

## DONATION AGREEMENT

This Donation Agreement is made this 26 day of January, ~~2023~~<sup>2024</sup>, 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 Sewer Benefit District SS8, and such additional sewer districts as may be formed within the Town of Dryden (collectively, the “**Donee**”), and Ithaca IR Holdings, LLC, a limited liability company under the laws of the State of Delaware and having offices at 83 Warren Avenue, Boston, MA 02116 (the “**Donor**”).

### RECITALS

Donor is the owner of certain parcels of land identified as Tax Parcel numbers 56.-2-6 and 56.-2-5, all located along New York State Route 366 in the Town of Dryden, Tompkins County, New York, (the “Premises”).

Donee is presently in the planning, design and construction of a water and sewer project (the “Project”) that requires acquisition of an easement over the Premises.

Donor desires to donate an easement over a portion of the Premises, as described in **Exhibit A** (the "Donation Easement"), to Donee, to facilitate and incorporate into the Project. Donor is doing so with full knowledge of its rights to receive just compensation for the Donation Easement, along with an appraisal of the Donation Easement’s value, and has by signing this Donation Agreement affirmatively waived its rights to the same.

Donee agrees to accept the donation of the Donation Easement in accordance with the terms of this Donation Agreement to benefit the Project.

**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 Donor's donation of the Donation Easement shall include only those rights and obligations as set forth in the recorded easement document, the form of which is attached as **Exhibit B**.
- B. Donor makes no representations and warranties whatsoever regarding the Donation Easement, which is being donated “as is, where is” and “with any and all faults.”
- C. 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 Donor's donation of the Donation Easement.
- D. Donor acknowledges that Donor could have obtained an appraisal of, and could have required compensation for the Donation Easement, and Donor has determined not to obtain

an appraisal and not to require compensation because Donor desires to donate the Donation Easement to Donee with no receipt of compensation of any kind.

- E. 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 the transfer of the Donation Easement, including but not limited to attorney fees to review and edit this Donation Agreement, the easement agreement, abstracting fees, agents' fees (if any) and recording costs (the "Closing Costs").
- B. Post Closing Requirements. Donee will as part of the Project, include in the design and construction installation of water and sewer infrastructure as generally shown (subject to reasonable modification in light of construction conditions) within **Exhibit A**. Such work shall be done in coordination with Donor's representative to minimize disruption to Donor's operations to the extent reasonably possible.
- C. Transfer. Donor agrees to donate the Donation Easement to Donee, and Donee agrees to accept the Donation Easement from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Donation Easement to Donee, 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.
- D. Title. Title shall transfer on the Closing Date, as defined in Section 2 of this Donation Agreement, via easement and ancillary transfer documents to be prepared by Donee's attorneys. Risk of loss shall remain with the Donor until the Closing.
- E. Further Assurances. Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Donation Easement and shall use their best efforts to close in a timely manner.

### **SECTION 2: Closing**

- A. This transaction shall be closed and the easement delivered as soon as reasonably possible (the "Closing Date").

### **SECTION 3: Acknowledgments, Release and Indemnity.**

Donee acknowledges that it is accepting the Donation Easement solely in reliance on Donee's own investigation, and the Donation Easement 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 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, merchantability or fitness for a particular use or purpose, with respect to the Donation Easement or any matter related thereto, 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 Donation Easement, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- F. Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- 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 Donation Easement 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 Donation Easement.
- K. Title. The condition of title to the Donation Easement, 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 such Donation Easement.
- L. Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- M. Other Matters. Any other matter relating to the Donation Easement or to the acquisition, ownership, use, management, conveyance, encumbrance, development or operation of the Donation Easement, 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 or the condition of the Donation Easement, including without limitation (A) any matter set forth in Section 3 above, (B) the presence of hazardous materials on, under or about the Donation Easement (including but not limited to any undiscovered hazardous materials located beneath the surface of the Donation Easement), and (C) violations of any hazardous materials laws

pertaining to the Donation Easement 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 Donation and conveyance of the Donation Easement, 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 Dryden  
Attn: Ray Burger  
93 E. Main Street  
Dryden, NY 13053

With a copy to:

Nathan VanWhy, Esq.  
Coughlin & Gerhart, LLP  
99 Corporate Drive  
Binghamton, NY 13904  
Email: [NVanWhy@cglawoffices.com](mailto:NVanWhy@cglawoffices.com)

If to the Donor:


Ithaca IR Holdings, LLC  
Attn: Adam Slutsky  
83 Warren Avenue  
Boston, MA 02116

**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.

**DONEE:**  
TOWN OF DRYDEN

\_\_\_\_\_  
By: Jason Leifer, Supervisor

**DONOR:**  
ITHACA IR HOLDINGS, LLC

  
\_\_\_\_\_  
By: \_\_\_\_\_, \_\_\_\_\_

Adam Slutsky, manager of North Beacon Capital, its manager

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 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 2023 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

**EXHIBIT A**



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 56.-2-6 and 56.-2-5, all as more particularly bounded and described as follows:

BEGINNING at the intersection of the north line of New York State Route 366 with the west line of the Town of Dryden Easement recorded in the Tompkins County Clerk's office at Liber 486, Page 912; proceeding thence westerly along said north line for a distance of 105.4+/- feet to a point at the boundary of the lands owned by Cornell University; proceeding thence north for a distance of 12+/- feet along the boundary line of the lands owned by Cornell University; proceeding thence easterly along a line parallel to the north line of New York State Route 366 to the said west line of the Town of Dryden Easement; proceeding thence south 12+/- feet to the point or place of beginning.

**EXHIBIT B**

## PERMANENT 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 Sewer Benefit District SS8, and such additional sewer districts as presently exist or may be formed within the Town of Dryden (collectively, the “**Grantee**”), and Ithaca IR Holdings, LLC, a limited liability company under the laws of the State of Delaware and having offices at 83 Warren Avenue, Boston, MA 02116 (the “**Grantor**”).

Grantor is the owner of certain parcels of land identified as Tax Parcel numbers 56.-2-6 and 56.-2-5, 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, sanitary sewer collection lines, mains, force mains, and other ancillary infrastructure for the use, operation and maintenance of 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 56.-2-6 and 56.-2-5, all as more particularly bounded and described as follows:

BEGINNING at the intersection of the north line of New York State Route 366 with the west line of the Town of Dryden Easement recorded in the Tompkins County Clerk’s office at Liber 486, Page 912; proceeding thence westerly along said north line for a distance of 105.4+/- feet to a point at the boundary of the lands owned by Cornell University; proceeding thence north for a distance of 12+/- feet along the boundary line of the lands owned by Cornell University; proceeding thence easterly along a line parallel to the north line of New York State Route 366 to the said west line of the Town of Dryden Easement; proceeding thence south 12+/- feet to the point or place of beginning.

**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 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 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 sanitary sewer mains, laterals, collectors, lines and pipes, and other and related appurtenances and devices.

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 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, sanitary sewer collection lines, mains, force mains, and other ancillary infrastructure for the use, operation and maintenance of 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. 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.

2. 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 with the same or similar species of tree, of a size not less than one and a half inch caliber measured at diameter breast height, and also replacing any fencing removed or damaged, subject to any changes in the Premises permitted by the exercise of the rights granted by this easement.

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

4. 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.

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

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

7. 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.

(Signature page follows)

**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.

**ITHACA IR HOLDINGS, LLC**

**TOWN OF DRYDEN**

By: \_\_\_\_\_  
Adam Slutsky, manager of North Beacon  
Capital, the manager of Ithaca IR Holdings, LLC

By: \_\_\_\_\_  
Jason Leifer, Town Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, personally appeared Adam Slutsky, 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.:

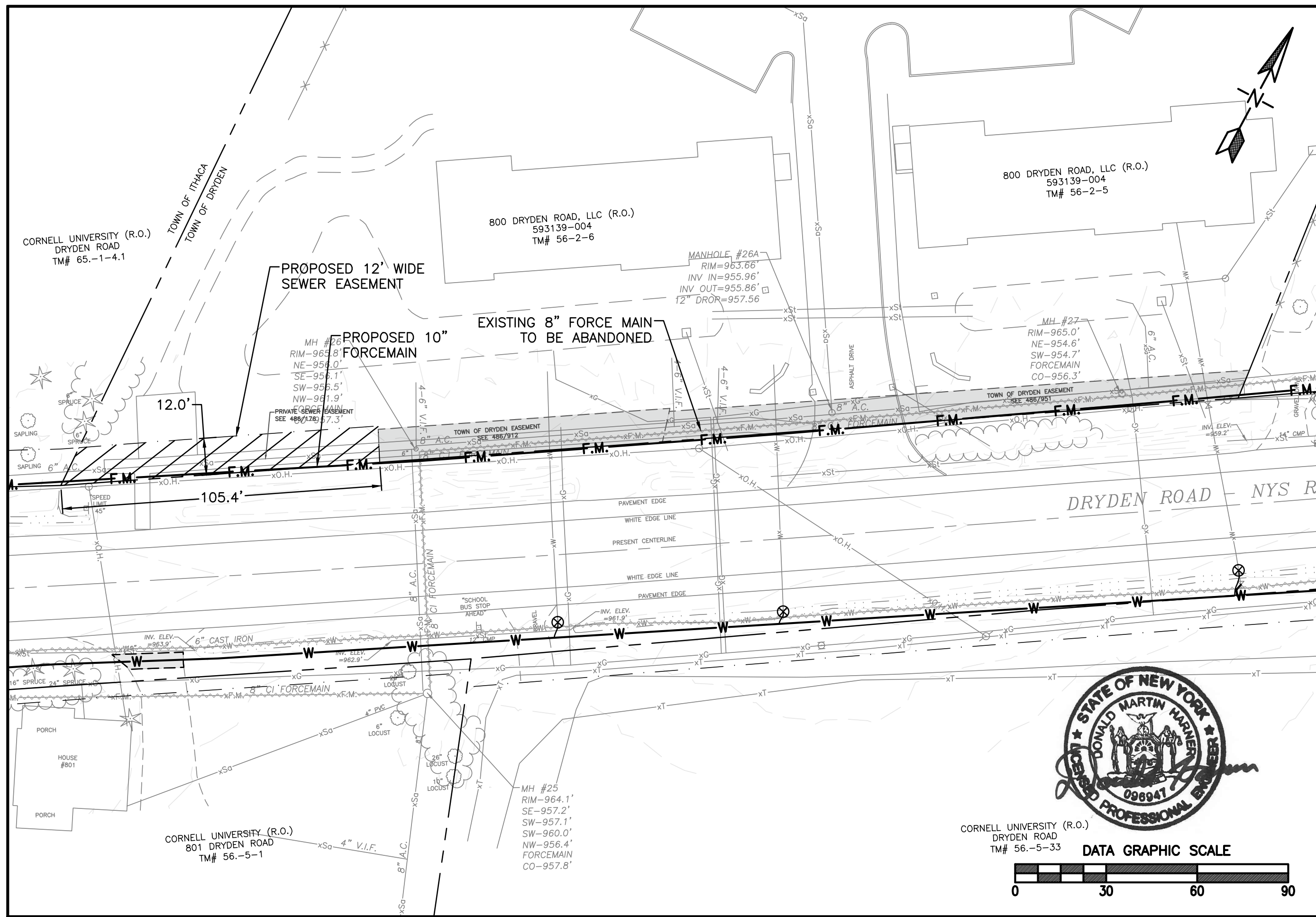
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared Jason Leifer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that 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 EASEMENTS**  
**DRYDEN ROAD**  
 TOWN OF DRYDEN, TOMPKINS COUNTY, NEW YORK



CORNELL UNIVERSITY (R.O.)  
 DRYDEN ROAD  
 TM# 56.-5-33

**DATA GRAPHIC SCALE**



**SHEET TITLE**

**SCHEDULE A  
 PERMANENT  
 EASEMENT MAP**

DATE: 9/15/2023	JOB No. E20-02
SCALE: AS SHOWN	
DRAWN BY: PJK	SHEET
CHECKED: DMH	10F1



**CERTIFICATE OF AGENCY AND AUTHORITY**

The undersigned, being the duly authorized agent of Ithaca IR Holdings, LLC, a limited liability company under the laws of the State of Delaware and having offices at 83 Warren Avenue, Boston, MA 02116 (“ITHACA IR”), 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 Sewer Benefit District SS8, and such additional sewer districts as may currently exist or will be formed within the Town of Dryden (the “Town”), as follows:

1. I have been duly authorized pursuant to the operating agreement of ITHACA IR and/or by action of its members to execute that certain Permanent 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 56.-2-6 and 56.-2-5, 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 ITHACA IR. 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.

**ITHACA IR HOLDINGS, LLC.**

By: \_\_\_\_\_  
Adam Slutsky, manager of North Beacon Capital, the manager of Ithaca IR Holdings, LLC

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