

**PERMANENT
EASEMENT**

THIS INDENTURE, made this _____ day of _____, 2021, between the **CITY OF ALBANY (“GRANTOR”)**, a municipal corporation with offices located at City Hall, 24 Eagle Street, Albany, New York 12207 and **ALECIA SEARS AND BRETT SEARS (“GRANTEES”)**, as individuals owning 40 South Manning Blvd, Albany, New York 12203, with Tax ID Number 64.50-2-15 (hereinafter referred to as the “**GRANTEES’** Property”).

WITNESSETH

SUBJECT to and upon receipt of One and 00/100 Dollars (\$1.00), payment of which is waived, and such other terms and conditions set forth herein this Indenture, **GRANTOR** does hereby grant and release to **GRANTEES**, their successors and assigns, without covenant or warranty of any kind, express or implied, a Permanent Easement over a portion of the **GRANTOR’S** property on South Manning Boulevard, in the City of Albany, State of New York, more fully described in Exhibit A, for the purpose of construction and maintenance of a residential fence as requested by **GRANTEES** over the **GRANTOR’S** Right-of-Way.

The City of Albany grants this Permanent Easement pursuant to Ordinance Number _____, passed by the City of Albany Common Council on _____, 2021.

SUBJECT to all rights, easements, covenants, and restrictions.

GRANTEES shall not hinder, interfere with, prevent, delay, obstruct, or adversely affect the **GRANTOR** in its reasonable exercise of its governmental operations or functions including, but not limited to, **GRANTOR’S** maintenance or repair to the water main(s) on or near the Right-of-Way.

The rights granted herein are subject to the following provisions:

GRANT SUBORDINATE TO PRIOR RIGHTS

1. The rights described above are given and accepted subject to any and all outstanding leases, tenancies, easements, licenses, or other tenures, and/or claims of title affecting **GRANTOR’S** Rights-of-Way or any portions thereof; and subject also to any and all encumbrances, liens, conditions, restrictions, and/or reservations under which **GRANTOR** holds the same.

COMPLIANCE WITH APPLICABLE LAWS

2. **GRANTEES** shall, at their own expense, comply with applicable laws, ordinances, orders, rules, and regulations of the United States, State of New York, or any department, bureaus, authorities, or commissions created under the law of either government, and of the municipality, the City of Albany, New York, in which said lands are situated as the same relates to the exercise of the rights, privileges, and easements granted hereunder.

GRANTOR'S PARAMOUNT RIGHTS

3. All rights granted hereunder shall be subject and subordinate to rights as follows:

a. The paramount rights of **GRANTOR** now and hereafter to occupy and use all or any portion or portions of said Right-of-Way in its operations, provided, however, that any such occupancies or uses shall not prevent the exercise by **GRANTEES** of the rights conferred by this Permanent Easement.

b. The right of **GRANTOR** from time to time hereafter to grant to others or to authorize the occupancy or use by others of any portion or portions of said Right-of-Way for any purpose or purposes whatsoever, provided, however, that any such further grant or authorization shall not permanently interfere with the rights conferred by this Permanent Easement.

INDEMNIFICATION

4. **GRANTEES**, their successors, heirs, or assigns warrant, covenant, and agree to indemnify, defend, and hold **GRANTOR** harmless from any and all claims that may arise or that may be made for damages, loss, injury, or death resulting to the **GRANTOR**, its agents, employees, representatives, or property, or to other persons or other property (including reasonable attorney fees) for the use to be made by **GRANTEES** of said Right-of-Way.

5. **GRANTEES** hereby acknowledge and agree that (a) **GRANTOR** may deem it necessary to perform maintenance or repair work to the water main(s) on or near the aforementioned Right-of-Way; (b) **GRANTEES'** fence may be impacted by **GRANTOR'S** maintenance or repair work; (c) all costs and expenses associated with the restoration of **GRANTEES'** fence shall be borne by **GRANTEES**, only; and (d) **GRANTEES** hereby waive any and all rights to monies for reimbursement by **GRANTOR** for the costs and expenses, if any, for said restoration.

MAINTENANCE OF RIGHT-OF-WAY

6. **GRANTEES** shall maintain the residential fence situate on said Right-of-Way. Maintenance shall include, but is not limited to, the removal of snow, ice, and debris on the Right-of-Way.

MISCELLANEOUS

7. **GRANTEES** shall, at their sole cost and expense, effectuate the recording of this Permanent Easement in the Office of the Albany County Clerk.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

CITY OF ALBANY, NEW YORK

By: _____
KATHY M. SHEEHAN
Mayor

ALECIA SEARS

By: _____
Name: _____
Title: _____

BRETT SEARS

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGMENT

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

On the day of _____ in the year 2021, before me personally appeared ALECIA SEARS, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

NOTARY ACKNOWLEDGMENT

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

On the day of _____ in the year 2021, before me personally appeared BRETT SEARS, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

NOTARY ACKNOWLEDGMENT

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

On the day of _____ in the year 2021, before me personally appeared KATHY M. SHEEHAN, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit A

Property Description of Permanent Easement over GRANTOR'S Right-of-Way

Starting at the property marker on the Southwesterly corner of the **GRANTEES'** Property. Extending Southwest, perpendicular to Myrtle Avenue, eight (8) feet. Then, extending Southeast, parallel to Myrtle Avenue, a total of fifty (50) feet. Then, extending Northeast a total of eight (8) feet. Finally, extending Northwest a total of fifty (50) feet to the original property marker on the Southwesterly corner of **GRANTEES'** Property.

Property Description of GRANTEES' Property (40 South Manning Boulevard, Albany, New York)

Beginning at the point of intersection of the Northerly line of Myrtle Avenue with the Westerly line of Manning Boulevard South, and running thence Westerly along the Northerly line of Myrtle Avenue, one hundred and forty (140) feet; thence northerly, parallel with the westerly line of Manning Boulevard south, sixty (60) feet; thence easterly, parallel with the northerly line of Myrtle Avenue, one hundred forty (140) feet to the westerly line of Manning Boulevard South; and thence southerly along the westerly line of Manning Boulevard South, sixty (60) feet to the place of beginning.

Map Depicting Location of Easement

The easement is represented by the blue rectangle

