

AGREEMENT

This Agreement made this **23rd** day of **March, 2023**, by and between **Katie and Geoffrey Fisher**(collectively, "Fisher"), 211 N. Sunset Drive, Ithaca, NY, and **David Roberts** ("Roberts"), 604 Cayuga Heights Rd., Ithaca NY, and **Robert Scharf** ("Scharf") , 600 Cayuga Heights Rd., Ithaca, NY, (collectively, the "Parties") is intended to memorialize the understanding of the parties hereto with regard to the relocation of a private sewer line, and the eventual amendment of a recorded easement pertaining thereto, previously recorded with the Tompkins County Clerk's office at Liber 452 and page 447, a copy of which is attached hereto and made a part hereof.

WHEREAS, Fisher is the owner of a certain property, commonly known as 211 N. Sunset Drive, Ithaca NY, on which Fisher intends to construct a single-family residence; and

WHEREAS, said property at 211 N. Sunset Drive, Ithaca NY is the subject of a private sewer easement, as referred to and more particularly described above, which currently services the properties owned by Roberts at 604 Cayuga Heights Rd., Ithaca, NY and Scharf at 600 Cayuga Heights Rd., Ithaca, NY; and

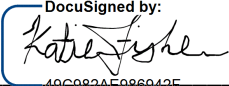
WHEREAS, the parties hereto consent to the relocation of that portion of the sewer line that is located on the property of Fisher at 211 N. Sunset Drive, Ithaca, NY to facilitate the construction of Fisher's desired residence on that property and its eventual connection, in addition to the properties of Roberts and Scharf, to the newly relocated sewer line; and

NOW, THEREFORE, the parties agree as follows:

- 1) The anticipated work will begin at the end of March, 2023, or as near thereafter as possible.
- 2) The disruption of sewer services to the properties of Roberts and Scharf should only last a few hours and all efforts will be made by Fisher, or their agents, to minimize the period during which services are interrupted.
- 3) During any period of disruption, the Parties will be unable to use sinks, showers, toilets or other utilities that will drain into the sewer lines.
- 4) The Parties will be given notice 48 hours in advance of work being commenced by Fisher or their agents which will disrupt sewer service to the property of Roberts and Scharf.
- 5) The newly relocated sewer line will continue service the properties of Roberts and Scharf and will also service the newly constructed property of Fisher at 211 N. Sunset Drive, Ithaca, NY.

- 6) Upon completion of the work to relocate the sewer line and attached the residence constructed by Fisher, the Parties should notice no change in the functionality of the sewer line or its service.
- 7) The Parties agree that, once the final location of the relocated sewer line is determined, a survey will be prepared detailing that location and a new "Easement Agreement" will be prepared and executed by the Parties for recording in the Tompkins County Clerk's office. Said future Easement Agreement shall be binding upon the Parties, their heirs, successors in interest and assigns, and shall run with the ownership of their respective properties.
- 8) At all times during the pendency of this Agreement and any future Easement Agreement executed by the Parties, each individual party shall be responsible for repairing any damage, obstruction or breach that takes place on their respective property, unless such damage, obstruction or breach is the result of the specific, identifiable action by another party. If the damage, obstruction or breach is the result of the specific, identifiable action of another party, or of an unrelated third party, the party that caused such damage, obstruction or breach shall be responsible for its timely and proper repair.
- 9) In the event that any portion of the sewer line is damaged, obstructed or breached, whether by a party to this Agreement or an unrelated third party, the Parties agree that they shall cooperate with all reasonable efforts to repair the sewer line and shall not prevent, impede or otherwise obstruct any reasonable effort to repair the sewer line, and any surface area, to the condition it was in immediately prior to any such damage, obstruction or breach.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the date first set forth above.

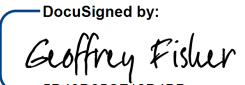
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Katie Fisher

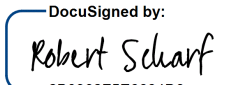
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David Roberts

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Geoffrey Fisher

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Robert Scharf