

PERMANENT WATER AND SANITARY SEWER LINES EASEMENT
AND RIGHT-OF-WAY

THIS INDENTURE is made this ____ day of _____ 2024, by and between the Town of Dryden, a municipal corporation under the laws of the State of New York having offices at 93 East Main Street, Dryden, NY 13053, acting on behalf of the Dryden Consolidated Water Benefit District SW8 and the Dryden Consolidated Sewer Benefit District SS8, and such additional water and sewer districts as may be formed within the Town of Dryden (collectively, the “**Grantee**”), and Cornell University, an education corporation chartered by the State of New York and having offices at Day Hall, Ithaca, New York 14853 (the “**Grantor**”).

Grantor is the owner of certain parcels of land identified as Tax Parcel numbers 64.-1-1, 64.-1-2.1, 64.-1-2.2, 65.-1-5.5, and 65.-1-4.1, all located along New York State Route 366 in the Town of Ithaca, Tompkins County, New York, and Tax Parcel numbers 53.-1-9.2, 56.-5-1, and 56.-5-33, all located along New York State Route 366 in the Town of Dryden, Tompkins County, New York (the “Premises”).

NOW WITNESSETH, that Grantor, in consideration of One Dollar and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, grants to Grantee permanent easements and rights of way to clear, trench, lay, construct, maintain, operate, repair and at its pleasure, remove, water and sanitary sewer collection lines, mains, force mains, and other ancillary infrastructure for the use, operation and maintenance of potable water and sanitary sewer systems in, on and beneath the below-described parcels of land, together with the rights of free ingress and egress in, over, across, upon, and under the below-described parcel of land, and including the right to trim and/or remove trees, shrubs and other obstructions as necessary to exercise the foregoing rights except as otherwise expressly limited herein, upon that portion of the Premises as more particularly bounded and described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Ithaca, County of Tompkins and State of New York, being part of Tax Parcel numbers 64.-1-2.1, 64.-1-2.2, 65.-1-5.5, and 65.-1-4.1, and the parcels situate in the Town of Dryden, County of Tompkins and State of New York, being part of Tax Parcel numbers 53.-1-9.2, 56.-5-1, and 56.-5-33, all as more particularly bounded and described on the maps entitled “Town of Dryden Varna Water and Sewer Easements, Schedule A, Permanent Easement Map, Sheets 1 and 2,” dated September 6, 2023, and the maps entitled “Town of Dryden Varna Water and Sewer Improvements (Contract C), Utility Plan, Sheet C301 and Demolition Plan, Sheet C201,” dated September 6, 2023, each prepared by T.G. Miller P.C., Engineers and Surveyors (the “Survey”), incorporated herein by reference, a copy of which maps are intended to be filed in the Tompkins County Clerk’s office concurrently herewith, provided however that the Easement Area shall be centered on the as-constructed mains and in the widths shown on the attached survey maps, and provided further that the boundary line nearest to Route 366 for each portion of the Easement Area shall be the state highway boundary, and each portion of the Easement Area shall not extend farther from the highway

boundary than the listed width of the easement, regardless of where the water or sanitary sewer mains are actually constructed.

Together with a temporary construction easement over portions of Tax Parcel number 65.-1-5.5, as shown on and identified on the Survey as a “Temporary Construction Easement for Boring Advancement Pit”, and a temporary construction over portions of Tax Parcel number 64.-1-1, as shown and identified on the Survey as a “Temporary Construction Easement” by the “Proposed Apple Orchard PRV Building”, which temporary easements shall terminate on September 30, 2025, or upon Grantee’s notification to Grantor of successful revegetation of the temporary construction easement area, whichever is earlier.

RESERVING unto Grantor all rights accruing from Grantor’s ownership of fee title to the Premises, except to any extent that exercise of such rights and Grantor’s use of such property conflict with the terms of this easement. Without limiting the foregoing, Grantor expressly reserves:

(1) the right to use and install improvements (except buildings with foundations) on, in and under the surface and subsurface of the Easement Area, to cross and re-cross the Easement Area, and to grant future easements in the Easement Area, provided that any construction of improvements within, or any other use of, the Easement Area by Grantor shall not interfere with, obstruct, or affect any rights of the Town under or with respect to this Easement, cause injury or damage to the Town’s infrastructure, or otherwise affect such infrastructure’s physical integrity or function; and

(2) the right to relocate said easement and right of way and the facilities located thereon, in whole or in part, at Grantor’s sole expense, in accordance with plans and specifications approved by Grantee. In considering approval, Grantee may consider the effects of the proposed changes on the water and sanitary sewer system’s operation and costs.

AND FURTHER, all equipment, materials, infrastructure, and other property belonging to Grantee, its agents or contractors, stored or located on the Premises, including the water and sanitary sewer mains, laterals, collectors, lines and pipes, and other and related appurtenances and devices, shall remain the property of and shall be under the control and supervision of Grantee, and which Grantee shall repair and maintain at its own cost and expense.

GRANTOR COVENANTS AND AGREES:

1. No building or structures (except for roads, buildings and other structures to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and/or approvals issued by Grantee that explicitly reference the aforesaid permanent easement) shall be constructed or placed within the aforesaid permanent easement and right-of-way which will in any way interfere with complete access by Grantee, its successors, assigns, employees and agents to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any water or sanitary sewer mains, laterals, collectors, lines and pipes, and other and related appurtenances and devices.

Grantee agrees that this provision shall not prevent Grantor from construction a multiuse path in the Easement Area upon Grantee's approval of the plans for the path, such approval not to be unreasonably withheld.

2. Except for trees or other plants presently installed or to be installed and maintained on or beneath the surface of the Premises in accordance with permits and/or approvals issued by Grantee that explicitly reference the aforesaid permanent easement, no trees or other plants will be planted or cultivated that may interfere with the said easement and right-of-way.

3. Except to the extent necessary for the construction, use and maintenance of buildings and other improvements on the Premises in accordance with permits and/or approvals issued by Grantee that explicitly reference the aforesaid permanent easement, it will not permit or conduct any mining, excavation, construction or blasting within said easement and right-of-way.

4. Except during the construction or maintenance of buildings, foundations and other improvements to be constructed, used and maintained on or beneath the surface of the Premises in accordance with permits and/or approvals issued by the Grantee that explicitly reference the aforesaid permanent easement, it will not engage in any conduct, directly or indirectly, that blocks, obstructs, or interferes with the ingress and egress rights of Grantee, its successors, assigns, employees and agents.

5. It will place the following provision in all conveyances of the property or portions thereof covered by this easement, or any rights therein:

"Subject to a water and sanitary sewer easement and right-of way to convey rights to the Town of Dryden to clear, trench, lay, construct, maintain, operate, repair and at its pleasure, remove, water and sanitary sewer collection lines, mains, force mains, and other ancillary infrastructure for the use, operation and maintenance of potable water and sanitary sewer systems in, on and beneath the below-described parcels of land, together with the rights of free ingress and egress in, over, across, upon, and under the below-described parcel of land, and including the right to trim and/or remove trees, shrubs and other obstructions, all of which rights are (1) set forth in said permanent easement and right-of-way granted to the Town on [date] and recorded in the Tompkins County Clerk's Office on [date] as Instrument No. _____, the terms, obligations and conditions of which are expressly incorporated herein, and (2) assignable by the said Town to any successor or assign, or to any improvement district(s) now existing or hereafter to be formed."

GRANTEE COVENANTS AND AGREES:

1. Original construction of the work permitted by this easement (the "Project") shall be done substantially in accordance with the Survey, and the Town of Dryden Varna Water and Sewer Improvements, Schedule C, Demolition Map," dated September 6, 2023, prepared by T.G. Miller P.C., Engineers and Surveyors. Grantor shall have the right to approve any substantive

changes reflected in final Project plans for work being performed on the Premises, which approval shall not be unreasonably withheld or delayed.

2. Grantee shall give Grantor advance reasonable notice of the intended times when work is to be performed within the Easement Area and shall coordinate with Grantor in the performance of such work. In the event work is required on an emergency basis, the Town will provide notice as soon as reasonably practicable after commencement of such emergency work. One of the two driveways that provide access to the McGowan Farm Barn at 791 Dryden Road will remain accessible and open at all times during any work performed in the Easement Area.

3. Grantee will at all times, at Grantee's expense, when it enters the Premises for any purpose related to the permanent easement granted by this instrument, leave the Premises in a neat and presentable condition, returning the Premises as nearly as practicable to its condition before such entry, including grading, reseeding, and repaving as applicable, as well as replacing any trees or fencing removed or damaged, subject to any changes in the Premises permitted by the exercise of the rights granted by this easement.

4. Grantee shall be responsible for maintaining asphalt cut repairs for a period of two years after repavement to account for potential future settlement.

5. Grantee shall not allow any claim, lien or other encumbrance arising from its use of the easement area to accrue against or attach to the easement premises or any other portion of Grantor's property, but if any lien or notice of lien is so filed, the responsible party shall promptly bond and discharge any lien or notice of lien that may be so filed. Grantor shall send to Grantee timely written notice of any lien so filed of which Grantor itself has notice, and Grantee shall send to Grantor timely written notice of any lien so filed of which Grantee itself has notice.

6. Grantee has evaluated title to the Premises without reliance on any representation or warranty of title from Grantor.

7. This easement shall be recorded by Grantee at its own expense in the real estate records of the Tompkins County Clerk.

8. Grantee, by accepting this easement, agrees it shall indemnify Grantor, Grantor's trustees, officers, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), and hold them harmless from any claims, demands, actions, suits, liabilities, losses, injuries, costs, or judgments (collectively, "Claims") that arise out of or result from (in whole or in part) the use of the Premises or the exercise of Grantee's rights hereunder by Grantee, its employees, contractors, agents, or invitees, including (without limitation) reasonable investigatory and legal costs. Notwithstanding the foregoing, to the extent the Indemnified Parties are negligent or act with willful misconduct, Grantee's duty to indemnify them shall not extend to the proportion of loss attributable to the Indemnified Parties' negligence or willful misconduct.

AND THE PARTIES FURTHER AGREE:

1. Grantee and its successors and assigns are hereby expressly granted the right to assign this easement, or any part thereof, or interest therein, without any prior consent and without prejudice or recourse.

2. The easements and related rights-of-way (except for those areas marked on the Survey as construction or temporary easements) shall at all times be deemed to be and shall run with the land, be permanent and perpetual, and inure to and be binding upon the successors, heirs, legal representatives and assigns of the parties named in this easement.

3. The parties acknowledge the existence of 8" water and sanitary sewer mains within or adjacent to the Easement Area. These mains are the property of Grantee and are not known to be subject to any easement agreement, and are marked on the survey as being abandoned in place. Grantee shall have the same maintenance obligations regarding such mains as if they were subject to this easement, and shall be responsible for any required environmental remediation associated with any water main, sewer main, or other ancillary infrastructure marked on the Survey as being abandoned in place on the Premises, unless and until such main or infrastructure is removed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the day and year following each signature.

CORNELL UNIVERSITY

TOWN OF DRYDEN

By: _____
Jeremy E. Thomas
Sr. Director, Real Estate

By: _____
Jason Leifer
Town Supervisor

Date: _____

Date: _____

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

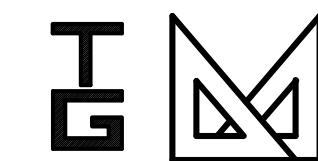
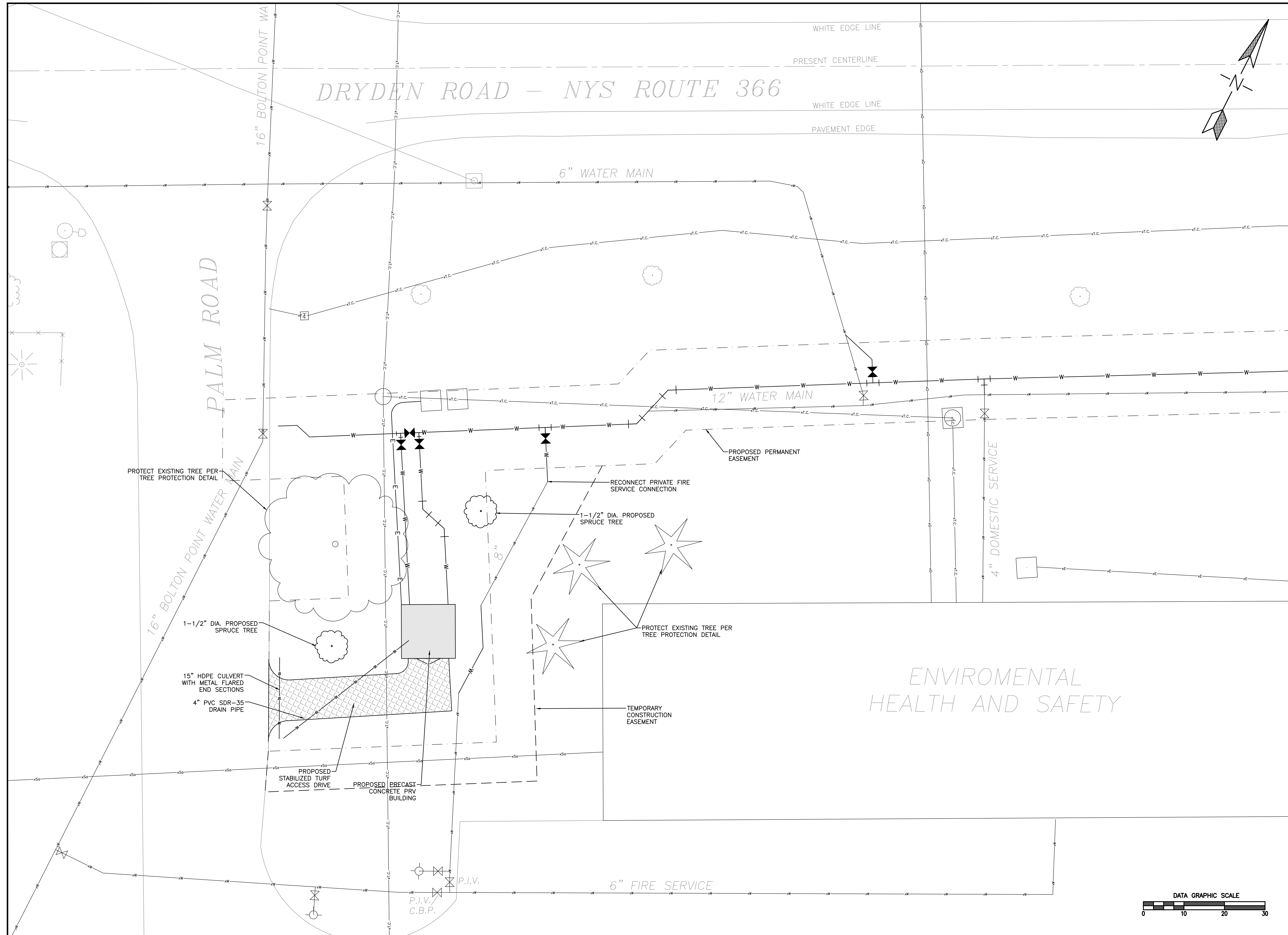
On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared Jeremy E. Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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 2024 before me, the undersigned, personally appeared Jason Leifer, 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



T.G. MILLER, P.C.
ENGINEERS AND SURVEYORS
605 WEST STATE STREET, SUITE A
ITHACA, NEW YORK 14850
WWW.TGMILLERPC.COM
607-272-6477

**TOWN OF DRYDEN
VARNA WATER AND SEWER IMPROVEMENTS
(CONTRACT C)**

TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK

[illegible]

SHEET TITLE
UTILITY PLAN

DATE:
9/6/2023

SCALE:
AS SHOWN

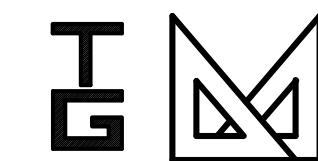
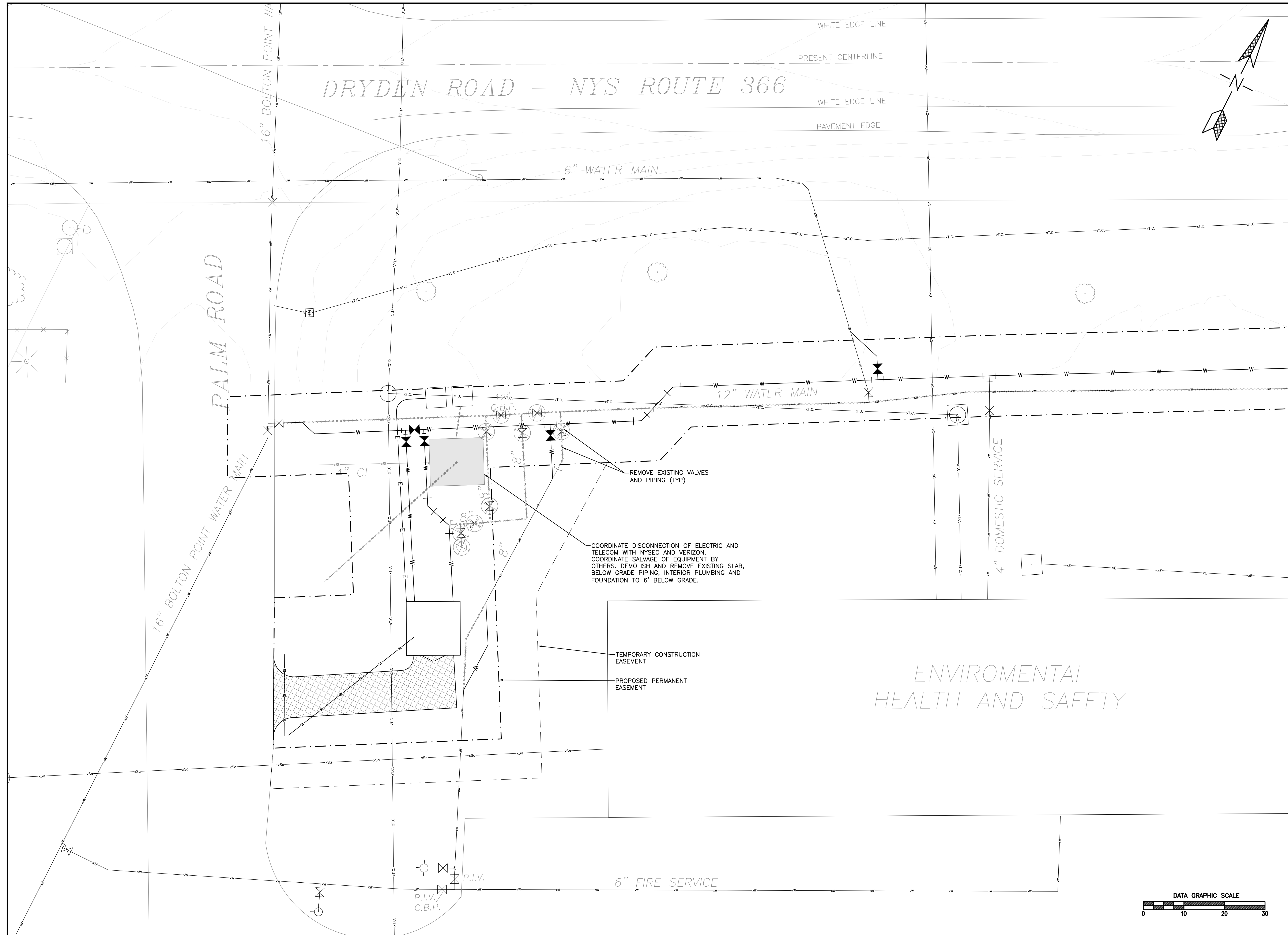
DRAWN BY:
PJK

JOB No.

E20-02

SHEET	000
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CHECKED: DMH



T.G. MILLER, P.C.
ENGINEERS AND SURVEYORS
605 WEST STATE STREET, SUITE A
ITHACA, NEW YORK 14850
WWW.TGMILLERPC.COM
607-272-6477

**TOWN OF DRYDEN
VARNA WATER AND SEWER IMPROVEMENTS
(CONTRACT C)**

TOWN OF DRYDEN. TOMPKINS COUNTY. NEW YORK

[illegible]

S

SHEET TITLE
DEMOLITION
PLAN

DATE:
9/6/2023

SCALE:
AS SHOWN

DRAWN BY:
PJK

JOB No.

E20-02

SHEET

CHECKED:
DMH

WARNING: ALTERATIONS TO THIS MAP NOT CONFORMING TO SECTION 7209, SUBDIVISION 2, NEW YORK STATE EDUCATION LAW, ARE PROHIBITED BY LAW. ALL CERTIFICATIONS HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE SEAL OF THE LICENSED PROFESSIONAL ENGINEER WHOSE SIGNATURE APPEARS HEREON.

CERTIFICATE OF AGENCY AND AUTHORITY

The undersigned, being the duly authorized agent of Cornell University, an education corporation chartered by the State of New York and having offices at Day Hall, Ithaca, New York 14853 (“CORNELL”), certifies to the Town of Dryden, a municipal corporation under the laws of the State of New York having offices at 93 East Main Street, Dryden NY 13053, acting for itself and on behalf of the Dryden Consolidated Water Benefit District SW8 and the Dryden Consolidated Sewer Benefit District SS8, and such additional water and sewer districts as may be formed within the Town of Dryden (the “Town”), as follows:

1. I have been duly authorized by Cornell to execute that certain Permanent Water and Sanitary Sewer Lines Easement and Right of Way (the “Easement”) that grants an easement in favor of the Town over the property identified as Tax Parcel numbers 64.-1-1, 64.-1-2.1, 64.-1-2.2, 65.-1-5.5, and 65.-1-4.1, all located along New York State Route 366 in the Town of Ithaca, Tompkins County, New York, and Tax Parcel numbers 53.-1-9.2, 56.-2-2.2, 56.-5-1, and 56.-5-33, all located along New York State Route 366 in the Town of Dryden, Tompkins County, New York (the “Property”), as more specifically set forth therein, as made on or around the date of my signature to this Certificate of Agency and Authority.
2. The execution of all those documents necessary to effectuate the Easement is deemed to be in the name of and on behalf of Cornell. Such execution further does not violate any restriction, prohibition or obligation contained within the Property’s chain of title, and/or consents and releases by those parties with rights to the Property have been obtained and provided to the Town.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this _____ day of _____, 2024.

CORNELL UNIVERSITY

By: _____
Jeremy E. Thomas, Sr. Director, Real Estate

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

On the _____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared James W. Ray, Jr., 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