

EASEMENT AGREEMENT

BETWEEN

XXXXXX,

GRANTOR,

AND

ROCHESTER GAS AND ELECTRIC CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK HAVING AN OFFICE AT 89 EAST AVENUE, ROCHESTER, NEW YORK 14649,

GRANTEE,

IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its lessees, licensees, successors and assigns, a permanent easement (the "Easement") in, upon, over, under, above, across, along and through the below-described portion of the premises located at xxxxxxxxxxxxxxxx, in the Town of xxxxxxxxx, Monroe County, New York, and being identified as Tax Map Parcel No. xxxxxxxxxxxx, and being (all or some of) the same premises described in a Deed recorded in the Monroe County Clerk's Office in Liber xxxxxx of Deeds at Page xxxxx (the "Property"), for the purposes set forth below.

The portion of the Property encumbered by the Easement is described and/or shown in Exhibit "A" attached hereto ("Easement Area").

As used herein, the term "Facilities" shall mean, collectively, any and all overhead and/or underground electric power transmission and/or electric power distribution equipment associated with the pole line(s) to be constructed by Grantee, including, but not limited to, poles, anchors, cables, crossarms, guys, braces, wires, support structures, conduits and associated items, all as Grantee deems to be appropriate or adaptable to Grantee's present and future needs to transmit and/or distribute electricity.

Grantee, its employees, servants, agents, and contractors (collectively, "Agents") shall have the right to use the Easement Area and such other areas of the Property as necessary: (i) to lay, construct, reconstruct, erect, maintain, operate, repair, replace, relocate, add to, increase, enlarge, raise, lower, protect, remove, modify and/or substitute all or any portion of the Facilities; and (ii) to trim, cut, and remove at any time, by manual, mechanical and/or chemical means, any vegetation (which term includes trees), and to use formulations registered with the Environmental Protection Agency or its successors to eliminate and/or modify the growth of any vegetation within, and any other vegetation near, the Easement Area that, in the sole judgment of Grantee, may interfere with the construction, operation, safety, security or maintenance of the Facilities.

Grantor may use the Easement Area for any lawful purpose, but will not (and will not permit others to) use the Easement Area for any use or take any other action that poses a hazard or risk to the health, safety or welfare of the public, or interferes with or is incompatible with Grantee's use of the Easement Area, including, but not limited to, constructing, erecting or building any structure or building within the Easement Area and/or excavating, mining or blasting within the Easement Area.

Reserving unto Grantor the right to cultivate and use the ground between any poles, towers and supporting structures and beneath any wires, provided that such use shall not interfere with or obstruct the rights herein granted, and provided that no excavating, mining or blasting shall be undertaken within the Easement Area without the written consent of Grantee, which consent may be withheld in Grantee's sole discretion.

Grantee shall have reasonable ingress and egress, on foot or motor vehicle, including trucks, to and from the Easement Area over the Property for the above purposes.

Grantee may assign this Easement, 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.

Grantee shall use reasonable efforts when exercising its foregoing rights to minimize, to the extent reasonably practical, any interference with Grantor's use of the Property. After any exercise of the rights and privileges granted hereunder, Grantee shall, to the extent reasonably practical, leave the Property in as good condition as found, and Grantee shall make reasonable compensation to Grantor for any damage (except as permitted specifically hereunder) to the property of Grantor caused by Grantee's exercise of the rights and privileges granted hereunder.

PROVIDED, that on or before sixty (60) days from execution of this easement, Grantee shall pay to Grantor the further sum of xxxxxxxxxxxxxx Dollars (\$xxxxxx). Payment shall be made by check made payable to the Grantee.

Grantor hereby warrants title to the rights above granted.

The terms hereof shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective distributees, executors, administrators, successors, and assigns.

This instrument may be executed in counterparts, each of which, when taken together, shall constitute one valid and binding original.

Signed and delivered as of \_\_\_\_\_, 2014.

GRANTOR:

By: \_\_\_\_\_

Name: xxxxxxxxxxxxxxxxxxxx

GRANTEE:

Rochester Gas and Electric Corporation

By: \_\_\_\_\_

Name: Cynthia K. Mathewson

Title: Manager – Real Estate

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me, the undersigned, personally appeared \_\_\_\_\_, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me, the undersigned, personally appeared Cynthia K. Mathewson, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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