

## EASEMENT

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration or payment waived, the receipt and sufficiency of which is hereby acknowledged, **RICHARD J. STRYKER** with a mailing address of 300 Bowerman Road, Scottsville, New York 14546, hereinafter collectively called "Grantor", does hereby grant and convey unto **ROCHESTER GAS AND ELECTRIC CORPORATION**, a New York Corporation, 89 East Avenue, in the City of Rochester, Monroe County, New York, hereinafter called "Grantee", its lessees, licensees, successors and assigns, forever a permanent easement and right of way (the "Easement Premises"), in, upon, over, under, above, across, along and through the premises known as **465 SCOTTSVILLE CHILI ROAD, Tax Account No. 158.04-1-21.12** Town of **CHILI**, County of **MONROE**, New York and being the same premises described in a Deed recorded in the Monroe County Clerk's Office in **Liber 9258** of Deeds at **Page 353**, (the "Property") to, from time to time, lay, construct, reconstruct, increase, enlarge, raise, lower, replace, erect, relocate, extend, operate, inspect, maintain, protect, move, repair and replace at its pleasure:

- A. Any and all conduits, mains, pipes, regulators, valves, vaults, meters, stacks, manholes, cabinets, services and any and all other appurtenances and fixtures which the Grantee shall require now and in the future for the underground transmission and/or distribution of gas by the Grantee; provided that manhole covers, valves, cabinets and stack may be located at or above ground level within said Easement Premises.

The Easement Premises for all of the foregoing are more particularly described as follows:

**CHILI SCOTTSVILLE ROAD; A strip of land sixty (60) feet in width which is shown on the sketch attached and identified as "Exhibit A" and described on "Exhibit B" hereto and made a part hereof.**

The Grantee, its employees, servants, agents, contractors and its successors and assigns, are hereby expressly given and granted the right to:

A. A temporary easement area as shown on "Exhibit A" and described on "Exhibit B" attached hereto and made a part hereof adjacent to the permanent easement area forty (40) feet in width for the purposes of construction. This temporary easement area will only be occupied and in force during the course of construction and the Grantee will leave the premises in as good condition as found at the completion of the construction.

B. Assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

C. Free ingress and egress over the Easement Premises and other portions of the Property for all of the above purposes, as well as the right (but not the duty) to trim, cut, and remove at any time by manual and mechanical means trees and other vegetation, structures and other obstructions, to eliminate vegetation, and modify the growth of trees, vegetation, growth, structures or obstructions within the Easement Premises and such other trees, vegetation, growth, structures or obstructions elsewhere on the Property that, in the judgment of Grantee, may interfere with the construction, operation or maintenance of its equipment or facilities or otherwise endanger the rights and privileges granted herein; and the right to prohibit the construction of, and/or remove, any building(s), structure(s) or improvements (including planting of trees, construction of roads, paths or driveways) within the Easement Premises or within ten (10) feet of Grantee's equipment and facilities and the right to keep the surface of ground above its underground gas equipment and facilities free from structures, improvement and growth which, in the judgment of Grantee may interfere with the proper construction, maintenance or operation of said underground equipment or facilities or that may interfere with the rights and privileges granted hereunder. Nothing contained within shall prevent Grantor from using land for agricultural crops. Nothing contained in this paragraph shall prohibit Grantor from constructing, laying, installing, using, operating, maintaining, expanding, replacing or repairing roads, sidewalks, pathways, water, stormwater sewer, sanitary sewer, cable and/or telecommunications conduits, mains, pipes, wires, cables, regulators, valves, vaults, meters, stacks, manholes, cabinets, services and any and other appurtenances and fixtures within the Easement Premises provided the same does not interfere, as determined by Grantee in its reasonable judgment with the construction, maintenance or operation of said Grantee's Facilities or with the rights and privileges granted hereunder. Grantor shall coordinate with the Grantee prior to any construction within the Easement Premises. In addition, nothing contained in this Easement shall prohibit Grantor from constructing, laying, installing, using, operating, maintaining, expanding, replacing or repairing any buildings, structures and/or other improvements on, in, under and/or above any portion of the Property located outside of the Easement Premises.


This grant is made and accepted upon the express conditions that after any exercise of the rights and privileges granted hereunder, the Grantee shall leave the premises in as good condition as found, and that the Grantee shall make reasonable compensation to the Grantor (Grantor to provide Grantee a written estimate by a mutually agreed contractor) for any damage to but not limited to drainage tiles, drainage systems etc. (except as permitted specifically hereunder) to the property of Grantor caused by their exercise of the rights and privileges granted hereunder.

Grantee shall comply with all applicable laws and legal requirements in the exercise of any of the rights and privileges granted hereunder, including, without limitation, the construction, installation, use, operation, repair, and/or replacement of any of Grantee Facilities. Grantee agrees to indemnify, defend and save harmless Grantor from all injury, loss, death, damages, awards, judgments, actions, proceedings, claims and demands to the extent due to or arising out of the exercise by Grantee of the rights and privileges granted in this Easement, Grantee's breach of this Easement, Grantee's use (and that of its officials, officers, employees, agents, contractors and other invitees) of the Property, including, without limitation, the Easement Premises and/or the Temporary Easement Area. Such indemnity shall not include or apply to such damages, claims or demands to the extent due to, in connection with or arising out of the negligence, gross negligence or intentional wrongful act of Grantor or Grantor's breach of its obligations under this Easement. As is a standard practice of Grantee, Grantee shall require that any and all contractors or sub-contractors maintain all insurances as outlined herein. Further, Grantee extends its indemnification and hold-harmless commitments contained here-in to any contractor or sub-contractor to whom the Grantee grants access to the site in order to perform work or services authorized by and/or on behalf of the Grantee. Any expansion or extension of any indemnification or hold-harmless provision shall not impact or change any contract provision between Grantee and its subcontractor(s)

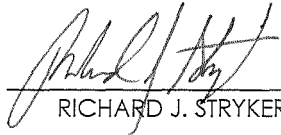
This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 21 day of AUGUST, 2017.

ROCHESTER GAS AND ELECTRIC CORPORATION

By: 

Title: DIRECTOR REAL ESTATE

By:   
RICHARD J. STRYKER

## EXHIBIT C

### TEMPORARY EASEMENT DESCRIPTION FOR ROCHESTER GAS & ELECTRIC CORPORATION

All that tract or parcel of land situated in the Town of Chili, County of Monroe, State of New York, being part Town Lot 3 in Great Lot 23 of Fitzgeralds allotment of Township 2, Range 1, Mill Seat Tract of the Phelps and Gorham Purchase, and being more particularly described as follows:

Commencing at a point on the westerly right-of-way line of Chili-Scottsville Road (State Route 386) at its intersection with the northerly property line of lands now or formerly of Robert Stryker, having a tax account number of 158.04-1-21.3. Thence northerly along said westerly right-of-way line of Chili-Scottsville Road (State Route 386) a distance of 218 feet  $\pm$  to a point, said point being the true point and place of beginning.

Thence the following courses and distances:

1. Westerly through the lands now or formerly of Stryker, Richard J. a distance of 1,009 feet  $\pm$  to an angle point;
2. Thence southwesterly continuing through said lands now or formerly of Stryker, Richard J. a distance of 667 feet  $\pm$  to an angle point
3. Thence southerly continuing through said lands now or formerly of Stryker, Richard J. a distance of 17 feet  $\pm$  to a point on the northerly line of lands now or formerly of Mark & Linda Stevens, having a tax account number of 172.02-1-2.151;
4. Thence easterly along said northerly line of lands now or formerly of Mark & Linda Stevens a distance of 41 feet  $\pm$  to a point;
5. Thence northeasterly and parallel to course two (2) continuing through the lands now or formerly of Stryker, Richard J. a distance of 633 feet  $\pm$  to an angle point;
6. Thence easterly and parallel to course one (1) continuing through the lands now or formerly of Stryker, Richard J. a distance of 994 feet  $\pm$  to a point on the westerly right-of-way line of Chili-Scottsville Road (State Route 386);
7. Thence northerly along said westerly right-of-way line of Chili-Scottsville Road (State Route 386) a distance of 40 feet  $\pm$  to a point, said point being the true point and place of beginning.

Being and hereby intending to describe a Temporary Easement, 40 feet in width, having an area of 1.52 acres  $\pm$  and designated as "Proposed Temporary Easement Area" as shown on a Proposed Utility Easement map prepared by The DDS Companies entitled "Proposed Utility Easement for Lands Now or Formerly of Stryker, Richard J. Tax Account No. 158.04-1-21.12", being job number 22-15-E038 dated 08/21/2017.



45 HENDRIX ROAD  
 WEST HENRIETTA, NY 14586  
 PHONE (585) 359-7540  
 FAX (585) 359-7547



DATE: 8/21/17 DR: M.G.

JOB No: 22-15-E038 APP: M.P.

**EXHIBIT A**

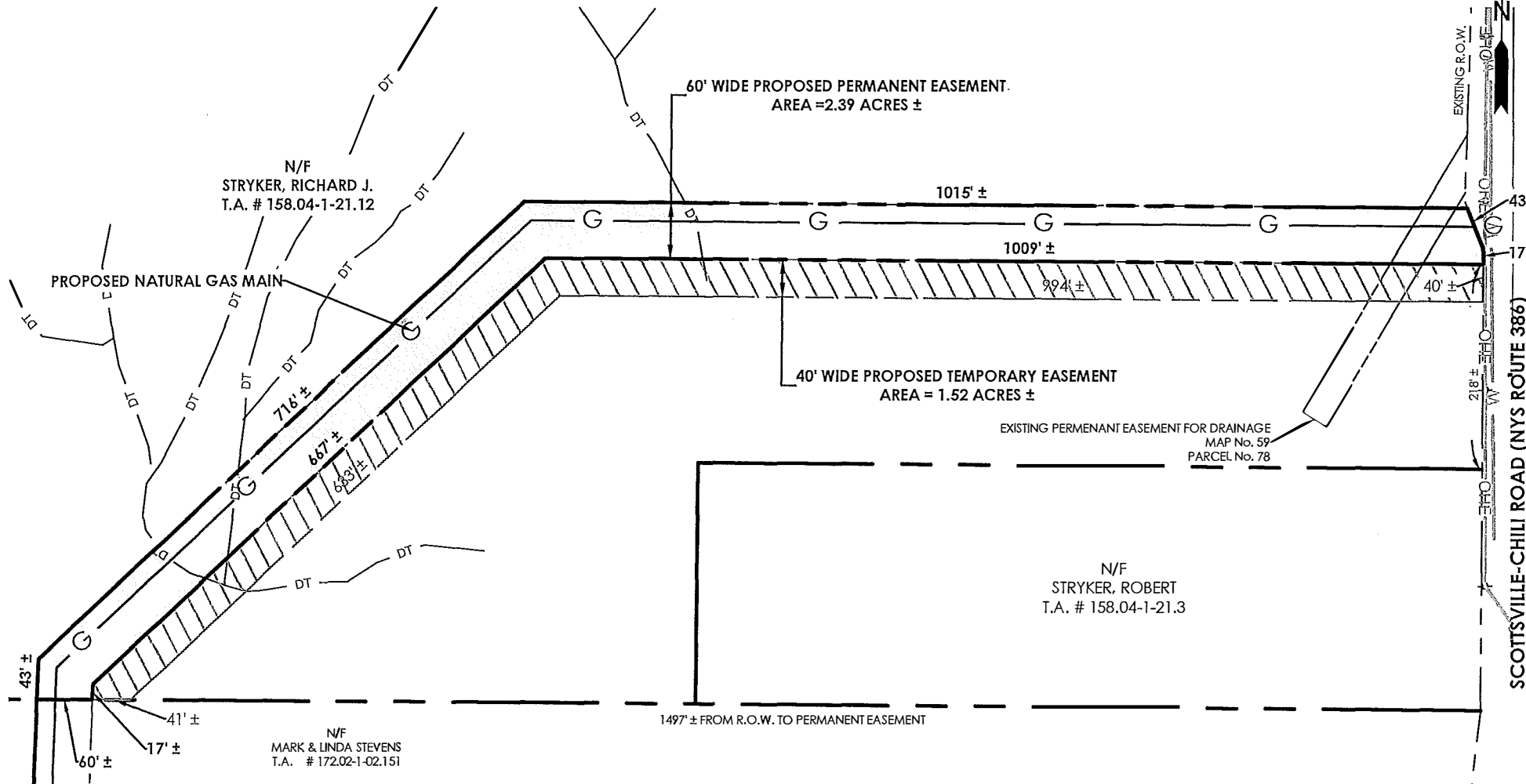
**PROPOSED UTILITY EASEMENT**

N/F  
 STRYKER, RICHARD J.  
 T.A. # 158.04-1-21.12  
 TOWN OF CHILI  
 MONROE COUNTY  
 STATE OF NEW YORK




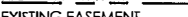
-  PROPOSED TEMPORARY UTILITY EASEMENT
-  PROPOSED PERMANENT UTILITY EASEMENT

**GRANTED TO:**

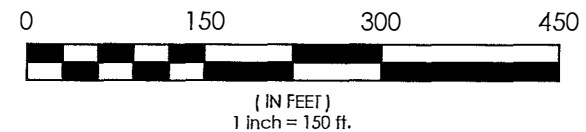
 **RG&E**  
 ROCHESTER GAS &  
 ELECTRIC CORPORATION  
 1300 SCOTTSVILLE ROAD  
 ROCHESTER, NY 14624



**LEGEND**

-  CENTERLINE
-  PROPERTY LINE
-  RIGHT-OF-WAY LINE
-  EXISTING EASEMENT

**GRAPHIC SCALE**



**EXHIBIT B**

**PERMANENT EASEMENT DESCRIPTION  
FOR  
ROCHESTER GAS & ELECTRIC CORPORATION**

All that tract or parcel of land situated in the Town of Chili, County of Monroe, State of New York, being part Town Lot 3 in Great Lot 23 of Fitzgeralds allotment of Township 2, Range 1, Mill Seat Tract of the Phelps and Gorham Purchase, and being more particularly described as follows:

Commencing at a point on the westerly right-of-way line of Chili-Scottsville Road (State Route 386) at its intersection with the northerly property line of lands now or formerly of Robert Stryker, having a tax account number of 158.04-1-21.3. Thence northerly along said westerly right-of-way line of Chili-Scottsville Road (State Route 386) a distance of 218 feet  $\pm$  to a point, said point being the true point and place of beginning.

Thence the following courses and distances:

1. Westerly through the lands now or formerly of Stryker, Richard J. a distance of 1,009 feet  $\pm$  to an angle point;
2. Thence southwesterly continuing through said lands now or formerly of Stryker, Richard J. a distance of 667 feet  $\pm$  to an angle point
3. Thence southerly continuing through said lands now or formerly of Stryker, Richard J. a distance of 17 feet  $\pm$  to a point on the northerly line of lands now or formerly of Mark & Linda Stevens, having a tax account number of 172.02-1-2.151;
4. Thence westerly along said northerly line of lands now or formerly of Mark & Linda Stevens a distance of 60 feet  $\pm$  to a point;
5. Thence northerly and parallel to course three (3) through said lands now or formerly of Stryker, Richard J. a distance of 43 feet  $\pm$  to an angle point;
6. Thence northeasterly and parallel to course two (2) continuing through the lands now or formerly of Stryker, Richard J. a distance of 716 feet  $\pm$  to a point;
7. Thence easterly and parallel to course one (1) continuing through the lands now or formerly of Stryker, Richard J. a distance of 1,015 feet  $\pm$  to a point on the westerly right-of-way line of Chili-Scottsville Road (State Route 386);
8. Thence southerly along said westerly right-of-way line of Chili-Scottsville Road (State Route 386) a distance of 43 feet  $\pm$  to an angle point in said westerly right-of-way line of Chili-Scottsville Road (State Route 386);
9. Thence continuing southerly along said westerly right-of-way line of Chili-Scottsville Road (State Route 386) a distance of 17 feet  $\pm$  to a point on said westerly right-of-way line of Chili-Scottsville Road (State Route 386), said point being the true point and place of beginning.

Being and hereby intending to describe a Permanent Easement, 60 feet in width, having an area of 2.39 acres  $\pm$  and designated as "Proposed Permanent Easement Area" as shown on a Proposed Utility Easement map prepared by The DDS Companies entitled "Proposed Utility Easement for Lands Now or Formerly of Stryker, Richard J. Tax Account No. 158.04-1-21.12", being job number 22-15-E038 dated 08/21/2017.

**EASEMENT**

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line: CM-5: 465 Scottsville Chili Road  
Auth: 9800008392 Parcel No. \_\_\_\_\_  
Area Cost Center No RC2J020410  
Construction W.O. No. \_\_\_\_\_

State of New York )  
County of Monroe ) ss:

State of New York )  
County of \_\_\_\_\_ ) ss:

State of New York )  
County of \_\_\_\_\_ ) ss:

On the 23 day of Aug in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Esther R Serra

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017, before me, personally came \_\_\_\_\_

personally 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.

personally 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.

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being duly sworn, did depose and say that he/she reside(s) at \_\_\_\_\_

Richard J. Stryker

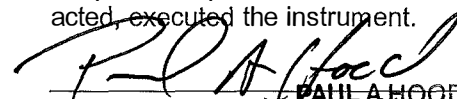
TO  
ROCHESTER GAS AND ELECTRIC CORPORATION

Dated \_\_\_\_\_, 2017

In the \_\_\_\_\_

That he/she knew \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

  
\_\_\_\_\_  
Notary Public, State of New York  
No. 01HO6324492  
Qualified in Ontario County  
Commission Expires May 11, 2019

\_\_\_\_\_  
Notary Public

To be the individual(s) described in and who executed the foregoing instrument that he/she, said subscribing witness, was present and saw \_\_\_\_\_ and \_\_\_\_\_ execute the same; and that \_\_\_\_\_, said witness, at the same time, subscribed his/her name as witness thereto.

Recorded on the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

In Book \_\_\_\_\_ of Deeds at

Page \_\_\_\_\_ and examined.

(Clerk)

Consideration on this document  
Is less than \$100.00.

\* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodian, nominee or any other individual or entity in its own or any representative capacity."

\* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodian, nominee or any other individual or entity in its own or any representative capacity."

Notary Public

**TAX MAP NUMBERS**

Section 158.04 Block 01 Lot 21.12

RETURN TO  
PROPERTY MANAGEMENT  
RECORDS CENTER  
ROCHESTER GAS & ELECTRIC  
PO BOX 5224  
BINGHAMTON, NY 13902-5224



**CERTIFICATE OF PROOF OF EXECUTION BY A SUBSCRIBING WITNESS  
Pursuant to RPL 304 (Within NYS)**

(Subscribing Witness Acknowledgment)

**SUBSCRIBING WITNESS:**

Witness: [Signature]

Print Name: David Bovee

Title: Engineering Services Gas Project Manager

NYS Drivers License # 216 138 434

State of New York :  
: ss.:  
County of Monroe :

On the 21 day of August in the year **2017** before me, the undersigned, personally appeared David Bovee, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at 1 Golfside Circle, in the County of ONTARIO, STATE of **NEW YORK**; that he knows Richard J. Stryker to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Richard J. Stryker execute the same; and that said witness at the same time subscribed his name as a witness thereto

[Signature]

Notary Public

**PAULA HOOD**  
Notary Public, State of New York  
No. 01HO6324492  
Qualified in Ontario County  
Commission Expires May 11, 20 19

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