**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this \_\_ day of \_\_\_\_\_\_\_\_\_\_, 201\_ by and between the Town of Canandaigua (“Town”), whose principal place of business is located at 5440 Routes 5 & 20; Canandaigua, NY 14424; and Frank D. Genecco, whose principal place of business is located at 1850 State Route 332 Canandaigua, NY 14424 and Leo Genecco & Sons, Inc., (“Genecco”), whose principal place of business is located at 1850 State Route 332; Canandaigua, NY 14424.

WHEREAS, the Town and Genecco have discussed certain public improvements to be made on parcels owned by Genecco located on Canandaigua-Farmington Townline Road, in the Town of Canandaigua. The parcels are identified as follows:

Tax Map ID # 55.02-3-119.100

(owned by Leo Genecco & Sons, Inc.)

Tax Map ID # 52.02-3-119.200

(owned by Frank D. Genecco)

The two parcels shall be collectively referred to herein as the “Property;” and

WHEREAS, the parties desire to set forth their mutual understanding of the proposed public improvements; and

NOW THEREFORE, the parties set forth the following terms and understandings:

1. **Binding Effect.** This Memorandum of Understanding is intended to be binding on the parties.
2. **Mutual Understanding.** 
   1. Genecco shall purchase one of the following parcels on Purdy Road adjacent to the Property, which will give the Property road frontage and access to Purdy Road: 5566 Purdy Road, 5560 Purdy Road, 5556 Purdy Road, 5552 Purdy Road, 5548 Purdy Road, 5544 Purdy Road, 5540 Purdy Road, 5536 Purdy Road, 5532 Purdy Road.
   2. Genecco shall grant a 70’ right-of-way easement for the Town to install and maintain a road across the Property that will connect Purdy Road and Canandaigua-Farmington Townline Road, starting from the parcel purchased pursuant to subparagraph (a), above, and proceeding across the Property to Canandaigua-Farmington Townline Road, as approximately shown on the Overview Map prepared by MRB Group, dated August, 2017, entitled “Concept Road and Transmission Main Towns of Canandaigua and Farmington Ontario County, New York.” However, the road shall proceed in a southerly direction instead of an easterly direction as shown on said Map, with the intention of terminating at Purdy Road on the newly purchased parcel described in subparagraph (a), above.
   3. The Town shall establish an improvement district to finance the construction of the road described in subparagraph (b), above, and shall take dedication of said road upon its completion.
   4. Genecco shall grant an easement for the Town to install and maintain a water transmission main across the property, as shown in the attached Map, prepared by MRB Group, dated March, 2018, entitled “Permanent Easement to the Town of Canandaigua Ontario County, New York.”
   5. Genecco shall grant an easement for the Town to provide public access across the Property for the Auburn Trail.
3. **Term of Agreement.** Unless otherwise agreed by the parties, or unless terminated earlier pursuant to §5 of this Memorandum of Understanding shall terminate 360 days from the date stated above.
4. **Confidentiality.** The parties agree that the agreements contained herein shall remain confidential until both parties agree that disclosure to the public is in the best interests of both parties. The parties shall consult with each other and must agree as to the timing, content, and form before disclosing any information related to this Memorandum of Understanding. However, either party may make a public disclosure related to this Memorandum of Understanding or the agreements contemplated herein if, in the opinion of its legal counsel, such disclosure is required by law.
5. **Termination.** This Memorandum of Understanding may be terminated by either party by written notice of termination to the other party in the event the other party commits a material breach of any agreement between the parties and fails to remedy such breach within fifteen (15) days from the date of notice of breach.
6. **Good Faith Negotiations.** Both parties agree to pursue this Memorandum of Understanding in good faith and to make their best efforts to cooperate in the process described herein. Both parties further agree to negotiate in good faith and make their best efforts to provide for the above-described agreement at the earliest practicable time.
7. **Exclusive Dealing.** During the term of this Memorandum of Understanding, neither party shall, directly or indirectly, through an owner, employee, or agent, enter into discussions with (or consummate an agreement with) any other party with respect to the subject matter contemplated herein.
8. **Parties.**
   1. Town of Canandaigua

5440 Routes 5 & 20

Canandaigua, NY 14424

Attn: Doug Finch, Town Manager

dfinch@townofcanandaigua.org

* 1. Frank D. Genecco

1850 St. Rt. 332

Canandaigua, NY 14424

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* 1. Leo Genecco & Sons, Inc.

1850 St. Rt. 332

Canandaiga, NY 14424

Attn: David Genecco

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1. **Notices.**  Any notices to be given under this Memorandum of Understanding shall be in writing, sent by registered or certified mail, postage prepaid, or by email followed by a confirmation letter sent via registered or certified mail, postage prepaid addressed to such party at the email addresses and mailing addresses stated in §8, above. Notices sent in accordance with this section shall be deemed effective on the date of dispatch.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding.

TOWN OF CANANDAIGUA LEO GENECCO & SONS, INC.

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Greg Westbrook, Supervisor David Genecco, President

Date: \_\_\_/\_\_\_/\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

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Frank D. Genecco

Date: \_\_\_/\_\_\_/\_\_\_