


ERIE COUNTY CLERKS OFFICE
County Clerk's Recording Page
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Party 1:

HICKORY GROVE VILLAGE LLC

Party 2:

TOWN OF CHEEKTOWAGA NEW YORK

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 Doc Type: **EASEMENT/RTWY <500**

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MTG SEQ:

UCC:

SCAR:

INDEX:

Recording Fees:

RECORDING	\$38.00
COE COUNTY	1.00
COE STATE GENERAL	\$14.25
COE STATE RM	\$4.75
TP584	\$10.00

Consideration Amount: \$1.00

BASIC	\$0.00
SONYMA	\$0.00
ADDL	\$0.00
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

Total: \$68.00

 STATE OF NEW YORK
 ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S
 ENDORSEMENT, REQUIRED BY SECTIONS 319&316-a
 (5) OF THE REAL PROPERTY LAW OF THE STATE OF
 NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

 David J. Swarts
 County Clerk

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made and entered into as of the 21st day of August, 2006, by and between **HICKORY GROVE VILLAGE, LLC**, a limited liability company existing under the laws of the State of New York and having its principal office at 2240 Southwestern Blvd., West Seneca, New York 14224 (hereinafter referred to as the "Owner"); and **TOWN OF CHEEKTOWAGA, NEW YORK**, a domestic municipal corporation, having its principal office at 3301 Broadway, Cheektowaga, New York 14227 (hereinafter referred to as the "Town").

RECITALS:

A. The Owner is the owner of the property described in the attached Schedule A (the "Property") by virtue of a deed recorded in the Erie County Clerk's Office on the 23rd day of March, 2006 in Liber 11111 of Deeds at Page 2957.

B. In connection with its development of the Property, the Town has requested the Owner and the Owner has agreed to leave undeveloped a portion of the Property which is described in Schedule B attached hereto (the "Easement Area").

NOW, THEREFORE, in consideration of the sum of One and No/100 (\$1.00 & No More) Dollar and other good and valuable consideration paid by the Town, and in consideration of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the Owner and the Town agree as follows:

1. **Grant of Easement.** The Owner hereby grants to the Town a permanent easement (the "Easement") over the Easement Area for the purpose of preserving the Easement Area in its natural state.

2. **Access to Easement Area by the Town.** The Town shall have the right of reasonable ingress and egress and entry upon the property of the Owner for the purpose of verifying compliance with the terms of this Conservation Easement; provided, however, that the Town shall provide the Owner with twenty-four (24) hours prior notice of the Town's intent to exercise its right to so enter the Owner's property.

3. **Damage/Indemnification.** Any damage to the Owner's property including, but not limited to the Easement Area, caused by entry (or attempted entry) upon the Easement Area by the Town, or by its agents or employees, shall be promptly repaired and restored by the Town at its sole cost and expense. The Town hereby agrees to indemnify and hold harmless the Owner and its agents, officers and employees from and against any and all claims, damages, losses, liabilities, and expenses, including, but not limited to attorneys fees and disbursements, arising out of or resulting from entry (or attempted entry) upon the Easement Area by the Town or by its agents or employees.

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a) The Town shall require any contractor performing any work upon the Easement to maintain adequate liability and Workers' Compensation insurance.

4. Reservations by the Owner/Limitations on the Easement.

Notwithstanding anything to the contrary set forth in this Conservation Easement:

a) The Owner and the Town hereby acknowledge that the Easement Area shall remain private property of the Owner and all rights and privileges associated with the ownership of the Easement Area, except as specifically set forth herein shall remain with the Owner, its successors and assigns forever including, but not limited to, the right of the Owner to exclude the general public from the Easement Area.

b) The Owner and the Town hereby acknowledge and agree that the Owner's proposed buildings/structures including all parking areas, drainage systems, landscaping and other appurtenances, as described and shown on plans submitted to and reviewed by the Town, is not part of the Easement Area except as specifically described herein and the Owner's ability to permit, construct and operate such development shall not be limited or impaired by this Easement.

c) The Owner and the Town hereby acknowledge and agree that a portion of the Easement Area is and shall be used for drainage purposes and nothing in this Easement shall limit the ability of the Owner to drain ground and storm water over the Easement Area, including, but not limited to, the discharge of channeled water and the installation and maintenance of drainage pipes and appurtenances in, on or under the Easement Area.


d) Subject to this Conservation Easement, the Owner and the Town hereby acknowledge and agree that nothing set forth herein shall prohibit the Owner from mortgaging all or part of the Owner's property, including the Easement Area.

e) The Owner and the Town hereby acknowledge and agree that the Town shall not be required to maintain the Easement Area.

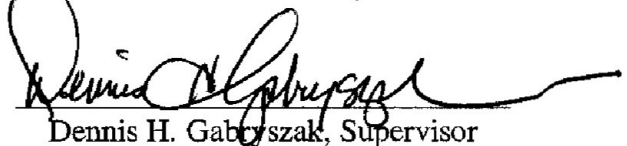
5. Successors and Assigns. This Conservation Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Owner and the Town have caused this Conservation Easement to be executed by their representatives as of the day and year first above written.

HICKORY GROVE VILLAGE, LLC

By:  _____
Bryan A. Young, Member

TOWN OF CHEEKTOWAGA, NEW YORK

By:  _____
Dennis H. Gabryszak, Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On the 21st day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, BRYAN A. 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 (s)he executed the same in her capacity, and that by (his)(her) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 _____

RICHARD P. KRIEGER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Jan. 27, 20 10

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On the 15th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS H. GABRYSZAK, 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 same.

 _____

CONSTANCE M. PAOLETTI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 4-30-2010

SCHEDULE A

Property Description

ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot Number one hundred twelve (112), Township ten (10) , Range seven (7) of the Buffalo Creek Reservation and being the west one-half (1/2) of Lot Number one hundred twelve (112), Township ten (10), Range seven (7).

SCHEDULE B

Description of Conservation Easement To the Town of Cheektowaga

ALL THAT TRACT OR PARCEL OF LAND containing 2.7536 acres more or less, situate in the Buffalo Creek Reservation, Township 10, Range 7, Town Lot 112, Town of Cheektowaga, Erie County, and State of New York, as shown on the drawing entitled "Hickory Grove Village, Phase 1, Final Subdivision Plat," and "Hickory Grove Village, Phase 2, Final Subdivision Plat," prepared by BME Associates, having drawing number 2148-02 and 2148-03 respectively, last revised August 11, 2006 (the "Subdivision Plats"), being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the southerly right-of-way line of French Road (County Road 321) with the easterly boundary line of lands conveyed to Hickory Grove Village LLC by deed recorded in the Erie County Clerk's Office in Liber 11111 of Deeds at Page 2957 (being also the westerly boundary line of lands now or formerly of Dale N. Sr. & Jacki Michels); thence

1. S00°05'59"E, along said easterly boundary line of said lands conveyed to Hickory Grove Village LLC and said westerly boundary line of Michels and along the westerly boundary line of lands now or formerly of John Nash, Martin S. & Anne M. Barrett, James W. & Deonne Sieroslowski, Robert J. Wojcik, Kimberly D. Nosky, Edward A. & Rita P. Slawiak, Paul M. & Colleen M. Schuster, George M. Gerardi, Douglas R. Lentsch, John L. & Kirsten P. Ross, Michael F. Gworek, Michael J. & Valerie Buechi, Aloysius A. Henel Jr., Pasquale T. Marrone, Gale F. Krempa, James P. & Wendy M. Montante, Thomas & Judith Baxter, Robert J. Potempa, John P. & Christy Connors, Frederick G. Longboat, Steven M. Turner, Dennis Patro, Robert M. Novak III & Nicole L. Ausman, Marilyn J. Mohr, David L. & Donna M. Czuprynski, a distance of 1,518.23 feet to a rebar at the southeast corner of said lands conveyed to Hickory Grove Village LLC (being also the northeasterly corner of lands now or formerly of The Marrano/Marc Equity Corporation); thence
2. S89°43'33"W, along the southerly boundary line of said lands conveyed to Hickory Grove Village LLC and the northerly boundary line of other lands of The Marrano/Marc Equity Corporation and along the northerly boundary line of lands now or formerly of The Marrano/Marc Equity Corporation, a distance of 444.59 feet to a rebar at the southwest corner of said lands conveyed to Hickory Grove Village LLC (being also the southeasterly corner of lands now or formerly of Garden Village Apartments); thence
3. N00°00'00"E, along the westerly boundary line of said lands conveyed to Hickory Grove Village LLC and the easterly boundary line of said lands of Garden Village Apartments, a distance of 1,512.89 feet to a point on the aforementioned southerly right-of-way line of French Road; thence
4. N89°01'55"E, along said southerly right-of-way line of French Road, a distance of 30.00 feet to a point; thence

5. S00°00'00"E, a distance of 1,351.44 feet to a point on the northwesterly boundary line of Sublot 39 as shown on the Subdivision Plats; thence
6. S59°07'38"W, along said northwesterly boundary line of Sublot 39, a distance of 11.65 feet to a point on the westerly boundary line thereof; thence
7. S00°00'00"E, along said westerly boundary line of Sublot 39, a distance of 120.16 feet to the southwesterly corner thereof; thence
8. N90°00'00"E, along the southerly boundary line of said Sublot 39 and along the southerly boundary line of Sublots 38, 37, 36 and 35 as shown on the Subdivision Plats, a distance of 250.00 feet to the southeasterly corner of said Sublot 35; thence
9. S89°59'39"E, long the southerly right-of-way line of Blossom Wood Lane (Private Road) as shown on the Subdivision Plats, a distance of 30.00 feet to the southwesterly corner of Sublot 34 as shown on the Subdivision Plats; thence
10. N90°00'00"E, along the southerly boundary line of said Sublot 34, a distance of 100.00 feet to the southeasterly corner thereof; thence
11. N00°00'00"E, along the easterly boundary line of said Sublot 34 and along the easterly boundary line of Sublots 33, 32, 31, 30, 29, 28, 27, and 26 as shown on the Subdivision Plats, a distance of 450.00 feet to the northeasterly corner of said Sublot 26; thence
12. S89°01'47"E, along a southerly right-of-way line of aforementioned Blossom Wood Lane, a distance of 10.00 feet to a point; thence
13. N00°00'00"E, along an easterly boundary line of said Blossom Wood Lane and along the easterly boundary line of Sublots 76 and 15 as shown on the Subdivision Plats, a distance of 245.17 feet to a point on a southerly right-of-way line of said Hickory Grove Lane (Private Road) as shown on the Subdivision Plots; thence
14. N00°54'08"E, along an easterly boundary line of said Hickory Grove Lane, a distance of 30.00 feet to a point; thence
15. N90°00'00"W, along a northerly right-of-way line of said Hickory Grove Lane, a distance of 10.47 feet to the southeasterly corner of Sublot 14 as shown on the Subdivision Plats; thence
16. N00°00'00"E, along the easterly boundary line of said Sublot 14 and along the easterly boundary line of Sublots 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2 and 1 and an extension northerly thereof, a distance of 758.83 feet to a point on the aforementioned southerly right-of-way line of French Road; thence
17. N89°01'55"E, along said southerly right-of-way line of French Road, a distance of 41.95 feet to the Point of Beginning.