

**THE TOWN OF CANANDAIGUA
PERMANENT WATERMAIN & TRAIL EASEMENT**

The undersigned Owner ("Owner"), in consideration of \$1.00 and other good and valuable consideration paid by the Town of Canandaigua, New York, the receipt whereof is acknowledged, hereby grant to the Town of Canandaigua, ("Town"), a municipal corporation maintaining offices at 5440 Routes 5 & 20 West, Canandaigua, New York 14424, within the County of Ontario, New York,

A **PERMANENT EASEMENT** for water and utility transmission equipment over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more lines of pipe and utilities, along with connections and appurtenances thereto, at or below ground level, for the collection, transmission, transportation and distribution of water and for utilities and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

To have and to hold the easement and right-of-way unto the Grantee and its successors and/or assigns forever.

A **PERMANENT EASEMENT** for a hiking/biking trail and right-of way in, under, and along the Easement Area described below and/or as otherwise illustrated on any attached maps for the purposes of constructing, maintaining, and operating a permanent hiking/biking trail right-of-way for use of the general public, whether by pedestrian traffic, by devices intended to assist the disabled, by human powered vehicles or by animals and for the purpose or building, constructing, maintaining, using, operating, repairing, reconstructing and removing said hiking/biking trail and Easement Area, keeping the hiking/biking trail open and accessible, and inspecting the hiking/biking trail from time to time together with the right of the Town, its officers, employees, agents, servants or contractors, and of the general public, of ingress and egress to enter upon and along the Easement Area for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

To have and to hold the easements and rights-of-way stated above unto the Town and its successors and/or assigns forever.

Description of Easement Area:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Canandaigua, County of Ontario and State of New York, as shown on a map entitled " Permanent Easement to the Town of Canandaigua", designated as Map 1, Parcel 1, prepared by MRB/group and dated July, 2019, and bounded and described as follows:

Beginning at a point on the existing common division line between TMP 55.02-3-119.100 and TMP 55.02-2-14.000, being 2.5' easterly of the existing northwesterly property boundary corner of the TMP 55.02-2-14.000, said point being the southwesterly corner of the proposed permanent easement described below; thence

1. Northerly, through the lands of the last mentioned TMP, being perpendicular to the existing northerly property boundary of the last mentioned TMP, a distance of 3.5' to a point of curvature; thence
2. Along a curve to the left, having a radius of 165.0', through a central angle of 065°22'17", a distance of 188.3' to the point of tangency; thence

3. N75°24'37"W a distance of 275.5' to a point of curvature; thence
4. Along a curve to the right, having a radius of 235.0', through a central angle of 041°53'26", a distance of 171.8' to the point of tangency; thence
5. N36°07'01"W a distance of 990.0' to a point of curvature; thence
6. Along a curve to the right, having a radius of 435.0', through a central angle of 035°52'16", a distance of 272.3' to the point of tangency; thence
7. N00°00'00"E a distance of 615.2' to a point on the existing common division line between TMP 55.02-3-119.100 and TMP 55.02-3-117.300; thence
8. Southeasterly, along the last mentioned existing common division line a distance of 159.5'± to a point, said point being 70.0' from the previous boundary line as measured at a right angle; thence
9. S00°00'00"E through the lands of TMP 55.02-3-119.100, a distance of 471.9' to a point of curvature; thence
10. Along a curve to the left, having a radius of 365.0', through a central angle of 035°52'16", a distance of 228.5' to the point of tangency; thence
11. S36°07'01"E a distance of 989.7' passing through the existing southwesterly property boundary corners of TMP 55.02-3-996.130 and TMP 55.02-3-996.110 to a point of curvature; thence
12. Along a curve to the left, having a radius of 120.6', through a central angle of 041°53'26", a distance of 120.6' to the point of tangency; thence
13. S75°25'30"E a distance of 278.6' to a point of curvature; thence
14. Along a curve to the right, having a radius of 235.0', through a central angle of 034°46'09", a distance of 142.6' to a point on the existing common division line between TMP 55.02-3-119.100 and TMP 55.02-1-7.100; thence
15. Southerly, along the last mentioned existing common division line, a distance of 125.1' to a point being the existing southeasterly property boundary corner of TMP 55.02-3-119.100; thence
16. Westerly, along the existing common division line between TMP 55.02-3-119.100 and TMP 55.02-2-14.000, a distance of 15.3' to the point and place of beginning, containing 163,585± square feet of land, 3.82± acres, more or less.

Owner covenants with the Town that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against the claims of any persons.

Owner for itself, its agents, distributees, heirs, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of the Easement Area without the prior written consent of the Town.

The Town, its successors, assigns, agents or contractors may at any time remove any or all obstructions from the Easement Area, including trimming trees and shrubs.

Owner hereby releases the Town from all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted at any time hereafter.

IN WITNESS WHEREOF, the undersigned has caused this Easement to be duly executed on this 25 day of July, 2019

David J. Geneco

Leo Geneco & Sons, Inc.

President

Title

DAVID Geneco

Print Name

STATE OF NEW YORK)
COUNTY OF) ss.:

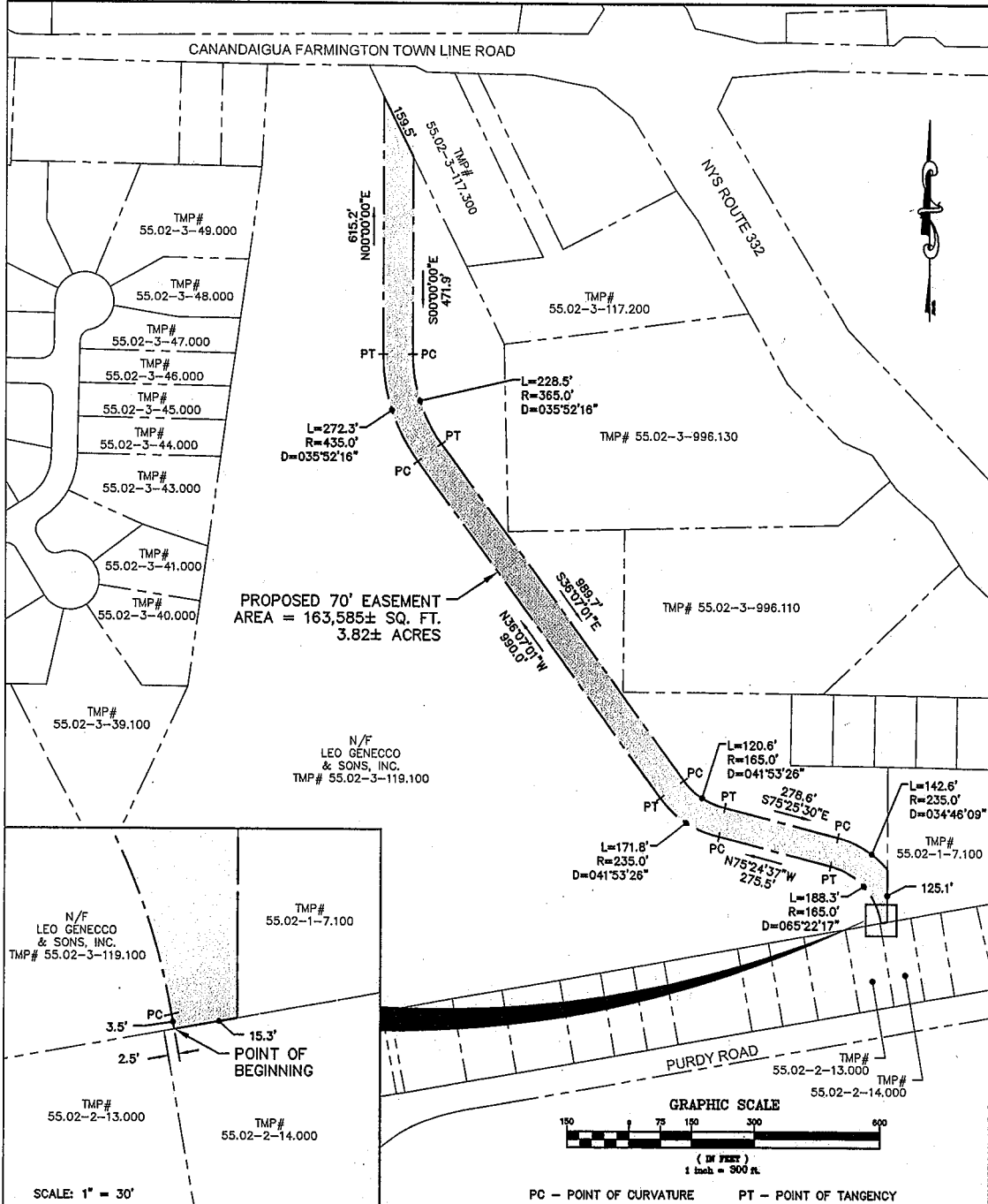
On the 25 day of July, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared , known to me or proved to me on the basis of satisfactory evidence to be the same individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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.

[Signature]

Notary Public

Susan K. Duggan
Notary Public, State of New York
No. 01DU6208220
Qualified in Monroe County
Commission Expires 06/22/2021

TAX MAP NUMBER 55.02-3-119.100 MAP No. 1
 OWNER N/F LEO GENECCO & SONS, INC. PARCEL No. P-1
 STREET ADDRESS CANANDAIGUA FARMINGTON TOWN LINE ROAD



**PERMANENT EASEMENT
 TO THE
 TOWN OF CANANDAIGUA
 ONTARIO COUNTY, NEW YORK**

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is in violation of Article 145, Section 7209, Subdivision 2 of the New York State Education Law.

Copies from the original of this survey map not marked with an original of the licensed land surveyor's inked seal or his embossed seal shall not be considered to be a valid true copy.

Certifications shown hereon shall run only to the person for whom the survey is prepared and, on his behalf, to the Title Company, Government Agency, and Lending Institution listed hereon, and to the assignees of the Lending Institution. Certifications are not transferable to additional institutions or subsequent owners.

Scale: AS SHOWN
 Date: 7/2019
 Project: 0610.16005

MRB group

Engineering, Architecture & Surveying, D.P.C.
 The Culver Road Annex, 145 Culver Road, Suite 160, Rochester, New York 14620
 Phone: 585-381-9250
 www.mrbgroup.com

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 MRB Group, D.P.C.
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**THE TOWN OF CANANDAIGUA
PERMANENT WATERMAIN & TRAIL EASEMENT**

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A **PERMANENT EASEMENT** for water and utility transmission equipment over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more lines of pipe and utilities, along with connections and appurtenances thereto, at or below ground level, for the collection, transmission, transportation and distribution of water and for utilities and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

To have and to hold the easement and right-of-way unto the Grantee and its successors and/or assigns forever.

A **PERMANENT EASEMENT** for a hiking/biking trail and right-of way in, under, and along the Easement Area described below and/or as otherwise illustrated on any attached maps for the purposes of constructing, maintaining, and operating a permanent hiking/biking trail right-of-way for use of the general public, whether by pedestrian traffic, by devices intended to assist the disabled, by human powered vehicles or by animals and for the purpose or building, constructing, maintaining, using, operating, repairing, reconstructing and removing said hiking/biking trail and Easement Area, keeping the hiking/biking trail open and accessible, and inspecting the hiking/biking trail from time to time together with the right of the Town, its officers, employees, agents, servants or contractors, and of the general public, of ingress and egress to enter upon and along the Easement Area for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

To have and to hold the easements and rights-of-way stated above unto the Town and its successors and/or assigns forever.

Description of Easement Area:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Canandaigua, County of Ontario and State of New York, as shown on a map entitled " Permanent Easement to the Town of Canandaigua", designated as Map 4, Parcel 1, prepared by MRB/group and dated July, 2019, and bounded and described as follows:

Beginning at the intersection of the westerly property boundary of TMP 55.02-2-14.000 with the existing northerly highway boundary of Purdy Road, said point being the southwesterly corner of the proposed permanent easement described below; thence

1. Northerly, along the existing westerly property boundary of TMP 55.02-2-14.000, a distance of 199.5'± to a point, said point being the existing northwesterly property corner of the last mentioned TMP; thence
2. Easterly, along the existing northerly property boundary of the last mentioned TMP, a distance of 75.0'± to a point, said point being the existing northeasterly property corner of the last mentioned TMP; thence

3. Southerly, along the existing easterly property boundary of the last mentioned TMP, a distance of 199.5'± to a point, said point being the existing southeasterly property corner of the last mentioned TMP; thence
4. Westerly, along the existing southerly property boundary of the last mentioned TMP, a distance of 75.0'± to the point and place of beginning, containing 15,032± square feet of land, 0.35± acres, more or less.

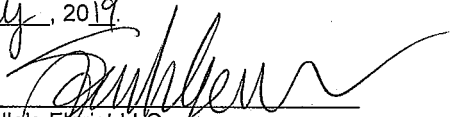
Owner covenants with the Town that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against the claims of any persons.

Owner for itself, its agents, distributees, heirs, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of the Easement Area without the prior written consent of the Town.

The Town, its successors, assigns, agents or contractors may at any time remove any or all obstructions from the Easement Area, including trimming trees and shrubs.

Owner hereby releases the Town from all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted at any time hereafter.

IN WITNESS WHEREOF, the undersigned has caused this Easement to be duly executed on this 25 day of July, 2019.



 Stella's Florist LLC

 President

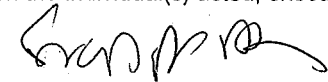
 Title

 Sam Ginecco

 Print Name

STATE OF NEW YORK)
 COUNTY OF) ss.:

On the 25 day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the same 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.

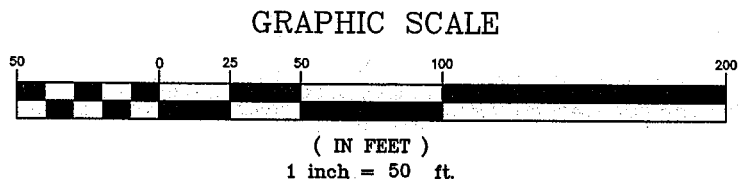
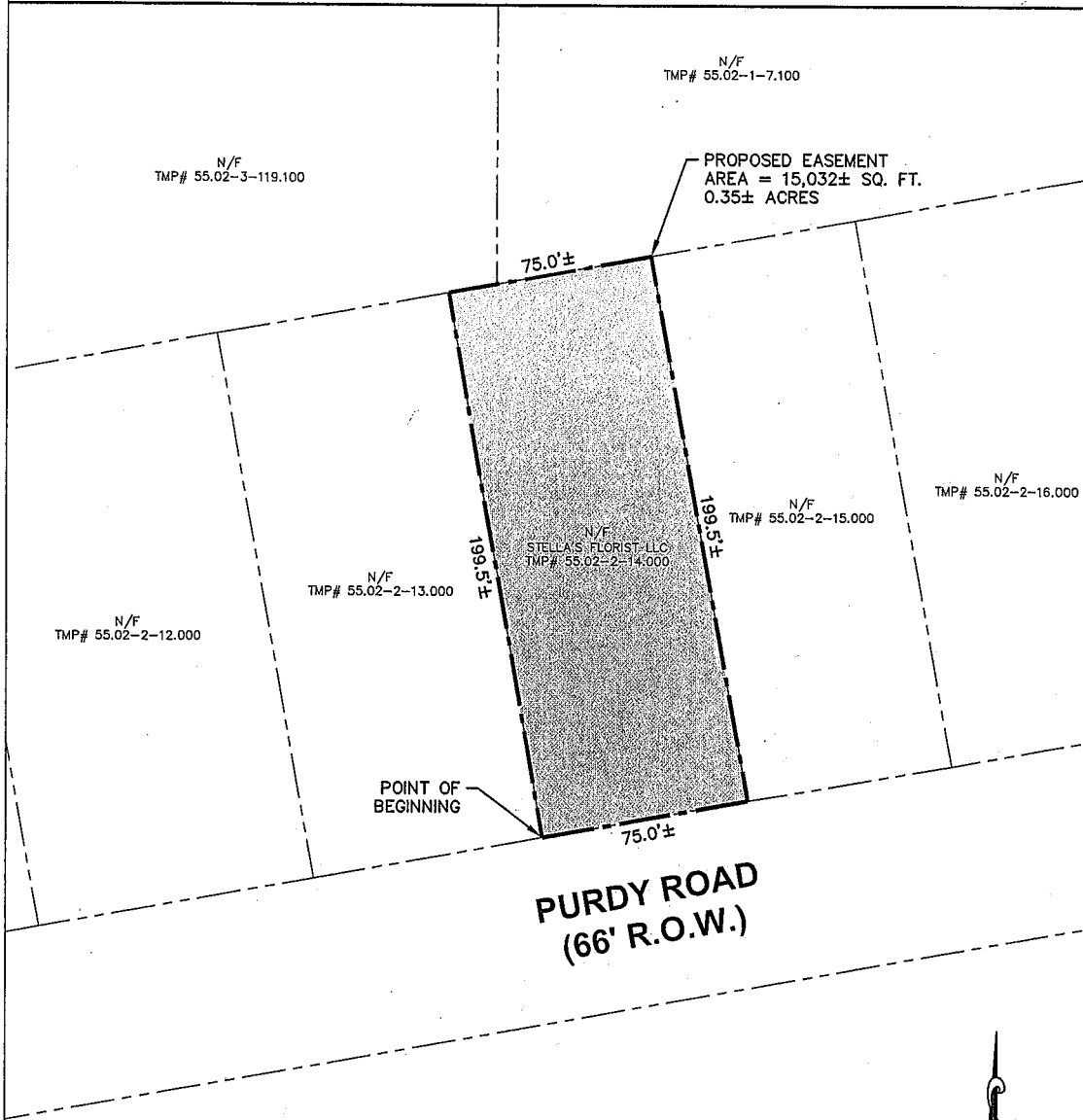


 Notary Public

Susan K. Duggan
 Notary Public, State of New York
 No. 01DU6208220
 Qualified in Monroe County
 Commission Expires 06/22/2021

TAX MAP NUMBER 55.02-2-14.000
 OWNER N/F STELLA'S FLORIST LLC
 STREET ADDRESS 5544 PURDY ROAD

MAP No. 4
 PARCEL No. P-1



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 TO THE
 TOWN OF CANANDAIGUA
 ONTARIO COUNTY, NEW YORK**

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Scale:	AS SHOWN
Date:	7/2019
Project:	0610.16005

MRB group

Engineering, Architecture & Surveying, D.P.C.
 The Culver Road Armory, 145 Culver Road, Suite 160, Rochester, New York 14620
 Phone: 585-341-9250
 www.mrbgroup.com

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 MRB Group, D.P.C.
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**THE TOWN OF CANANDAIGUA
PERMANENT WATERMAIN & TRAIL EASEMENT**

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A **PERMANENT EASEMENT** for water and utility transmission equipment over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more lines of pipe and utilities, along with connections and appurtenances thereto; at or below ground level, for the collection, transmission, transportation and distribution of water and for utilities and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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Beginning at the intersection of the existing westerly property boundary of TMP 55.02-1-7.100 with the existing northerly property boundary of TMP 55.02-2-14.000, said point being the southwesterly corner of the proposed permanent easement described below; thence

1. Northerly, along the existing common division line between TMP 55.02-3-119.100 and TMP 55.02-1-7.100, a distance of 125.1'± to a point; thence
2. Southeasterly through the lands of TMP 55.02-1-7.100 along a curve to the right, having a radius of 235.0', through a central angle of 030°36'07", a distance of 125.5' to a point of tangency; thence

3. S10°10'58"E through the lands of the last mentioned TMP, a distance of 3.4' to a point on the existing northerly property boundary of TMP 55.02-2-14.000; thence
4. Westerly, along existing northerly property boundary of the last mentioned TMP, a distance of 54.8'± to the point and place of beginning, containing 4,118± square feet of land, 0.09± acres, more or less.

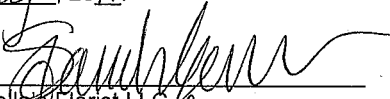
Owner covenants with the Town that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against the claims of any persons.

Owner for itself, its agents, distributees, heirs, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of the Easement Area without the prior written consent of the Town.

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IN WITNESS WHEREOF, the undersigned has caused this Easement to be duly executed on this 25 day of July, 2019.



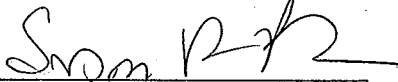
 Stella's Florist LLC

 Title President

 Print Name Sarah Genocco

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

On the 25 day of July, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the same 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.

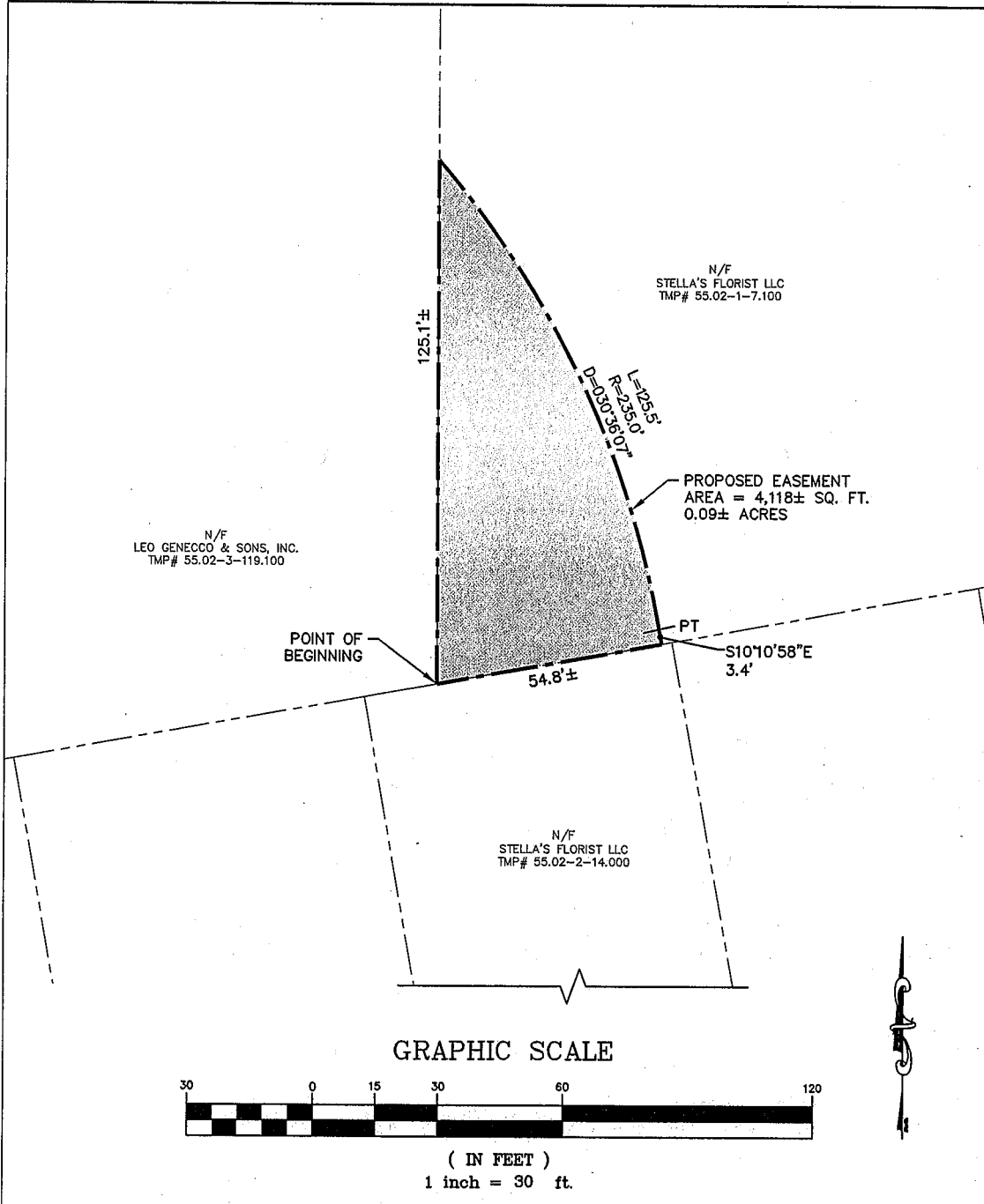


 Notary Public

Susan K. Duggan
 Notary Public, State of New York
 No. 01DU6208220
 Qualified in Monroe County
 Commission Expires 06/22/2021

TAX MAP NUMBER 55.02-1-7.100
 OWNER N/F STELLA'S FLORIST LLC
 STREET ADDRESS 1880 STATE ROUTE 332

MAP No. 3
 PARCEL No. P-1



**PERMANENT EASEMENT
 TO THE
 TOWN OF CANANDAIGUA
 ONTARIO COUNTY, NEW YORK**

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Scale:	AS SHOWN
Date:	7/2019
Project:	0610.16005

MRB group

Engineering, Architecture & Surveying, D.P.C.
 The Culver Road Army, 145 Culver Road, Suite 160, Rochester, New York 14620
 Phone: 585-361-9250
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**THE TOWN OF CANANDAIGUA
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A **PERMANENT EASEMENT** for water and utility transmission equipment over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more lines of pipe and utilities, along with connections and appurtenances thereto, at or below ground level, for the collection, transmission, transportation and distribution of water and for utilities and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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Description of Easement Area:

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Beginning at a point 36.3' easterly of the intersection of the westerly property boundary of TMP 55.02-3-117.300 with the existing southerly highway boundary of Canandaigua Farmington Town Line Road, said point being the northwesterly corner of the proposed permanent easement described below; thence

1. Easterly, along the last mentioned existing southerly highway boundary, a distance of 70.0'± to a point; thence
2. S00°00'00"E through the lands of the last mentioned TMP, a distance of 215.9'± to a point on the existing westerly boundary of the last mentioned TMP; thence

3. Northwesterly, along the westerly property boundary of the last mentioned TMP, a distance of a 159.5'± to a point; thence
4. N00°00'00"E through the lands of the last mentioned TMP, a distance of 73.8'± to the point and place of beginning, containing 10,137± square feet of land, 0.23 acres±, more or less.

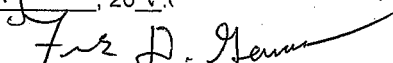
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IN WITNESS WHEREOF, the undersigned has caused this Easement to be duly executed on this 25 day of July, 2019


 Frank D Genecco

NA
 Title

STATE OF NEW YORK)
 COUNTY OF) ss.:

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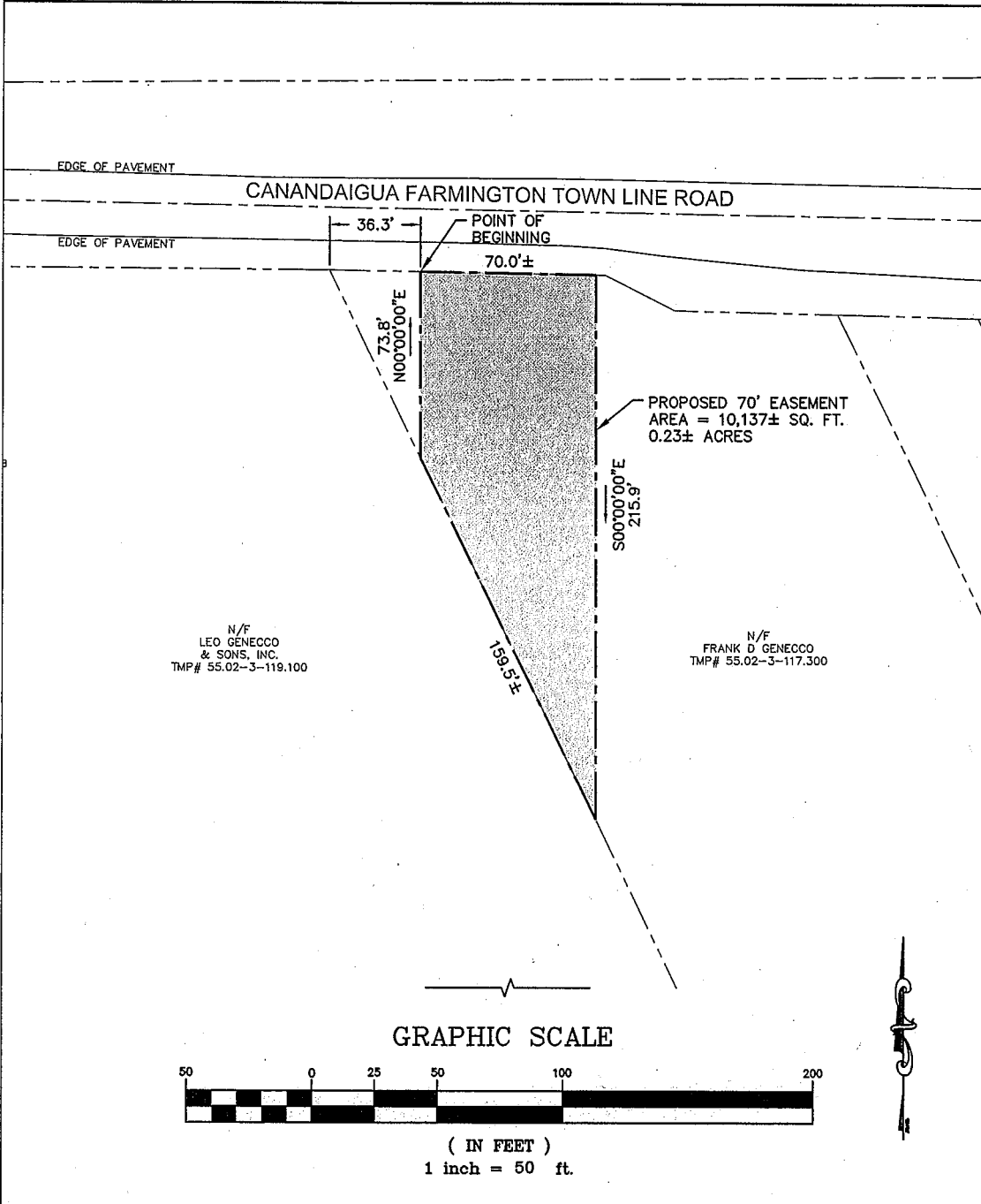

 Notary Public

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 Qualified in Monroe County
 Commission Expires 06/22/2021

TAX MAP NUMBER 55.02-3-117.300
OWNER N/F FRANK D GENECCO

MAP No. 2
PARCEL No. P-1

STREET ADDRESS CANANDAIGUA FARMINGTON TOWN LINE ROAD



**PERMANENT EASEMENT
TO THE
TOWN OF CANANDAIGUA
ONTARIO COUNTY, NEW YORK**

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is in violation of Article 145, Section 7209, Subdivision 2 of the New York State Education Law.

Copies from the original of this survey map not marked with an original of the licensed land surveyor's inked seal or his embossed seal shall not be considered to be a valid true copy.

Certifications shown hereon shall run only to the person for whom the survey is prepared and, on his behalf, to the Title Company, Government Agency, and Lending Institution listed hereon, and to the assignees of the Lending Institution. Certifications are not transferable to additional institutions or subsequent owners.

Scale:	AS SHOWN
Date:	7/2019
Project:	0610.16005

MRB group

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