



Tompkins County Clerk Recording Page

Return To

CLOSING USA LLC
FED EX 6728 2417 0243

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **AGREEMENT - DEED**

Receipt Number: 16-125882

Grantor (Party 1)
CORNELL UNIVERSITY

Grantee (Party 2)
CAYUGA MEADOWS HOUSING DEVELOPMENT FUND COMPANY INC

Fees	
Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$35.00
State Surcharge	\$20.00
Notation Fee	\$0.50
Total Fees Paid:	\$80.50

Transfer Amt: \$1.00

Instrument #: 2016-04864
Transfer Tax #: 001605

Property located in **Town of Ithaca**

Refers To
deed

State of New York
County of Tompkins

Recorded on May 6th, 2016 at 2:11:23 PM with
a total page count of 7.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

Stormwater Facility Construction and Maintenance Agreement

effective

This Stormwater Facility Construction and Maintenance Agreement (the "Agreement") dated as of May 5, 2016 is made by and between Cornell University, an education corporation chartered by the State of New York, c/o Real Estate Department, Box DH-Real Estate, Ithaca, New York 14853 ("Cornell") Cayuga Meadows Housing Development Fund Company, Inc., a New York not-for-profit corporation ("HDFC") and CV at Cayuga Meadows, LLC, a New York limited liability company ("Developer"), both with offices at 1000 University Avenue, Suite 500, Rochester, New York 14607.

WHEREAS, Cornell University is contracted to sell to HDFC, the nominee for Developer, a parcel of vacant land shown as "Lot 1" on Subdivision Map: Cayuga Meadows Senior Housing Development prepared by Passero Associates, dated February 2016 (being recorded concurrently herewith), which parcel will be developed by Developer as a multifamily apartment complex to be known as Cayuga Meadows ("Cayuga Meadows");

WHEREAS, Developer received final site plan and final subdivision approval for Cayuga Meadows (the "Approval") from the Town of Ithaca Planning Board by resolution number 2013-046 dated November 22, 2013; and

WHEREAS, such Approval was granted conditionally upon the construction, maintenance and implementation of approved stormwater facilities and/or other stormwater management practices, submission of stormwater inspection reports, and an agreement with the Town regarding the same;

WHEREAS, the parties have agreed that certain of said approved stormwater facilities will be sited on Cornell's remaining lands, as shown on the Subdivision Map;

WHEREAS, in furtherance of the Approval, Cornell has provided the Town with the permanent stormwater easement and right of way over a portion of the lands being retained by Cornell and, together with Developer, has entered into an Operation, Maintenance and Reporting Agreement with the Town of Ithaca (the "O&M Agreement") which stormwater easement and O&M Agreement are both being recorded concurrently herewith;

WHEREAS, the O&M Agreement requires Developer and Cornell to remain jointly and severally liable for the construction, maintenance, inspection and reporting obligations associated with the approved stormwater facilities to be located on Cornell's land;

WHEREAS, as a condition of providing the stormwater easement and entering into the O&M Agreement, Cornell requires HDFC as fee owner and Developer as beneficial owner of Lot 1, their successors and assigns, to assume sole responsibility for the construction, maintenance, inspection and reporting obligations related to said stormwater facilities and otherwise perform all of Cornell's obligations under the O&M Agreement.

Now, therefore, the parties agree as follows.

.....

Record & Return to:
L. Lynn Rathjen
Closing USA, LLC
903 Elm Grove Road
Rochester, NY 14624

-
1. Assumption of O&M Agreement Responsibilities. Cornell hereby grants to HDFC and Developer and to their authorized agents a license to enter the stormwater easement premises as described in Exhibit ~~B~~^A (the "Premises") to perform all of the obligations of Developer/Cornell described in the O&M Agreement. HDFC and Developer hereby jointly and severally assume sole responsibility for all such O&M Agreement obligations and shall perform such obligations at their sole expense.
 2. Developer Responsibilities. Developer shall:
 - A. Upon completion of any work on the Premises, remove all debris and refuse and restore the Premises to a neat condition.
 - B. Provide Cornell with reasonable prior notice before commencing construction, maintenance, or inspection activities within the Premises.
 - C. Procure and maintain, at its expense, liability insurance coverage in amounts and with insurers reasonably acceptable to Cornell insuring all services, work activities and contractual obligations undertaken in this Agreement. All liability policies shall name Cornell as an additional insured. Developer shall require its agents to carry appropriate insurance; to the extent that such agent insurance does not apply to any claim arising out of agent's access to or work on the Premises, Developer's insurance shall become primary for the claim. Developer must provide a certificate of insurance to Cornell prior to commencing any work upon the Premises.
 - D. Developer shall not allow any claim, lien or other encumbrance arising from its use of the Premises to accrue against or attach to any of Cornell's property, but if any lien or notice of lien is so filed, Developer shall cause the responsible party to promptly bond and discharge any lien or notice of lien that may be so filed. Developer and Cornell shall each provide the other with timely written notice of any lien so filed of which either party has notice.
 3. HDFC Responsibilities. To the extent that Developer fails to perform any of its above-described responsibilities after fifteen (15) days notice and opportunity to cure, HDFC shall cause Developer to cure such breach or shall assume responsibility for curing the same within an additional fifteen (15) days. Should Developer dissolve, file for bankruptcy, become insolvent, have its any or all of its assets or its business taken by any trustee, receiver, or other person pursuant to any judicial proceedings, make a general assignment for the benefit of its creditors or have a receiver or trustee appointed in liquidation, then HDFC shall assume sole responsibility for Developer's obligations hereunder.
 4. Indemnification. The Developer and HDFC shall jointly and severally indemnify Cornell, its trustees, employees, and agents against any claims, causes of action, liabilities, injuries, losses, damages, judgments or expenses of any kind (including reasonable attorneys' fees) resulting from the negligent acts or omissions of HDFC,

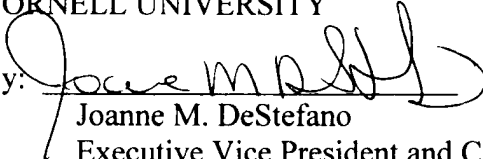
Developer, their employees or agents, from Developer's failure to perform the obligations stipulated in the O&M Agreement, or from HDFC or Developer's breach of this Agreement.

- 5. HDFC and Developer may jointly assign their rights, duties, and obligations hereunder to any successor entity that acquires ownership of the Cayuga Meadows Senior Housing project upon thirty (30) days prior written notice to Cornell.
- 6. Any changes to these requirements shall only be made in writing and agreed upon by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

Date

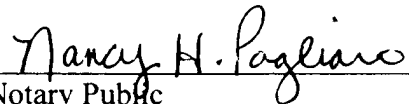
CORNELL UNIVERSITY

By: 
Joanne M. DeStefano
Executive Vice President and CFO

STATE OF NEW YORK :
COUNTY OF TOMPKINS : ss.:

On the 9th day of March in the year 2016 before me, the undersigned, personally appeared Joanne M. DeStefano, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NANCY H. PAGLIARO
Notary Public, State of New York
No. 2503287
Qualified in Tompkins County
Commission Expires November 30, 2017



Notary Public

Additional signature page follows

CAYUGA MEADOWS HOUSING
DEVELOPMENT FUND COMPANY, INC.

Date

By: Cheryl Stulpin
Cheryl Stulpin
Vice President

CV AT CAYUGA MEADOWS, LLC
By: Cayuga Meadows, Managing Member, LLC
By: Conifer Realty, LLC

Date

By: Cheryl Stulpin
Cheryl Stulpin
Senior Vice President

STATE OF NEW YORK :
COUNTY OF MONROE : ss.:

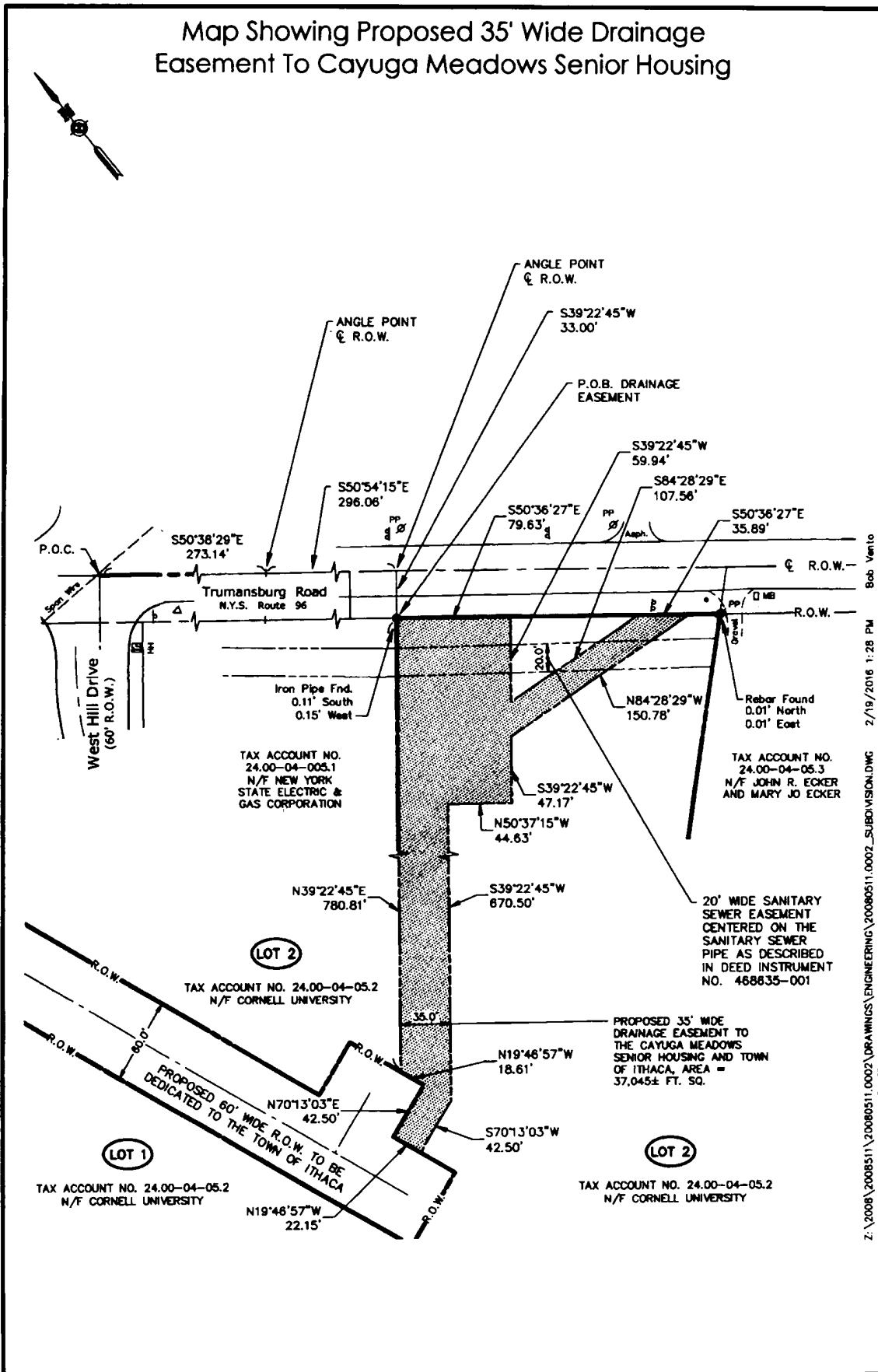
On the 15 day of March in the year 2016 before me, the undersigned, personally appeared Cheryl Stulpin personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Heather Salatino
Notary Public


HEATHER SALATINO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN MONROE COUNTY
COMMISSION EXPIRES APRIL 17, 2019

EXHIBIT A

Map Showing Proposed 35' Wide Drainage Easement To Cayuga Meadows Senior Housing



Z:\2008\20080511\20080511\0002\DRAWINGS\ENGINEERING\20080511.0002.SUBMISSION.DWG 2/19/2016 1:28 PM Bob Vento

<p>Passero Associates</p> <p>242 West Main St., Suite 100, Rochester, NY 14614 585-325-1000 FAX: 585-760-8580 www.passero.com</p> <p>Engineering Surveying Architecture Planning</p> 	<p>CAYUGA MEADOWS SENIOR HOUSING DEVELOPMENT</p> <p>TRUMANSBERG ROAD ITHACA, NY 14850</p>	<p>Client: CONIFER REALTY LLC 183 EAST MAIN STREET ROCHESTER, N.Y. 14604</p>	<p>Scale: 1"=80'</p> <p>Date: 02-17-2016</p> <p>PIC: John Caruso, P.E.</p> <p>PM: Rob A. Vento, PLS</p> <p>Drafted By: R.D.C.</p> <p>Project No. 20080511.0002</p>
--	---	--	---