

## 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 SCHOLAND** with a mailing address of 434 Stottle 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 **434 STOTTLE ROAD, Tax Account No. 172.02-1-11.1**, 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 5568** of Deeds at **Page 140**, (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:

**STOTTLE ROAD; A strip of land sixty (60) feet in width which is shown on the sketch attached and identified as "Exhibit A" 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 adjacent to the permanent easement area forty (40) feet in width for the purposes of construction. This temporary easement area will only be occupied 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 above shall prevent Grantor from constructing, maintaining, enlarging, improving any road, trail, sidewalk or pathway in or over the easement premises. Grantor shall contact Grantee prior to any construction within the easement premises. Grantor shall retain full use of lands over the easement premises for the growing of crops and other agricultural uses; and also the right and privilege to drive over the easement premises.

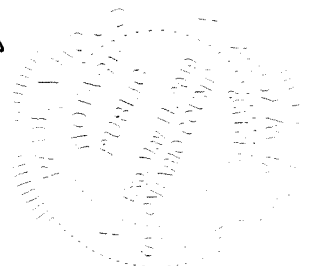
This grant is made and accepted upon the express conditions that after any exercise of the rights and privileges granted hereunder, the Grantee shall leave the premises in as good condition as found, and that the Grantee shall make reasonable compensation to the Grantor for any damage (except as permitted specifically hereunder) to the property of Grantor caused by their exercise of the rights and privileges granted hereunder.

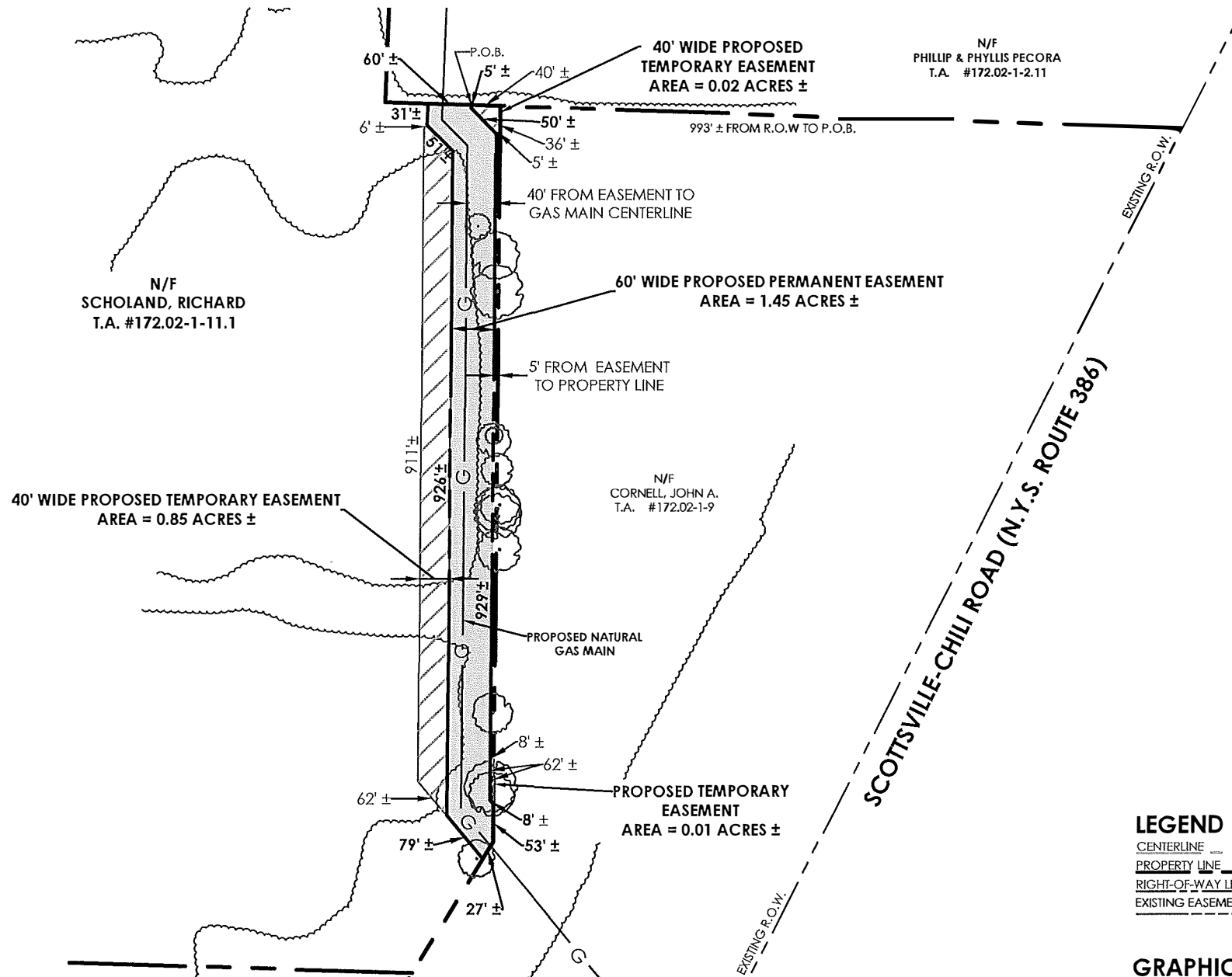
This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

The Grantor hereby warrants the title to the rights above granted.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 3 day of Aug, 2017.

By:   
RICHARD SCHOLAND



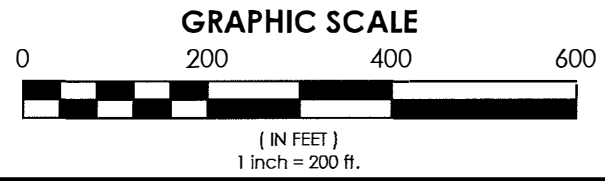


N/F  
PHILLIP & PHYLLIS PECORA  
T.A. #172.02-1-2.11

N/F  
SCHOLAND, RICHARD  
T.A. #172.02-1-11.1

N/F  
CORNELL, JOHN A.  
T.A. #172.02-1-9

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



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

DATE: 8/2/17 DR: M.G.  
JOB No: 22-15-E038 APP: M.P.

**EXHIBIT A**  
**PROPOSED UTILITY EASEMENT**

N/F  
SCHOLAND, RICHARD  
T.A. #172.02-1-11.1

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

EASEMENT

Line: CM-5: 434 Stottle Road  
Auth.9400020265 Parcel No. \_\_\_\_\_  
Area Cost Center No. RC2J000034  
Construction W.O. No. \_\_\_\_\_

Richard Scholand

TO  
ROCHESTER GAS AND ELECTRIC  
CORPORATION

Dated \_\_\_\_\_, 20\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF ) ss:

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

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

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

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

(Clerk)

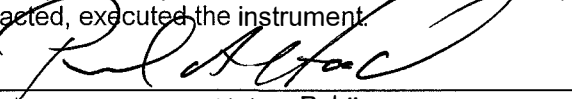
Consideration on this document  
Is less than \$100.00.

(Personal or Corporate Acknowledgment)

State of New York )  
County of Monroe ) ss:

On the 3 day of Aug in the  
year 2017, before me, the undersigned, a  
Notary Public in and for said State, personally  
appeared Richard Scholand

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.



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

\* "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."

(Personal or Corporate Acknowledgment)

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

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

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.

Notary Public

\* "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."

(Subscribing Witness Acknowledgment)

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

On the \_\_\_\_ day of \_\_\_\_\_ in the  
year 2016, before me, personally came

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

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

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

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.

Notary Public

TAX MAP NUMBERS  
Section 172.02 Block 01 Lot 11.1

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