

**EASEMENT
(Pipeline)**

THIS INSTRUMENT WITNESSETH THAT DAY BROTHERS, by: RICHARD A. DAY, JR., PARTNER hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of PHELPS, County of ONTARIO State of New York, fronting on the street or highway known as COUNTY ROAD 6, being tax parcel 62.00-1-24.100 and bounded WESTERLY by lands of N/F BILETZKY and EASTERLY by lands of N/F COUNTY ROAD 6 and being more fully described in a deed recorded in the ONTARIO County Clerk's Office in Book 954 of Deeds at Page 207 for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and the further consideration to be paid or tendered as hereinafter provided hereby grants and release(s) to NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive, in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its successors, assigns, lessee's, licensee's, the right, privilege and authority now and from time to time to construct, reconstruct, maintain, operate, repair, use, and at Grantee's pleasure, remove one or more underground pipeline(s) with appurtenant facilities for the transmission and distribution of natural and/or manufactured gas, and/or for communication purposes, for public or private use, upon, over, under, and through said land together with adequate protection therefore, and also a right of way within the easement width described as follows:

AS SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

ALSO: A TEMPORARY EASEMENT AREA adjacent to the permanent easement area for construction purposes, as also shown on said Exhibit 'A', to be occupied only during the course of construction. Upon construction completion Grantee will restore the premises to its original condition.

Grantor(s) further grant(s) to Grantee, its successors and assigns, (a) the right now and from time to time to trim, cut, burn, treat, and/or remove by manual or chemical means any brush, trees, obstructions, or other encroachments within the aforementioned strip, as well as the right to cut down and clear away any trees or brush on either side of the strip that nor or hereafter in the opinion of the Grantee may pose a hazard to the pipeline and appurtenances or may interfere with the exercise of Grantee's rights under this instrument; (b) the right of free ingress to and egress from the strip over and across the other property of the Grantor(s); (c) the right of grading for, constructing, maintaining, and using such roads on and across the aforementioned strip and the other property of the Grantor(s) as Grantee may deem necessary in the exercise of the right of ingress and egress; and (d) the right to mark the location of the strip by suitable markers provided that such markers shall be placed so as not to interfere with any reasonable use Grantor(s) shall make of the strip consistent with this instrument; (e) also, the right to pile and store logs upon the property of the Grantor(s) within and adjacent to the permanent and temporary easement strips, the right, but not the obligation, to construct, install, repair, maintain and replace, outside of the permanent and temporary easement strips, water bars and other facilities for drainage control.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to 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.

RESERVING, however, to the Grantor(s) the right to use and enjoy the strip and its property for purposes that will not interfere with, or obstruct, the Grantee's full enjoyment of the rights granted by this instrument or which create a real or potential hazard, provided further that Grantor(s) 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 on the strip, or diminish (or substantially add) to the ground cover on the strip. All pipelines shall be laid sufficiently deep so that they will not interfere with normal cultivation of the land.

PROVIDED, however, that any damage (other than for trimming, cutting, or removing trees, brush, vegetation, or other obstructions as provided above) to the property of the Grantor(s), caused by the Grantee in the constructing or repairing said line or lines, shall be borne by the Grantee.

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

IN WITNESS WHEREOF, the Grantor(s) ha S hereunto set his hand(s) and seal(s) this 2nd day of August, 2018.

IN PRESENCE OF:

Richard A. Day, Jr. partner (L.S.)
2274 County Road 6, Phelps, NY 14532

(L.S.)

(L.S.)

(L.S.)

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line _____
Auth. 9800008392 Parcel No. _____
Area Cost Center No. RC2J020410
Construction W.O. No. 801000

STATE OF NEW YORK }
COUNTY OF Ontario } ss:

STATE OF NEW YORK }
COUNTY OF _____ } ss:

STATE OF NEW YORK }
COUNTY OF _____ } ss:

DAY BROTHERS

On the 2nd day of August,
2018, before me, the undersigned, a Notary
Public in and for said State, personally appeared
RICHARD A. DAY, JR

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

On this _____ day of _____,
_____, before me personally came

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated August 2nd, 2018

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 by me duly sworn, did depose and say
that _____ he reside(s) at _____

STATE OF NEW YORK }
COUNTY OF _____ } ss:

Mark Porter
Notary Public

Notary Public

in the _____
that _____ he knew _____

Recorded on the _____ day of _____
at _____ o'clock _____ M.
in Book _____ of Deeds at
Page _____ and examined.

MARK PORTER
Notary Public, State of New York
Seneca County No. 01PO6150851
Commission Expires August 8, 2022

to be the Individual _____ described in and who
executed the foregoing instrument that _____ he, said
subscribing witness, was present and saw _____
execute the same; and that _____, said witness, at
the same time, subscribed h_____ name as witness
thereto.

Notary Public

(Clerk)

Consideration on this document
is less than \$100.00

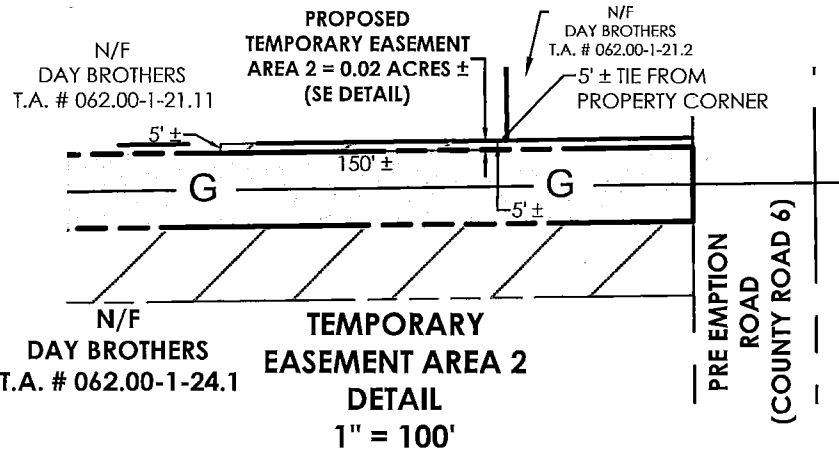
* "For the purposes of this section, the term
"person" means any corporation, joint stock
company, estate, general partnership (including
any registered limited liability partnership or foreign
limited liability partnership), limited liability
company (including a professional service limited
liability 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 custodians, 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 custodians, nominee or any other individual
or entity in its own or any representative capacity."

TAX MAP NUMBER

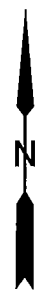
Section 62.00 Block 1 Lot 24.100

RETURN TO
PROPERTY MANAGEMENT
RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 5224
BINGHAMTON, NEW YORK 13902-5224



**TEMPORARY EASEMENT AREA 2
DETAIL**
1" = 100'

- 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: 12/12/17 DR: M.G.

JOB No: 22-16-E056 APP: M.P.

**EXHIBIT A
PROPOSED UTILITY EASEMENT**

N/F
DAY BROTHERS
T.A. # 062.00-1-24.1

TOWN OF PHELPS
ONTARIO COUNTY
STATE OF NEW YORK

- PROPOSED TEMPORARY UTILITY EASEMENT
- PROPOSED PERMANENT UTILITY EASEMENT

GRANTED TO:



NEW YORK STATE ELECTRIC
& GAS CORPORATION
152 BORDER CITY ROAD
GENEVA, NY 14456

PROPOSED
40' WIDE PERMANENT
EASEMENT
AREA = 1.98 ACRES ±

N/F
DAY BROTHERS
T.A. # 062.00-1-21.11

PROPOSED
TEMPORARY EASEMENT
AREA 2 = 0.02 ACRES ±
(SE DETAIL)

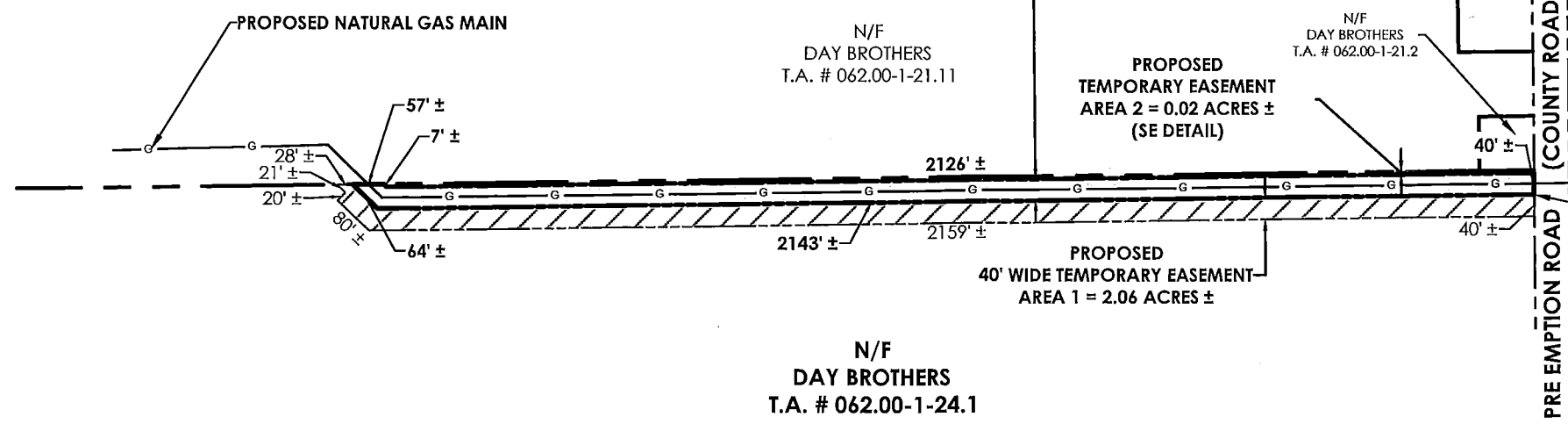
PROPOSED
40' WIDE TEMPORARY EASEMENT
AREA 1 = 2.06 ACRES ±

N/F
DAY BROTHERS
T.A. # 062.00-1-24.1

N/F
CHRIS R. & PATRICIA L. HOWARD
T.A. # 062.00-1-23.0

N/F
DAY BROTHERS
T.A. # 062.00-1-21.2

N/F
TIMOTHY & EMMA
CORTELYOU
T.A. # 063.00-1-27.0
P.O.B.
(45' ± SOUTHERLY
ALONG R.O.W.
FROM PROPERTY
CORNER.)



GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.

