

## TERMS OF EASEMENT

### **NEW YORK STATE ELECTRIC & GAS CORPORATION 18 Link Drive, Binghamton, New York 13904**

#### **Description for Permanent and Temporary Easement Acquisition Seneca West Pipeline Interconnect Project**

TAX MAP NO. 48.01-1-2

Reputed Owner: Robert Francischelli ("Owner")

New York State Electric & Gas Corporation ("NYSEG"), a corporation organized under the laws of the State of New York having an office at 18 Link Drive, Binghamton, New York, its successors, assigns, and lessees, is hereby granted a permanent easement and right of way ("Permanent Easement"), with the right, privilege and authority to install, construct, reconstruct, operate, inspect, maintain, repair, replace and, at NYSEG's pleasure, remove one underground pipeline with appurtenant facilities for the transmission and/or distribution of natural gas, for public or private use, together with adequate protection therefor, upon, over, under and through the lands described as the "Permanent Easement Area"; and, in addition to the aforementioned permanent rights, the temporary right, privilege and authority ("Temporary Easement") to use the lands described as the "Temporary Easement Area" for all necessary or desirable construction purposes, including, without limitation, the right to trim, cut and/or remove any brush, trees, obstructions or other encroachments and the right to pile and store excavated materials and construction equipment thereon:

The Permanent Easement Area and Temporary Easement Area (collectively "Easement Areas") encumber a portion of the property acquired by the Owner by Deed recorded in the Chemung County Clerk's Office as Control #200702150078 on February 15, 2007.

The Easement Areas are fully described in Exhibit "A-1" attached to this instrument and made a part hereof.

Together with (a) the right now and from time to time to trim, cut, treat and/or remove any brush, trees, obstructions, or other encroachments within the Easement Areas, as well as the right to cut down and clear away any trees or brush on lands adjacent to the Easement Areas that now or hereafter, in the good faith opinion of NYSEG, may pose a hazard to the pipeline and appurtenances or may interfere with the exercise of NYSEG's rights hereunder; (b) the right of grading for, constructing, maintaining and using such access ways within the Easement Areas as NYSEG may deem necessary; (c) the right to mark the location of the Easement Areas by suitable markers provided that such markers shall be placed so as not to interfere with any reasonable use Owners shall make of the Easement Areas consistent with NYSEG's rights herein; (d) the right to pile and store logs originating from Owner's property within and adjacent to the Easement Areas until the overall pipeline project is completed and the pipeline is operational, which logs shall remain on Owner's property for Owner's use after the Temporary Easement has terminated; and (e) the right to construct, install, repair, maintain and replace, outside of the Easement Areas, water bars and other facilities for drainage control. The right set forth in clause (e) shall also be an obligation of NYSEG to the extent any such drainage facilities are required by the Stormwater Pollution Prevention Plan prepared by NYSEG for the pipeline construction project.

The Temporary Easement, and all of NYSEG's rights associated therewith, shall terminate after the overall pipeline project is completed and the pipeline is operational, except that (i) any rights defined in

clauses (a) through (e) of the preceding paragraph relating to the Permanent Easement that necessitate the use of the lands described in Exhibit "A" shall not terminate; and (ii) NYSEG may continue to enter the Temporary Easement Area for the sole purpose of performing any restoration activities and/or vegetation control activities that may be required by any governmental agency.

RESERVING, however, to the Owner the right to use and enjoy the Easement Areas and the Owner's property for purposes that will not interfere with or obstruct the NYSEG's full enjoyment of the rights granted herein or which create a real or potential hazard, provided further that Owner shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction or interference within the Easement Areas, or diminish (or substantially add to) the ground cover on the Easement Areas. The pipeline shall be laid sufficiently deep so that it will not interfere with normal cultivation of the land.

RESERVING, however, to Owner any and all oil, gas and other minerals and all rights thereto (collectively "Mineral Rights") on or under the Easement Areas; provided, however, in exercising the Mineral Rights, Owner shall not interfere with the easement rights granted to NYSEG herein.

PROVIDED, that any damage (other than for trimming, cutting or removing trees, brush, vegetation or other obstructions, as provided above) to the property of the Owner caused by NYSEG in constructing, reconstructing or repairing its pipeline and appurtenant facilities, shall be borne by NYSEG, and NYSEG shall also replace any damaged or destroyed ornamental trees or shrubs (i.e., trees or shrubs that have been planted as part of a garden or landscape setting) located outside the Easement Areas.

PROVIDED FURTHER, that NYSEG, in its exercise of the rights granted herein shall, at all times, to the extent reasonably practical, maintain the Easement Areas and NYSEG's improvements therein in a reasonably neat, clean, presentable and safe condition. NYSEG shall not willfully or negligently damage or destroy the Owner's property and shall, to the extent reasonably practical, keep the Owner's property free and clear of debris created by NYSEG, its contractors, or others brought onto the Owner's property by NYSEG.

NYSEG shall have the right to assign the Permanent Easement and/or Temporary 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.

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

**EXHIBIT "A-1"**  
**DESCRIPTION OF EASEMENT AREAS**

**PERMANENT EASEMENT "PE"**

All that tract or parcel of land situate in the Town of Big Flats, County of Chemung, State of New York, being a portion of property conveyed to Robert Francischelli, per L.7021, P.50078 (Tax Map # 48.01-1-2) and being more particularly described as follows:

COMMENCING at the intersection of the north line of property owned by Robert Francischelli with the west line of Barnes Hill Road. Said point being witnessed by a rebar found north 5.6 feet and east 0.2 feet. Thence, North 88°-56'-47" East, in the north line of said Francischelli property, a distance of 24.79 feet to the northeast corner thereof, said point also being in the centerline of Barnes Hill Road (49.5' right-of-way), Thence, South 04°-09'-06" East, in last said line, a distance of 66.65 feet to the POINT OF BEGINNING;

1. Thence, South 88°-30'-57" West, in said Francischelli property, a distance of 39.49 feet;
2. Thence, South 53°-17'-08" West, continuing in said property, a distance of 252.64 feet;
3. Thence, North 81°-58'-03" West, continuing in said property, a distance of 613.39 feet;
4. Thence, South 80°-28'-28" West, continuing in said property, a distance of 157.35 feet to a point in the west line of said Francischelli property;
5. Thence, South 01°-20'-11" West, in said west line, a distance of 30.55 feet;
6. Thence, North 80°-28'-28" East, in said Francischelli property, a distance of 158.47 feet;
7. Thence, South 81°-58'-03" East, continuing in said property, a distance of 621.10 feet;
8. Thence, North 53°-17'-08" East, continuing in said property, a distance of 255.46 feet;
9. Thence, North 88°-30'-57" East, continuing in said property, a distance of 31.36 feet to a point in the centerline of Barnes Hill Road;
10. Thence, North 04°-09'-06" West, in the centerline of Barnes Hill Road, a distance of 30.03 feet to the POINT OF BEGINNING.

Containing 31,939 square feet, (0.733± acres)

**TEMPORARY EASEMENT "TE"**

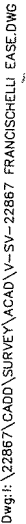
All that tract or parcel of land situate in the Town of Big Flats, County of Chemung, State of New York, being a portion of property conveyed to Robert Francischelli, per L.7021, P.50078 (Tax Map # 48.01-1-2) and being more particularly described as follows:

BEGINNING at a point in the centerline of Barnes Hill Road (49.5' right-of-way), said point also being a northeast corner of a permanent gas line easement, as described above;

1. Thence, South 88°-30'-57" West, in said Francischelli property and the north line of said permanent gas easement, a distance of 39.49 feet;
2. Thence, South 53°-17'-08" West, continuing in said property and the north line of said permanent gas easement, a distance of 252.64 feet;

3. Thence, North 81°-58'-03" West, continuing in said property and the north line of said permanent gas easement, a distance of 613.39 feet;
4. Thence, South 80°-28'-28" West, continuing in said property and the north line of said permanent gas easement, a distance of 157.35 feet to a point in the west line of said Francischelli property;
5. Thence, North 01°-20'-11" East, in said west line, a distance of 50.91 feet;
6. Thence, North 80°-28'-28" East, in said Francischelli property, a distance of 155.48 feet;
7. Thence, South 81°-58'-03" East, continuing in said property, a distance of 22.06 feet;
8. Thence, South 06°-57'-14" West, continuing in said property, a distance of 40.00 feet;
9. Thence, South 81°-58'-03" East, continuing in said property, a distance of 594.18 feet;
10. Thence, North 53°-17'-08" East, continuing in said property, a distance of 150.00 feet;
11. Thence, North 36°-42'-52" West, continuing in said property, a distance of 10.00 feet;
12. Thence, North 53°-17'-08" East, continuing in said property, a distance of 104.87 feet;
13. Thence, North 88°-30'-57" East, continuing in said property, a distance of 20.13 feet;
14. Thence, South 04°-09'-06" East, continuing in said property, a distance of 10.01 feet;
15. Thence, North 88°-30'-57" East, continuing in said property, a distance of 24.78 feet to a point in the centerline of Barnes Hill Road;
16. Thence, South 04°-09'-06" East, in the centerline of Barnes Hill Road, a distance of 10.01 feet to the POINT OF BEGINNING.

Containing 2,255 square feet, (0.052 ± acres)



Dwg:t:\22867\CADD\SURVEY\ACAD\V-SV-22867 FRANCISCHELLI EASE.DWG