

GRANT OF WATERMAIN EASEMENT AND RIGHTS-OF-WAY FROM ASBURY FARM LLC TO TOWN OF LANSING AND LANSING CONSOLIDATED WATER DISTRICT

THIS INDENTURE is made the 19th day of August, 2026, by and between **ASBURY FARMS LLC**, a New York State limited liability company with offices at 381 Hagadorn Hill Road, Spencer, New York 14883 ("Grantor"), and the **TOWN OF LANSING**, an incorporated municipal subdivision of the State of New York, having its principal office at 29 Auburn Road, Lansing, New York 14882 ("Town").

WITNESSETH that the Grantor, in consideration good and valuable consideration duly delivered by the Town, does hereby grant and release unto the Town, its successors and assigns, the following described rights in and to the following described parcels and gores of lands:

A RIGHT-OF-WAY AND EASEMENT to lay, construct, operate, maintain, alter, repair, remove, replace, and change the size of municipal water mains, service lines, and pipes, and all hydrants, valves, pressure stations, meter pits, curb boxes, and appurtenances and parts necessary or desirable therefor, and further including the right to improve the easement areas described below with gravel drives, parking areas, or similar roadway improvements subject, in each case, to the allowed use thereof by the Grantor as well (all hereafter the "Facilities"), together with the rights of free ingress and egress in, over, upon, and under the below-described lands, such lands being and denoting the areas of the permanent easements and rights-of-way, as located in a parcel of land situate in the Town of Lansing, County of Tompkins, New York, being a portion of the property known as Town of Lansing Tax Parcel Number 39.-1-12.2 and being an area shown upon an easement map entitled "EASEMENT FOR WATER OVER LANDS OF LUCENTE HOLDINGS FARRELL, SCOFIELD AND ASBURY ROADS, TOWN OF LANSING CONSOLIDATED WATER DISTRICT TOMPKINS COUNTY, NEW YORK," as drawn by T.G. Miller P.C. and dated August 3, 2026, a portion of such is reproduced as part of this instrument and attached as Exhibit A.

The easement area is more specifically a 10' wide extension of the existing waterline easement (Instr. #2015-07427) running from and adjacent to the northerly line of the existing easement to the north for 10' along the entire length of the waterline from the boundary to the west with lands of Carpenter (R.O. Instr. # 2019-13606) to a calculated point where the said waterline turns northerly in parallel with the old (now abandoned) Scofield Road running northerly to Asbury Road (herein, the "Easement Area").

BEING the purpose of said easement and right-of way to convey rights to the Town for the purposes of maintaining, protecting, and improving such Facilities and benefitting any existing water benefit or improvement district or area, including by the installation and maintenance of the driveway and parking and staging areas crossing the culvert and running within the Easement Area.

AND FURTHER WITNESSETH that the Grantor further covenants and agrees as follows:

1. No buildings or structures shall be placed or constructed within the Easement Area (except for driveways, roads, and buildings or structures authorized by permits and approvals issued by the Town) that will in any way interfere with complete access by the Town to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any facilities permitted by this instrument. Further, and except for trees or other plants to be installed and maintained on or beneath the surface of the in accordance with permits and approvals issued by the Town, no trees or other plants will be planted or cultivated that may interfere with access to or the use of the easement and easement areas by the Town.
2. Except to the extent necessary for the construction, use, and maintenance of buildings and other improvements authorized by permits and approvals issued by the Town, Grantor shall not: (i) engage in, permit, or allow any mining, excavation, construction or blasting within the Easement Area(s); or allow, suffer, or permit by acts or omissions any actions or conduct that directly or indirectly block, obstruct, or interfere with the ingress, egress, and use rights of the Town.
3. Grantor may not authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities or these easements and rights-of-way, except in strict accordance with the written approval of the Town. All easements and covenants herein are and shall be and be deemed and construed

individually and collectively as material obligations of the Grantor, neither subject to expiration, abandonment, nor judicial termination as contemplated by Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation).

4. Recitations of rights, duties, responsibilities, or obligations herein shall not be construed in any manner as to limit any secondary or implied easement rights arising naturally from these easements and rights-of-way, and nothing in this document waives, relinquishes, or limits any secondary rights as are now, or as may hereafter become, necessary to fulfill the purposes of these easements, including but not limited to the maintenance of public infrastructure. All secondary easements and rights reasonably or necessarily implied by this Instrument shall be presumed to exist when reasonably required to give effect to the purposes of this Instrument, and any party or third party seeking to oppose or limit the same shall have the burden of proving the contrary.

5. The easement and rights-of-way hereby granted run in favor of the Town and its employees, officers, contractors, and agents, and these rights and this instrument are fully assignable by the Town to any successor or assign, including any existing or future improvement district(s), without prejudice or recourse by Grantor. Further, to the extent any public or private streets or highways exist upon, adjacent to, or in proximity to the Easement Area(s), it shall be presumed that the Town shall have an unfettered and indefeasible right to enter upon and use such roadways pursuant to and in furtherance of the purposes of these easements and rights-of-way.

TO HAVE AND TO HOLD said rights-of-way and easements unto the Town and its Consolidated Water District, to run with the land forever

SUBJECT TO the obligation of the Town, all times when it enters the Easement Area for any purpose related to this instrument, to leave the easement area and surrounding lands in a neat and presentable condition, returning the same and the grade thereof as nearly as practicable to its pre-entry condition, including re-seeding where required.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument as of the day and year set forth above.

IN PRESENCE OF:

ASBURY FARM LLC

By _____
Stephen P. Lucente, President and
Authorized Manager

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of August in the year 2026, before me, the undersigned, personally appeared STEPHEN P. LUCENTE, 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

Easement Mapping

