

## 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, **LINDSAY A. MILLER** with a mailing address of 4274 Union Street, North Chili, New York 14514, 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 **4260 UNION STREET, Tax Account No. 172.03-1-29.2**, 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 12008** of Deeds at **Page 3**, (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, 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 pipe line markers 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:

**UNION STREET; A strip of land sixty (60) feet in width (permanent easement premises) and a variable width temporary easement premises 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 variable 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 and reasonably required to access the easement premises 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, mechanical and chemical means trees and other vegetation, structures and other obstructions, to use formulations registered with the environmental protection agency or its successors 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) 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 and growth which, in the reasonable 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 herein shall prohibit Grantor from constructing, maintaining, repairing or enlarging any parking lot, sidewalk or pathway near, over or within the easement premises. Grantor shall coordinate with Grantee or approved utility stake out process (i.e. Dig Safe NY) prior to any construction in the easement premises.

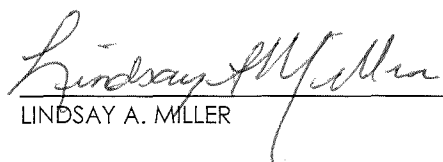
This grant is made and accepted upon the express conditions that after any exercise of the rights and privileges granted hereunder, the Grantee shall leave the premises in as good condition as found, and that the Grantee shall make reasonable compensation to the Grantor for any damage (except as permitted 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 2 day of August, 2018.

By:

  
LINDSAY A. MILLER



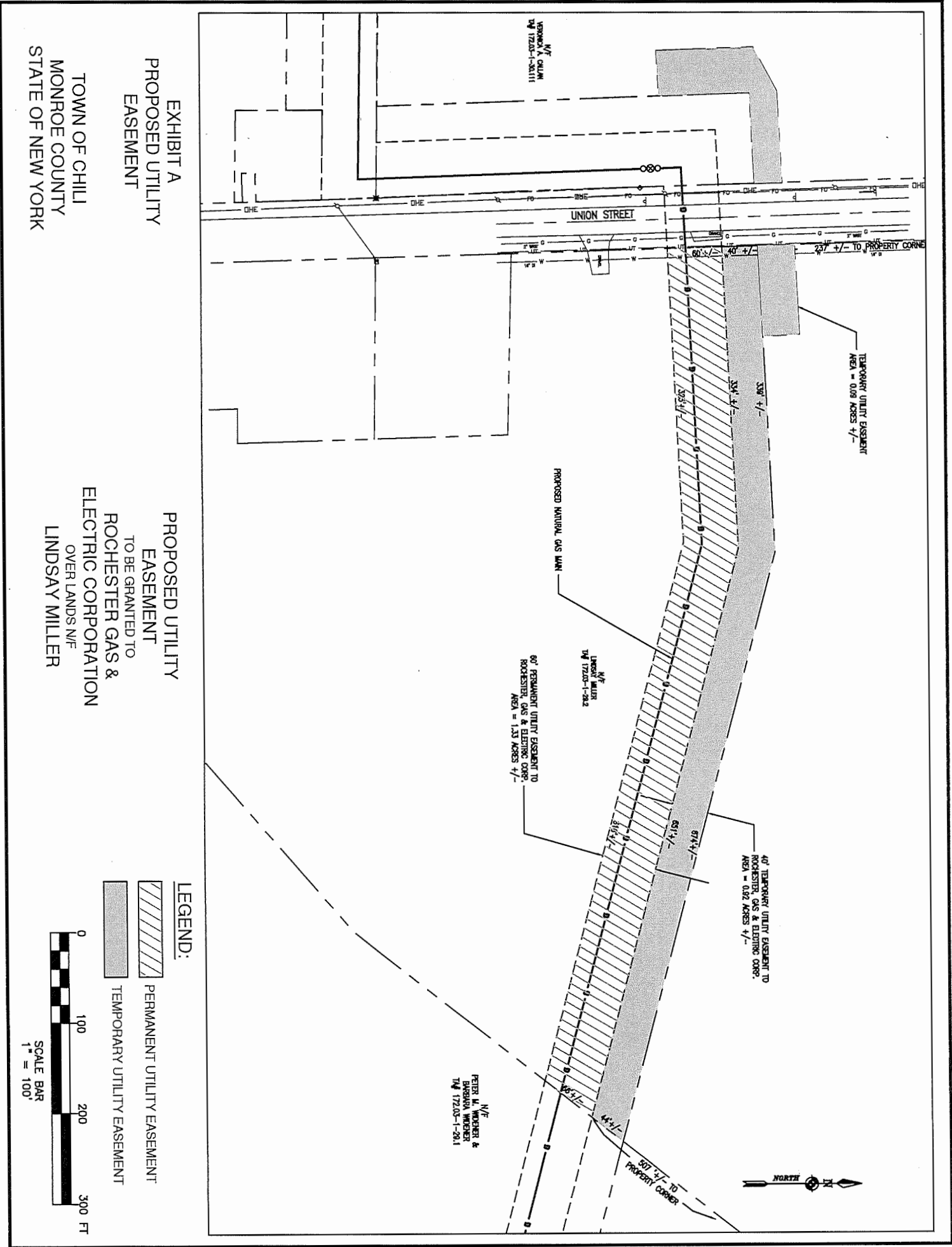
**BERGMANN**  
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,  
Landscape Architects & Surveyors, D.P.C.

**ROCHESTER GAS &  
ELECTRIC CORPORATION**

**PROPOSED UTILITY EASEMENT  
N/F LINDSAY MILLER  
T.A # 172.03-1-29.2**

DRAWING TITLE: JOB #: 010034.35 DRAWING NO.:  
BY: T. BABCOCK CHK'D BY: DATE: 07/26/2018 SCALE: 1" = 100' REFERENCE DRAWING:



Line: CM-6: 4260 Union Street  
Auth.9400020265 Parcel No. 6639  
Area Cost Center No RC2J000034  
Construction W.O. No. \_\_\_\_\_

\_\_\_\_\_  
Lindsay A. Miller

TO  
ROCHESTER GAS AND ELECTRIC  
CORPORATION

Dated Aug 2, 2018

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 2<sup>nd</sup> day of August in the  
year 2018, before me, the undersigned, a  
Notary Public in and for said State, personally  
appeared Lindsay A Miller

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.

Marcia André Havens

Notary Public  
MARCIA ANDRÉ HAVENS  
NOTARY PUBLIC, State of New York  
Monroe County  
Reg. No. 02HA4817035  
Commission Expires March 30, 2022

\* "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 \_\_\_\_\_, 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 172.03 Block 01 Lot 29.2

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