), and TOWN OF DRYDEN, a New York municipal corporation (“Town of Dryden” and, collectively with City of Ithaca and Town of Ithaca, “Municipalities”).

RECITALS:

WHEREAS, Pierce and Cleveland, Inc. (“Grantor”) executed a certain Easement for Outfall Pipe Facilities dated as of May 27, 1983, and recorded in the Tompkins County Clerk’s Office on July 14, 1983, in Liber 599 of Deeds at Page 509, and a certain Amendment to Easement for Outfall Pipe Facilities dated as of April 1, 1985, and recorded in the Tompkins County Clerk’s Office on May 3, 1985, in Liber 608 of Deeds at Page 598 (such Easement and Amendment to Easement, together, the “Easement”), pursuant to which Municipalities hold a permanent easement to construct, operate, maintain, repair, and replace a sewage outfall pipe over a strip of land (such strip of land, the “Easement Parcel”) having a width of thirty (30) feet and extending across certain real property located at 101 Pier Road in the City of Ithaca, County of Tompkins, and State of New York; and

WHEREAS, pursuant to the Easement, Municipalities presently operate and maintain a sewage outfall pipe located within the Easement Parcel; and

WHEREAS, City Harbor is the owner of certain real property, including the Easement Parcel, located at 101 Pier Road in the City of Ithaca, County of Tompkins, State of New York, designated as Tax Map Parcel Number 17.-1-1.3 (the “City Harbor Property”), and, as such, is the successor to Grantor under the Easement; and

WHEREAS, The Guthrie Clinic, a Pennsylvania non-profit corporation, is the owner of certain other real property located at 101 Pier Road in the City of Ithaca, County of Tompkins, State of New York, designated as Tax Map Parcel Number 17.-1-1.2 (the “Guthrie Property”); and

WHEREAS, the parties wish to amend the Easement to establish and confirm the rights of City Harbor to construct and maintain within the Easement Parcel certain facilities and improvements necessary for the development and use of the City Harbor Property and the Guthrie Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Easement as follows:

1. Notwithstanding any contrary provision of the Easement, City Harbor and its successors and assigns shall have the right to construct, operate, maintain, repair, and replace the following facilities and improvements upon, under, or over the Easement Parcel, for the use and

benefit of the City Harbor Property and the Guthrie Property, all as more particularly shown on a certain map of the Easement Parcel and surrounding lands prepared by T.G. Miller, P.C., Engineers and Surveyors, titled “Phase 1, City Harbor Development, City Harbor, LLC and the Guthrie Clinic, 101 Pier Road, Ithaca, New York, Outfall Easement Plan,” dated April 8, 2020:

- (a) Subsurface heat pump water supply and return lines extending between improvements located on the City Harbor Property and improvements located on the Guthrie Property;
- (b) Subsurface heat pump water supply and return lines extending between the Point East and Point West buildings on the City Harbor Property;
- (c) Subsurface effluent water supply and return lines extending between Municipalities’ sewage outfall pipe and improvements located on the City Harbor Property;
- (d) Subsurface domestic water supply lines servicing the City Harbor Property and/or the Guthrie Property;
- (e) Subsurface electric supply lines extending between the Point East and Point West buildings and other improvements on the City Harbor Property;
- (f) Subsurface storm sewer mains servicing the City Harbor Property and/or the Guthrie Property, together with one or more associated catch basins;
- (g) Subsurface fire water mains servicing the City Harbor Property and/or the Guthrie Property, together with one or more associated IFD connections at ground level;
- (h) Subsurface electric and water supply lines running parallel to the shoreline of Cascadilla Creek, together with one or more associated electric/water pedestals at ground level;
- (i) Pedestrian bridge extending above the Easement Parcel at the third-floor level, connecting the Point East and Point West buildings on the City Harbor Property;
- (j) Concrete sidewalks for pedestrian use;
- (k) Asphalt pavement for pedestrian use along the shoreline of Cascadilla Creek;
- (l) Various ground-level retaining walls and landscaped areas; and
- (m) Such other electric supply lines, water lines, sanitary and storm sewer lines, drainage improvements, and pedestrian walkways as are reasonably

necessary for the development and use of the City Harbor Property and the Guthrie Property.

2. Municipalities shall construct and maintain all tap connections between the sewage outfall pipe and the effluent water supply and return lines constructed by City Harbor in accordance with paragraph 1(c) hereof.

3. The rights granted hereunder to City Harbor and its successors and assigns shall include, without limitation, the right to enter upon the Easement Parcel to carry out the construction, operation, maintenance, repair, and replacement of the facilities and improvements identified herein; provided that, in entering upon the Easement Parcel for such purposes, City Harbor and its successors and assigns (i) shall not interfere with the construction, operation, maintenance, repair, or replacement of the sewage outfall pipe or any other facilities or improvements of Municipalities located therein pursuant to the Easement, and (ii) shall otherwise comply in all respects with the terms of the Easement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date first written above.

OWNERS:

CITY HARBOR, LLC

By: _____
Name: _____
Title: _____

MUNICIPALITIES:

CITY OF ITHACA

By: _____
Name: _____
Title: _____

TOWN OF ITHACA

By: _____
Name: _____
Title: _____

TOWN OF DRYDEN

By: _____
Name: _____
Title: _____

