

## TRAILWAY RIGHT-OF-WAY AND EASEMENT

**THIS INDENTURE** is made the \_\_\_ day of June, 2026 by and between **REA-YOUNG LLC**, a New York limited liability company with offices at 294 Skinner Creek Road, Port Allegany, PA 16743 and **BARNETT-YOUNG LLC**, a New York limited liability company with offices at 106 East Shore Circle, Ithaca, New York 14850, hereafter severally and together, the “Grantor,” and the **TOWN OF LANSING**, a New York municipal corporation having its principal office at 29 Auburn Road, Lansing, New York 14882, hereafter the “Town” or the “Grantee.”

**WITNESSETH:** that the Grantor, in consideration of good and valuable consideration in hand paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns, **A NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT** to survey, construct, use, operate, manage, improve, maintain, and repair, a 20'-wide pedestrian and recreational trail, walkway, or pathway, whether or not located along or within the bounds of any highway, future designated highway, or other type of 'paper road' (all herein, “Trail”), as further described below (the “Easement Areas”), all as located upon or within a certain parcel of land situate in the Town of Lansing, County of Tompkins and State of New York, being a portion of the property known as Town of Lansing Tax Parcel #31.-1-11.22 pursuant to a map entitled “SURVEY MAP SHOWING THE ESTATE OF NORMA N. SILL, LOCATED AT 113 BOWER ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK” by Ian M. Sheive LLS, dated May, 2024 and recorded July 26, 2024 in the Tompkins County Clerk’s Office as Instrument #2024-07034 (the “Survey”).

Said Easement Area being more particularly bounded and described on the **Schedule A** attached hereto and incorporated herein.

**BEING** the purpose of this instrument and this easement and right-of way to forever transfer and convey rights to the Grantee for the purposes of using, operating, managing, improving, maintaining, protecting, and repairing such Easement Areas to provide for public use and transportation, including as trails and further including rights of free ingress and egress for such purposes in, over, under, and upon the Easement Areas, including as respects the following rights and conditions:

1. The Easement Areas shall be marked by signage to help ensure users and others stay within the Easement Areas; such signage to be prepared, installed, and maintained by and at the cost of Grantee
2. The Grantee may improve the surface of the Trails and the Easement Areas with such surface finishes and supporting sub-bases as the Grantee determines are allowed and appropriate, and the Grantee may construct and place structures or appurtenances in the Easement Areas as are reasonably ancillary to Trails, such as, but not limited to, exercise stations, benches, and waste receptacles.
3. The Grantee may remove trees, plant growth, and other obstructions from the Easement Areas by physical or chemical means as necessary or appropriate for the use and enjoyment of the Trail and Easement Areas.

**AND AS TO THE ABOVE GRANTS AND EASEMENT AREAS**, the Grantor does covenant and agree that:

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 Grantee) that will in any way interfere with complete access by the Grantee to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of Trails and any related facilities permitted by this instrument. Further, and except for trees or other plants to be installed and maintained in accordance with permits and approvals issued by Grantee, no trees or other plants will be planted or cultivated that may interfere with access to or the use of the easement rights and Easement Area by the Grantee or the users of such Trail.
2. Except to the extent necessary for the construction, use, and maintenance of buildings, utilities, and other improvements authorized by permits and approvals issued by Grantee (whether or not directly related to the Easement Areas), Grantor shall not: (i) engage in, permit, or allow any mining, excavation, construction or blasting within the Easement Area; or (ii) 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 Grantee, or the use of the Trail by the public. Nor may Grantor allow, authorize, encourage, or engage in any conduct that directly or indirectly blocks, obstructs, or interferes with the use, enjoyment, improvement, ingress, and egress rights of Grantee and its permittees, successors, assigns, users, employees, contractors, and agents.

3. Grantor may not authorize, undertake, or permit the alteration, abandonment, modification, demolition, discontinuation of, or interference with, any Trail, trail facilities or improvements, or these easements and rights-of-way, except in strict accordance with the written approval of the Grantee, which approval may be withheld for any or no reason, without recourse.

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 that are now, or 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 herein granted run in favor of the Grantee and its employees, officers, contractors, and agents, and these rights and this instrument are fully assignable by the Grantee to any successor or assigns, including any existing or future improvement district(s) (such as a sidewalk or park district, etc.), without recourse by or the approval of Grantor. Further, to the extent any public or private streets or highways exist upon, adjacent to, or in proximity to the Easement Area, it shall be presumed that the Grantee shall have an unfettered and indefeasible right to: (i) enter upon and use such roadways pursuant to and in furtherance of the purposes of these easements and rights-of-way; and (ii) further dedicate the Easement Area, and any other lands in which Grantee has sufficient rights, as roads, enhanced trails, transportation ways, or as highways.

**AND THE GRANTOR AND GRANTEE** further recognize and agree that the Easement Area functions also as rights-of-way and that, whenever required by any change in conditions or circumstances, or to accommodate needed trail replacements, maintenance, or repairs, the Trail may be relocated in any one or more areas or routes that will continue a single, connected Trail passing over and through the Easement Area. In such event, the Grantee and Grantor shall work together to maintain a connected trail and transportation way to be reasonably selected by Grantee, shall discern who has the need to relocate the trail and apportion the expenses of relocation accordingly, in each case after receiving and fairly considering the input of any lawful occupants or tenants of the lands depicted upon the Survey.

**IN CONSIDERATION OF THE GRANTS AND RIGHTS IN THE EASEMENT AREAS**, the Grantor does agree, and the Grantee does also covenant and agree, as follows:

1. The Grantee will give notice to the Grantor (and any underlying landowner) within a reasonable time, and in all cases not less than 36 hours, before any entry into Easement Areas for the purpose of undertaking any significant construction, installation, or repair operations. The Easement Area and all signage shall be regularly cleaned and maintained upon schedules as Grantee determines are appropriate for the nature and frequency of use.

2. Lands not within the Easement Areas may not be used or disturbed for any purpose without appropriate permission or license from the landowner, and no trespass over adjacent lands is permitted or allowed under this instrument.

3. The Grantee will properly guard and protect all installations and construction sites during the installation of any permitted improvements in the Easement Areas, and thereafter regularly and properly maintain and repair such improvements when and as required in accordance with best standards and practices for the maintenance of transportation ways and municipal trails. At the close of any installation, construction, excavation, or repair activities, the Grantee shall restore the Easement Area and all land contours to reasonably match nearby lands (if possible), and whenever Grantee shall enter or use the Easement Area, Grantee shall restore the land and all adjacent areas to their pre-entry conditions, including levelling and reseeded with grasses, where required.

**IT BEING FURTHER COVENANTED AND AGREED**, that: (i) all covenants, easements, and rights-of-way herein conveyed or granted are deemed and construed individually and collectively as material obligations of the respective parties, neither subject to expiration, abandonment, nor judicial termination as contemplated by the Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation); and (ii) this instrument may be enforced by, and the violation or threatened violation thereof prevented by, injunction or other appropriate legal or equitable relief, but the sole remedy of any aggrieved party or third party shall be limited to monetary relief, or equitable relief that does not terminate or limit this instrument or the privileges and rights herein granted or conveyed to Grantee; and (iii) the invalidity of any part or portion of this instrument shall not invalidate or limit any other part or portion hereof, nor any other of the other covenants, conditions, or requirements as set forth herein.

**TO HAVE AND TO HOLD** said easement and right of way unto the Grantee, its successors and assigns, forever; it being the intent of the Grantor and the Grantee that these easements and rights-of-way shall now and forever hereafter run with the land.

**THIS INSTRUMENT** may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**IN PRESENCE OF:**

**BARNETT-YOUNG LLC**

\_\_\_\_\_  
By: John F. Young, Member

\_\_\_\_\_  
By: Susan M. Barnett, Member

**REA-YOUNG LLC**

\_\_\_\_\_  
By: James R. Young, Member

\_\_\_\_\_  
By: Julie R. Young, Member

**TOWN OF LANSING**

BY: \_\_\_\_\_  
Ruth Groff, Town Supervisor

*Notarial Pages Follow*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of August in the year 2024 before me, the undersigned, personally appeared James R. Young and Julie R. Young, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of August in the year 2024 before me, the undersigned, personally appeared John F. Young, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of August in the year 2024 before me, the undersigned, personally appeared Susan M. Barnett, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of August in the year 2024 before me, the undersigned, personally appeared Ruth Groff, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of August in the year 2024 before me, the undersigned, personally appeared Ruth Groff, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## SCHEDULE A

### TRAILWAY EASEMENT AND RIGHT-OF-WAY UPON TPN 31.-1-11.22

**ALL THAT TRACT OR PARCEL OF LAND** situate in Town of Lansing, County of Tompkins, State of New York, being bounded and described as follows:

**BEGINNING** at a point at the southeastern corner of the grantor's lands marked by a ¾" rebar set with a cap, said point is also the northeastern corner of lands of the Town of Lansing (TPN 31.-1-16.2) and is located along the western boundary of the lands of New York State Urban Development Corp. (TPN 31.-1-13);

Running thence N 02°58'19" W a distance of 1,421.20' along the western boundary of TPN 31.-1-13 to a point on the southern right-of-way line of Bower Rd marked by a tall 4" metal post;

Running thence westerly along the southern right-of-way line of Bower Rd to a point that is 20' westerly on a line that is orthogonal to the grantor's eastern boundary to a point on the southern right-of-way line of Bower Rd;

Running thence S 02°58'19" E, in a line parallel to and 20' west of the eastern line of the grantor's lands to a point in the northern boundary line of TPN 31.-1-16.2;

Running thence easterly, along the northern boundary of TPN 31.-1-16.2 to the point and place of beginning.

**TOGETHER WITH** an additional 10' wide strip adjoining the above-described trailway easement directly to the west, for occasional trailway maintenance.

**SUBJECT TO** covenants, restrictions, easements and encumbrances of record.

It is the intention of this description to create a 20' wide trailway easement and a 10' wide trailway maintenance easement along the grantor's eastern boundary along and adjacent to the public right-of-way of Bower Rd.