HIKING/BIKING TRAIL EASEMENT

TO THE TOWN OF CANANDAIGUA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[address] / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [tax map #]

THIS EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New York, hereinafter referred to as the “Grantor”; and the **Town of Canandaigua,** a municipal corporation, having its main office at 5440 Routes 5 & 20 W, Canandaigua, NY 14424, hereinafter referred to as the “Grantee”.

Grantor is the owner of certain premises known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located in the Town of Canandaigua, Ontario County, New York, bearing tax account parcel number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Premises.”

Grantee is a municipal corporation which has determined that it is necessary for Town of Canandaigua purposes to obtain a hiking/biking trail easement and right of way over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, attached hereto, hereinafter referred to as the “Easement Area”.

The Easement Area is part of the Premises conveyed to Grantor by deed dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and recorded \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Ontario County Clerk’s Office in Liber \_\_\_\_\_\_ of Deeds at Page \_\_\_\_\_\_.

In consideration of One Dollar ($1.00), which has been waived, the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

Grantor hereby grants, releases and conveys to Grantee, its successors, assigns or special districts forever, a permanent hiking/biking trail easement and right-of-way in, under and along the Easement Area for the purpose of establishing a hiking/biking trail right-of-way for the 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 of building, constructing, maintaining, using, operating, repairing, reconstructing and removing said hiking/biking trail and Easement Area, keeping the hiking/biking trail and Easement Area open and accessible, and inspecting the hiking/biking trail and Easement Area from time to time together with the right of Grantee, 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 easement and right-of-way unto Grantee and its successors and/or assigns forever.

Grantee shall have the right and privilege at any time to enter upon and temporarily use an additional strip of land ten (10) feet in width immediately adjacent to each side of the permanent easement granted herein for the purpose of performing maintenance or repairs on said hiking/biking trail. At the termination of a temporary occupancy hereby authorized, Grantee will restore, at its expense, the lawn and shrubbery of the Easement Area and the area of the Premises so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

Grantor 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 said Easement Area without the prior written consent of Grantee.

Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, access, use or maintenance of the hiking/biking trail or part thereof without liability to Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of Grantee. Grantor covenants that Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

Grantee shall repair and maintain the hiking/biking trail constructed under this Easement and keep it in good repair for as long as it shall be used as a hiking/biking trail.

The parties have executed this easement on the day and year first above written.

GRANTOR: GRANTEE: Town of Canandaigua

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF NEW YORK]

COUNTY OF ONTARIO] ss:

On the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_,before me, personally appeared **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 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 individual upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

STATE OF NEW YORK]

COUNTY OF ONTARIO] ss:

On the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_,before me, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public