

1/26/00

GRANT OF SCENIC, CONSERVATION, AND TRAIL EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, by and between _____, residing at _____ ("GRANTOR"), and the Town of East Hampton, a municipal corporation having its principal offices at 159 Pantigo Road, East Hampton, New York 11937 ("GRANTEE").

WHEREAS, GRANTOR owns certain lands situate at _____, Town of East Hampton, County of Suffolk, State of New York, described as follows:

[INSERT METES & BOUNDS DESCRIPTION OF THE AREA OF THE PROPERTY TO BE COVERED BY THE SCENIC EASEMENT, OR REFERENCE SAME AS "EXHIBIT A."]

AND WHEREAS, the said lands contain significant natural features worthy of protection and constitute an area of natural scenic beauty, whose existing state of use enhances the present and potential value of abutting and surrounding properties and enhances the conservation of natural and scenic resources; and

WHEREAS, the said lands constitute an important part of the Town's natural and scenic heritage, whose accessibility for limited public use and enjoyment would advance an important municipal purpose; and

WHEREAS, Section 247 of the New York General Municipal Law authorizes designated governmental bodies, including Towns, to acquire fee title or lesser interests in land, including development rights, easements, covenants, and other contractual rights which may be necessary or desirable for the preservation and retention of open spaces

and natural or scenic resources; and

WHEREAS, it is GRANTEE's policy to conserve, preserve, and protect the Town's natural resources and the natural and man-made attributes of its land as fundamental to maintaining and improving recreational opportunities, community attractiveness, balanced growth, and the quality of life in the Town generally; and

WHEREAS, in furtherance of GRANTEE's policies and in accordance with Section 247 of the General Municipal Law, GRANTOR wishes to convey and GRANTEE wishes to accept this scenic, conservation, and trail easement;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration to GRANTOR, the receipt of which is hereby acknowledged, this agreement

W I T N E S S E T H

1. GRANTOR does hereby grant, transfer, bargain, sell and convey unto GRANTEE, in perpetuity, a scenic, conservation, and trail easement in gross, of the nature, character, and to the extent hereinafter set forth over and upon all that certain parcel of land set forth and described above (hereinafter sometimes referred to as the "burdened premises").

2. The nature, character, and extent of the easement hereby granted are as follows:

(a) No buildings, fences, or other structures of any description shall be constructed, erected, maintained, or moved onto or within the burdened premises, except as specified in paragraph 2 (c)

below;

(b) No topsoil shall be removed from the burdened premises, nor shall sand, gravel, peat, or other minerals be placed thereon or removed therefrom for any purpose, except as specified in paragraph 2 (c) below, and the natural contours and subsurface conditions of the burdened premises shall remain generally undisturbed;

(c) Residents of GRANTEE, and any guests of such residents, shall have the right to use and traverse trails which are or may be established within the burdened premises. This right of trail use shall be limited to access only by foot or on horseback, bicycle, or skis, shall not encompass the use of any form of motorized transport, and shall be restricted to daylight hours only. As an incident to this right, and in a manner which does not materially alter the natural and scenic condition of the burdened premises, GRANTEE or its agents shall have the right to maintain and define the trails described herein by installation of signs, markers, posts, handrails, and surfacing materials (including wood, wood chips, stones, and gravel).

(d) The burdened premises shall in all other respects remain in their natural state in order to maintain their present character and appearance;

(e) GRANTEE shall have the right to inspect the burdened premises for the purpose of assuring itself that GRANTOR is not in violation of any of the terms and conditions of this easement, any such inspection to be by prior arrangement with, and at the reasonable convenience of, GRANTOR; provided however that GRANTEE may inspect the

premises at other times if it has reasonable cause to believe a substantial violation of this easement is being undertaken or has occurred.

3. The nature, character and extent of limitations on this easement shall be as follows:

(a) The burdened premises shall not be open or available to the public for general or park use by reason of this easement, but instead shall remain at all times in GRANTOR's exclusive possession, and subject to GRANTOR's unqualified right to exclude all others therefrom by any and all lawful means, except as specified in paragraphs 2 (c) and 2 (e) above.

(b) All rights, interests, and privileges of GRANTOR in the burdened premises not specifically granted, transferred, bargained, sold, or conveyed to GRANTEE herein shall remain and reside with GRANTOR.

4. All of the benefits, burdens, conditions, and restrictions of this easement shall run with the land. To that end, all references herein to GRANTOR shall also refer to GRANTOR's successors in interest.

5. Failure of GRANTEE to insist upon the strict performance of any provision of this easement shall not abrogate, or be deemed to waive, any of GRANTEE's rights under this easement.

6. In accordance with Section 247 of the General Municipal Law, GRANTEE hereby undertakes to cooperate to the extent legally permissible in having a valuation placed upon the burdened premises for the purposes of real estate taxation which takes into account, and is limited by, the

use restrictions imposed by this easement.

7. GRANTOR shall have no duty to keep the burdened premises safe for entry or use by others by reason of this easement, in accordance with the provisions of Section 9-103 of the General Obligations Law.

8. This easement shall be deemed a Conservation Easement subject to the provisions of Chapter 22 of the East Hampton Town Code.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

[Name of Grantor] (GRANTOR)

ATTEST:

TOWN OF EAST HAMPTON (GRANTEE)

Town Clerk

By: _____
Supervisor

ACKNOWLEDGEMENT*

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of _____ in the year ____, before me, the undersigned, personally appeared _____, 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

RECORD AND RETURN TO:

TOWN CLERK
TOWN OF EAST HAMPTON
159 Pantigo Road
East Hampton, New York 11937