

COPY

TEMPORARY EASEMENT

This Indenture, dated the ^{27th} day of November, 2008, made between
THE VILLAGE OF AURORA, 456 MAIN STREET, AURORA, NY 13026,
Grantor

for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable
consideration, hereby dedicates, conveys and grants to

And

TODD ZWIGARD, 331 MAIN STREET, AURORA, NY, 13026,

Grantee,

and his successors and assigns a temporary easement for Water lines and
appurtenances thereto upon the following described property situated in The Village of
Aurora, County of Cayuga, and State of New York, as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a temporary easement for the benefit of Grantee over, upon, across, through and under the real property lands of the Village of Aurora, as depicted on the attached survey map made by Dan Michael Anderson, PLS #49723, as filed in the Cayuga County Clerks Offices as Map # 0823a, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating pipes regarding a lake source heating system, together with all facilities, connectors and appurtenances, including the right of ingress and egress for said purposes.
2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the Grantor and his assigns and successors to install, lay, construct, renew, operate and maintain lines and necessary facilities and other equipment for the purposes of serving the property and other properties with lake source heating system. The Grantee agrees to restore the property to its condition prior to any disturbance from construction, operation, maintenance, repair, or replacement of the installed piping and lines.
3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage any and all pipes or endanger the lateral or other support of the lake source heating system, without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees,

