

Return to: (enclose self-addressed stamped envelope)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This Instrument Prepared by:**

Trenton D. Parks, Esq.  
Greenspoon Marder, P.A.  
200 E. Broward Blvd.,  
Suite 1800  
Fort Lauderdale, FL 33301

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**UTILITY EASEMENT AGREEMENT**

THIS UTILITY EASEMENT AGREEMENT (this "*Agreement*") is made this 1 day of Sept, 2017, (the "*Effective Date*"), by and between **VERTICAL BRIDGE CC AM, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Grantor**"), and **ROCHESTER GAS AND ELECTRIC CORPORATION**, a New York corporation whose mailing address is 89 East Avenue, Rochester, New York 14604 ("**Grantee**").

(Hereinafter, "Grantor" and "Grantee" may each, individually, be referred to as a "*Party*" and collectively as the "*Parties*".)

**R E C I T A L S:**

WHEREAS, Grantor is the owner in fee simple of that certain improved real property located in the Town of Chili, County of Monroe, State of New York, as more particularly described in Exhibit A, attached hereto and incorporated herein (the "**Grantor Property**"); and

WHEREAS, Grantor currently also owns, among other things, one or more communications towers and related systems and equipment, together with any replacement therefor or addition thereto from time to time and at any time hereafter, which are or may in the future be located in, on, under, and/or about a portion of the Grantor Property (collectively, the "**Towers**"); and

WHEREAS, the Towers (or any portion thereof) may currently, and from time to time and at any time hereafter, be situated above ground or underground within the Grantor Property; and

WHEREAS, the Towers (or any portion thereof) may currently, and from time to time and at any time hereafter, be leased to third parties, including without limitation, broadcasting

companies, wireless communications companies, users of a similar nature, or licensees of any of the foregoing (each, individually, a “*Lessee*” and collectively, the “*Lessees*”); and

WHEREAS, Grantee desires to use a portion of the Grantor 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 any and all conduits, mains, pipes, regulators, valves, vaults, meters, stacks, manholes, cabinets, services, and any and all other appurtenances, fixtures, equipment, poles, and attachments which may be reasonably necessary for the commercial underground transmission and/or distribution of gas (collectively, the “*Utilities*”) by Grantee; and

WHEREAS, Grantor has agreed to grant a non-exclusive perpetual easement and right-of-way to Grantee and Grantee Parties (as such term is hereinafter defined) within, upon, over, under, above, across, along, and through that portion of the Grantor Property being more particularly described in Exhibit B attached hereto and incorporated herein (the “*Perpetual Easement Area*”), subject to and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Grantor has agreed to grant a non-exclusive temporary easement to Grantee and Grantee Parties (as such term is hereinafter defined), for ingress and egress to and from the Perpetual Easement Area over and across that portion of the Grantor Property being more particularly described in Exhibit C attached hereto and incorporated herein (the “*Temporary Easement Area*”; the Perpetual Easement Area and the Temporary Easement Area hereinafter collectively referred to as the “*Easement Areas*”), subject to and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Easement Areas are more particularly depicted on that certain map attached hereto as Exhibit D and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The Parties acknowledge and agree that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if set forth herein verbatim.

2. Parties. Unless explicitly otherwise provided in this Agreement, whenever the term “*Grantor*” is used herein, such term shall include Grantor named herein above, its successors, assigns, and legal representatives, who now own or hold, or who may hereafter own or hold an interest in or to the Easement Areas (or any portion thereof), including, without limitation, the holder of a leasehold estate (or any interest therein), or building space on or within the Grantor Property. Unless explicitly otherwise provided in this Agreement, whenever the term “*Grantee*” is used herein, such term shall include the Grantee named herein above, and its permitted successors, assigns, and legal representatives (or any portion thereof).

3. Grant of Easement. Grantor, for itself, its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its permitted heirs, personal representatives,

successors, assigns, licensees, customers, invitees, directors, members, employees, managers, officers, agents, contractors, and any other party claiming by, through, or on behalf of Grantee (“*Grantee Parties*”) the following easements, which Grantee Parties shall have the right to access and use seven (7) days per week and twenty-four (24) hours per day:

(a) a non-exclusive perpetual easement (the “*Perpetual Easement*”) within, upon, over, under, above, across, along, and through the Perpetual Easement Area for the purposes of accessing, operating, and using the Utilities and conducting business activities related to the Utilities, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, operation, patrolling, repairing, alteration, inspection, replacement, and/or removal of the Utilities, provided that (i) all manhole covers, valves, cabinets and stacks shall be located at or above ground level within the Perpetual Easement Area; (ii) no development or use of the Perpetual Easement Area by Grantee Parties (or any of them) shall adversely affect the Towers; and (iii) any and all development and use of the Perpetual Easement Area by Grantee Parties (or any of them) shall be subject to and in accordance with all terms and conditions set forth in this Agreement.

(b) a non-exclusive temporary easement (the “*Temporary Easement*”; the Perpetual Easement and the Temporary Easement hereinafter collectively referred to as the “*Easements*”) for ingress and egress to and from the Perpetual Easement Area over and across the Temporary Easement Area, for all purposes and uses reasonably necessary for and incidental to the timely completion of the construction and installation of the Utilities within the Perpetual Easement Area (“*Construction*”), provided that (i) no development or use of the Temporary Easement Area by Grantee Parties (or any of them) shall adversely affect the Towers; and (ii) any and all development and use of the Temporary Easement Area by Grantee Parties (or any of them) shall be subject to and in accordance with all terms and conditions set forth in this Agreement.

4. Duration. Grantor and Grantee hereby acknowledge and agree that this Agreement and the Perpetual Easement shall be perpetual in duration, commencing as of the Effective Date. Grantor and Grantee hereby acknowledge and agree that the Temporary Easement shall be effective as of the Effective Date, but shall automatically and immediately terminate on the date upon the completion of Construction and restoration.

(a) Notwithstanding the foregoing provisions of this Section 4, in the event that (i) no Utilities (or any portion thereof) have been constructed or installed on or within the Perpetual Easement Area within five (5) years after the Effective Date of this Agreement (a “Nonuse Event”), then Grantor may deliver to Grantee written notice specifying such Nonuse Event. If Grantee fails to, within thirty (30) days after Grantee’s receipt of a written notice specifying a Nonuse Event, either (x) deliver satisfactory evidence to Grantor (in Grantor’s reasonable discretion) which supports a determination that a Nonuse Event has not occurred, or (y) commence or recommence its use of the Perpetual Easement, then such shall constitute a “*Deemed Abandonment*” and the Perpetual Easement and the Temporary Easement (if and to the extent the Temporary Easement has not already terminated or expired pursuant to the terms hereof) shall immediately and automatically terminate.

5. Use of the Easement Areas. The Construction, the Utilities, and Grantee Parties (or any of them) shall not cause, permit, contribute to, or otherwise allow (directly or indirectly) any electrical and/or physical interference with or of the communications systems, the quality, strength, or range of any broadcast signals or radio communications, frequencies, or other electronic and/or wireless forms of communications on, from, or otherwise related to any Tower now or in the future existing on or within the Grantor Property (or any portion thereof), including but not limited to all grounding systems, wires, equipment, structures, fiber lines, electrical lines, radial wires, coax cables, and/or phone lines which may be located above-ground and/or underground, or which may adversely affect the ability of any Tower or Tower communications to comply with the applicable FCC-licensed operating parameters (collectively, “***Objectionable Interference***”).

(a) Notwithstanding anything contained herein to the contrary, prior to the commencement of Construction, Grantor may elect to engage a qualified professional engineer to conduct pre-Construction performance measurements of the frequency strength, and range of each Tower (“***Pre-Construction Test***”), and the results of the Pre-Construction Test shall be promptly supplied to Grantee. If Grantor procures a Pre-Construction Test and delivers the Pre-Construction Test to Grantee pursuant to this Section 5(a), then Grantor may elect to, at any time and from time to time following the commencement of Construction, conduct periodic performance measurements of the frequency strength, and range of each Tower (each, individually, a “***Periodic Test***” and collectively, the “***Periodic Tests***”), and the results of each Periodic Test shall be promptly supplied to Grantee.

(b) In the event of Objectionable Interference reasonably determined to be caused by the Construction, the Utilities, and/or the Grantee Parties, Grantor may deliver written notice thereof to Grantee (or to any Grantee Parties, if the party responsible for the Objectionable Interference can readily be determined), specifying the Objectionable Interference with reasonable particularity, and requesting that Grantee or Grantee Parties take all such actions as necessary to rectify and/or terminate the Objectionable Interference (each, individually, an “***Interference Notice***”). Immediately upon receipt of an Interference Notice, Grantee and/or Grantee Parties shall immediately take all such actions as necessary to determine the cause of the Objectionable Interference, if such cause is unknown, and shall immediately pursue (as applicable) all courses of action necessary to eliminate the Objectionable Interference once such cause is known, in addition to all other remedies or other courses of action needed to rectify the Objectionable Interference to the reasonable satisfaction of Grantor. Grantor and Grantee shall use good faith efforts to resolve any interference issues.

(c) The use of the Easement Areas and the Easements, including, without limitation the Construction, by or on behalf of Grantee Parties, shall be in compliance with all applicable federal, state, municipal, and other governmental laws, statutes, ordinances, all regulations, orders, opinions, and directives, as such laws, statutes, ordinances, all regulations, orders, opinions, and directives now exist or may hereafter exist, including, without limitation, any zoning ordinances or regulations and environmental laws (collectively, “***Laws***”).

(d) Notwithstanding anything to the contrary contained in Section 3 hereof, all Construction, and other construction, installation, improvement, reconstruction, modification, supplementation, maintenance, operation, patrolling, repairing, alteration, inspection, replacement, and/or removal of the Utilities (or any portion thereof) and/or on or within the Easement Areas by any Grantee Parties shall be conducted from 7:00 a.m. to 7:00 p.m., except and to the extent that such constitutes an emergency repair.

6. Maintenance. Grantee, in its exercise of the rights granted herein shall, at all times, to the extent reasonably practical, maintain the Easement Area and Grantee's improvements therein in a reasonably neat, clean, presentable and safe condition. Grantee shall not willfully or negligently damage or destroy Grantor's property and shall, to the extent reasonably practical, keep Grantor's property free and clear of debris created by Grantee, its contractors, or others brought onto Grantor's property by Grantee. Grantee covenants and agrees that, in conducting its operations on Grantor's property, Grantee shall strictly comply with all laws, statutes, rules and regulations and shall not use the Easement in a manner that may be dangerous or constitute a public or private nuisance. Grantee shall not locate or dispose on or about the Easement any substance that is subject of any law or regulation pertaining to public health, safety, protection, or conservation of the environment. In the event, however, that any contamination should occur on Grantor's property as the result of Grantee's operations, Grantee shall clean up such contamination and remediate Grantor's Property to as nearly its original condition as possible. Grantor shall have no obligation whatsoever with respect to the operation, maintenance, and repair of the Utilities (or any portion thereof).

(a) Any damage, other than for trimming, cutting, or removing trees, brush, vegetation or other obstructions, to the Grantor Property caused by Grantee Parties in constructing, reconstructing or repairing its pipeline and appurtenant facilities, shall be borne by Grantee Parties and Grantee Parties shall repair or restore the Grantor Property to as nearly its original condition as possible. In addition, any repairs or restoration to the Grantor Property required by this paragraph shall be completed in accordance with all Laws.

7. Indemnification. Grantee will be solely responsible for the design and construction of the Easement Facilities constructed within the Easement Property, the operation, maintenance, and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Property or any other portion of Grantor's Property by Grantee, or Grantees, employees, agents, contractors, customers or invitees. Grantee shall indemnify Grantor, in accordance with law, against any loss and damage that is caused by the exercise of the rights granted under this agreement or by wrongful or negligent act or omission of Grantee's agents, employees, or contractors in the course of their employment. Nothing contained herein will ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising or in any manner connected with the acts, conduct, or negligence of Grantee, or its contractors, in the design, construction, or maintenance of the Easement facilities.

8. The grant of the Easements is made and accepted upon the express conditions that after any exercise of the rights and privileges granted hereunder, Grantee shall leave the Easement Areas in a condition as good or better than the condition in which the Easement Areas existed prior to this Agreement, and that Grantee shall make reasonable compensation to Grantor for any damage (except as permitted specifically hereunder) to any property of Grantor caused by their exercise of the rights and privileges granted hereunder.

9. Reservation of Rights. The Easements granted herein are non-exclusive in nature and are subject to all matters of record. Grantor reserves the right to use and enjoy the Easement Area and Grantor's property for purposes that will not interfere with or obstruct Grantee's full enjoyment of the rights granted herein or which create a real or potential hazard, provided further that Grantor 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 Area, or diminish (or substantially add to) the ground cover on the Easement Area. The pipeline shall be laid sufficiently deep so that it will not interfere with normal cultivation of the land.

10. Interpretation. All exhibits attached hereto are hereby incorporated into this Agreement as if set forth herein verbatim. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the respective heirs, successors, executors, administrators, and assigns of the Parties hereto. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular, and the use of any pronoun with respect to gender shall include the neutral, masculine, feminine and plural, unless the context should indicate otherwise.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of New York without regard to choice-of-law rules of any jurisdiction. The Parties hereby agree that in the event any controversy or claim between the Parties arises out of or relates to the disposition of this Agreement, any forum of competent jurisdiction located in Monroe County, New York shall have exclusive jurisdiction over such dispute.

12. Authority to Execute. Each Party hereby represents and warrants to the other Party that: (i) it has entered into this Agreement voluntarily and of its own free will and has the legal capacity and authority to execute this Agreement; (ii) it has been represented by counsel in connection with the negotiation of this Agreement; and (iii) the individual executing this Agreement its behalf is duly authorized to execute and deliver this Agreement on its behalf, and that this Agreement is binding upon the Party in accordance with its terms.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

14. Integration and Modification. This Agreement and the exhibits attached hereto constitute a complete and total integration of the agreement of the Parties, and all antecedent agreements, promises, representations, and affirmations, whether written or oral are merged herein and superseded hereby. No oral promises, representations, or affirmations made contemporaneously with the execution of this Agreement shall operate to modify, enlarge, or

contradict its express terms. Except as may be otherwise set forth herein, this Agreement may be modified, amended, or terminated by the subsequent agreement of the Parties, but no such amendment or modification shall be effective unless contained in a writing signed by both Parties, and shall take effect upon its recordation in the Public Records of Monroe County, New York.

15. Assignment. Grantor reserves the right to assign, transfer, mortgage, or otherwise encumber any of the Towers and/or any portion of the Grantor Property. Upon the occurrence of an assignment, sale, or other transfer, Grantor shall be fully released of all obligations hereunder, and from any liability and responsibility under this Agreement. In addition to the foregoing, Grantor may lease or license any of the Towers and/or any portion(s) of the Grantor Property, or any of the rights thereto, provided that such shall not materially and adversely affect Grantee's right to use and enjoy the Easements granted hereunder, pursuant to the terms hereof. The Grantee is hereby expressly given and granted the right to assign this Instrument, 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, with written notice to be provided to the Grantor after any assignment.

16. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the operation, validity, or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any term or provision of this Agreement is so broad as to be unenforceable, the term and/or provision shall be interpreted to be only so broad as is enforceable.

17. Notice. Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand-delivered, (ii) sent by Federal Express or a comparable overnight mail service, (iii) mailed by U.S. certified mail, return receipt requested, postage prepaid, or (iv) sent by facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail as follows:

If to Grantor:	Vertical Bridge CC AM, LLC 750 Park of Commerce Drive, Suite 200 Boca Raton, FL 33487 Attn: Daniel Marinberg, Esq. Phone: (561) 923-0734 Fax: (561) 989-0277 E-mail: <a href="mailto:dmarinberg@verticalbridge.com">dmarinberg@verticalbridge.com</a>
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With a copy to: \_\_\_\_\_

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

If to Grantee: \_\_\_\_\_

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

With a copy to: \_\_\_\_\_

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

18. Headings. The caption headings of the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the scope of this Agreement.

19. Construction. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and this Agreement shall be construed without regard to any presumption or other rule that would require construction against the party causing this Agreement to be drafted.

20. Runs with the Land. This Agreement shall run with the land, binding upon and inuring to the benefit of Grantor, including its successors and assigns of Grantor's ownership interest in the Easement Areas, and is binding upon and inuring to the benefit of Grantee and its permitted successors, assigns, and legal representatives.

21. No Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Grantor and Grantee. Except as may be expressly set forth in this Agreement to the contrary, neither Party shall have the right to act as an agent for the other Party.

22. No Waiver. The failure of either Party to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to

enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto. The express waiver by either Party of any of the terms or provisions of this Agreement shall in no event be deemed to modify the non-waiving Party's obligations hereunder, nor shall it be deemed a waiver of waiving Party's right to enforce any other breach or violation occurring prior or subsequent thereto.

23. Calculation of Time Periods. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "business day" shall mean any day other than a Saturday, Sunday, or day upon which commercial banks in Monroe County, New York are closed. In the event a time period in this Agreement ends on a day which is not a business day, the time period shall be deemed continued until the next business day.

24. Remedies Cumulative. Except as may otherwise be expressly provided in this Agreement, no remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity. The Parties acknowledge and agree that the pursuit by a Party of any one remedy shall not operate as an election of remedies prohibiting the pursuit of other remedies established by this Agreement.

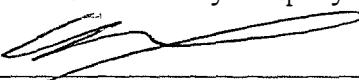
25. Waiver of Jury Trial. Grantor and Grantee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on, or in respect of, any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Grantor and Grantee hereunder, Grantee's use of the Grantor Property and/or any claim of injury or damage.

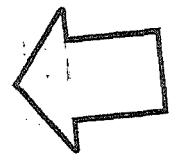
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under seal, all the day and year first above written.

**GRANTOR:**

**VERTICAL BRIDGE CC AM, LLC**, a  
Delaware limited liability company

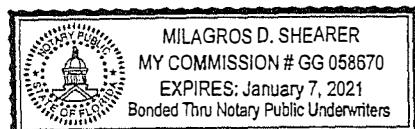
By:   
Name: Alex Gellman, CEO



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

On this 1<sup>st</sup> day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Florida, personally appeared Alex Gellman, 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 as the Chief Executive Officer of Vertical Bridge CC AM, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Milagros D. Shearer  
Notary Public  
My Commission Expires: 1-7-2021



GRANTEE:

ROCHESTER GAS AND ELECTRIC  
CORPORATION, a New York corporation

By: Esther Serra  
Name: ESTHER SERRA  
Title: DIRECTOR REAL ESTATE

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF MONROE )

On this 1 day of Sept, 2017, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Esther Serra, 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 as the Director- Real Estate of ROCHESTER GAS AND ELECTRIC CORPORATION, a New York corporation, freely and voluntarily under authority duly vested in him/her by said corporation, 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

My Commission Expires: 5/11/2019

PAULA HOOD  
Notary Public, State of New York  
No. 01H06324492  
Qualified in Ontario County  
Commission Expires May 11, 2019

**EXHIBIT A**  
**GRANTOR PROPERTY**

Attach legal description.

Exhibit A

GRANTOR PROPERTY

Site ID: US-NY-5046

SITUATED IN THE TOWN OF CHILI, COUNTY OF MONROE, STATE OF NEW YORK

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF CHILI, COUNTY OF MONROE AND STATE OF NEW YORK, BEING PART OF TOWN LOTS 170 AND 171 OF THE LIVINGSTON TRACT, SO CALLED, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF BROOK ROAD AND THE EASTERLY LINE OF BALLANTYNE ROAD; RUNNING THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF BALLANTYNE ROAD 1622.84 FEET TO A POINT; RUNNING THENCE EASTERLY ALONG LANDS NOW OR FORMERLY OF MORRIS ATKIN AND ALONG A LINE FORMING AN INTERIOR ANGLE OF 110 DEGREES 27' WITH THE EASTERLY LINE OF BALLANTYNE ROAD, A DISTANCE OF 1974.24 FEET TO A POINT; RUNNING THENCE SOUTHERLY ALONG LANDS NOW OR FORMERLY OF CATE AND ALONG A LINE FORMING AN INTERIOR ANGLE OF 89 DEGREES 18' 15" WITH THE LAST MENTIONED COURSE A DISTANCE OF 435.28 FEET TO A POINT; RUNNING THENCE WEST ALONG A LINE FORMING AN INTERIOR ANGLE OF 90 DEGREES 26' 45" WITH THE LAST MENTIONED COURSE A DISTANCE OF 792.00 FEET; RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF TOWN LOT NO. 171 AND ALONG A LINE FORMING AN INTERIOR ANGLE OF 270 DEGREES 19' WITH THE LAST MENTIONED COURSE A DISTANCE OF 982.65 FEET TO A STAKE; RUNNING THENCE WESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90 DEGREES 08' WITH THE LAST MENTIONED COURSE A DISTANCE OF 100 FEET; RUNNING THENCE SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 269 DEGREES 52' WITH THE LAST MENTIONED COURSE A DISTANCE OF 100 FEET TO A POINT ON THE NORTHERLY LINE OF BROOK ROAD; RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF BROOK ROAD AND ALONG A LINE FORMING AN INTERIOR ANGLE OF 90 DEGREES 08' WITH THE LAST MENTIONED COURSE A DISTANCE OF 1645.06 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF BALLANTYNE ROAD TO THE POINT OR PLACE OF BEGINNING. SAID EASTERLY LINE OF BALLANTYNE ROAD AND THE NORTHERLY LINE OF BROOK ROAD FORMS AN INTERIOR ANGLE OF 69 DEGREES 21'.

TAX I.D. NUMBER: 159.02-1-16

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**EXHIBIT B**  
**PERPETUAL EASEMENT AREA**

All that tract or parcel of land situated in the Town of Chili, County of Monroe, State of New York, being part of Lot 170 of the Livingston Tract, and being more particularly described as follows:

Beginning at the intersection of the northerly right-of-way line of Brook Road and the easterly right-of-way line of Ballantyne Road;

Thence northeasterly along the easterly right-of-way line of Ballantyne Road a distance of 1,623 feet ± to a point on the northerly property line of lands now or formerly of Citicasters Co., having a tax account number of 159.02-1-16;

Thence easterly along said northerly property line of lands now or formerly of Citicasters Co. a distance of 64 feet ± to a point;

Thence southwesterly parallel to the easterly right-of-way line of Ballantyne Road a distance of 1,623 feet ± to a point on the northerly right-of-way line of Brook Road;

Thence westerly along said northerly right-of-way line of Brook Road a distance of 64 feet ± to a point on the easterly right-of-way line of Ballantyne Road, said point being the true point and place of beginning.

Being and hereby intending to describe a Permanent Easement being 60 feet in width, having an area of 2.32 acres ± and designated as "Proposed 60' Wide Permanent Easement" as shown on a Proposed Utility Easement map prepared by The DDS Companies entitled "Proposed Utility Easement for Lands Now or Formerly of Citicasters Co. Tax Account No. 159.02-1-16", being job number 22-15-E038 dated 07/08/2016.

**EXHIBIT C**  
**TEMPORARY EASEMENT AREA**

All that tract or parcel of land situated in the Town of Chili, County of Monroe, State of New York, being part of Lot 170 of the Livingston Tract, and being more particularly described as follows:

Commencing at the intersection of the northerly right-of-way line of Brook Road and the easterly right-of-way line of Ballantyne Road. Thence easterly along said northerly right-of-way line of Brook Road a distance of 64 feet ± to a point, said point being the true point and place of beginning.

Thence northeasterly parallel to the easterly right-of-way line of Ballantyne Road a distance of 1,623 feet ± to a point on the northerly property line of lands now or formerly of Citicasters Co., having a tax account number of 159.02-1-16;

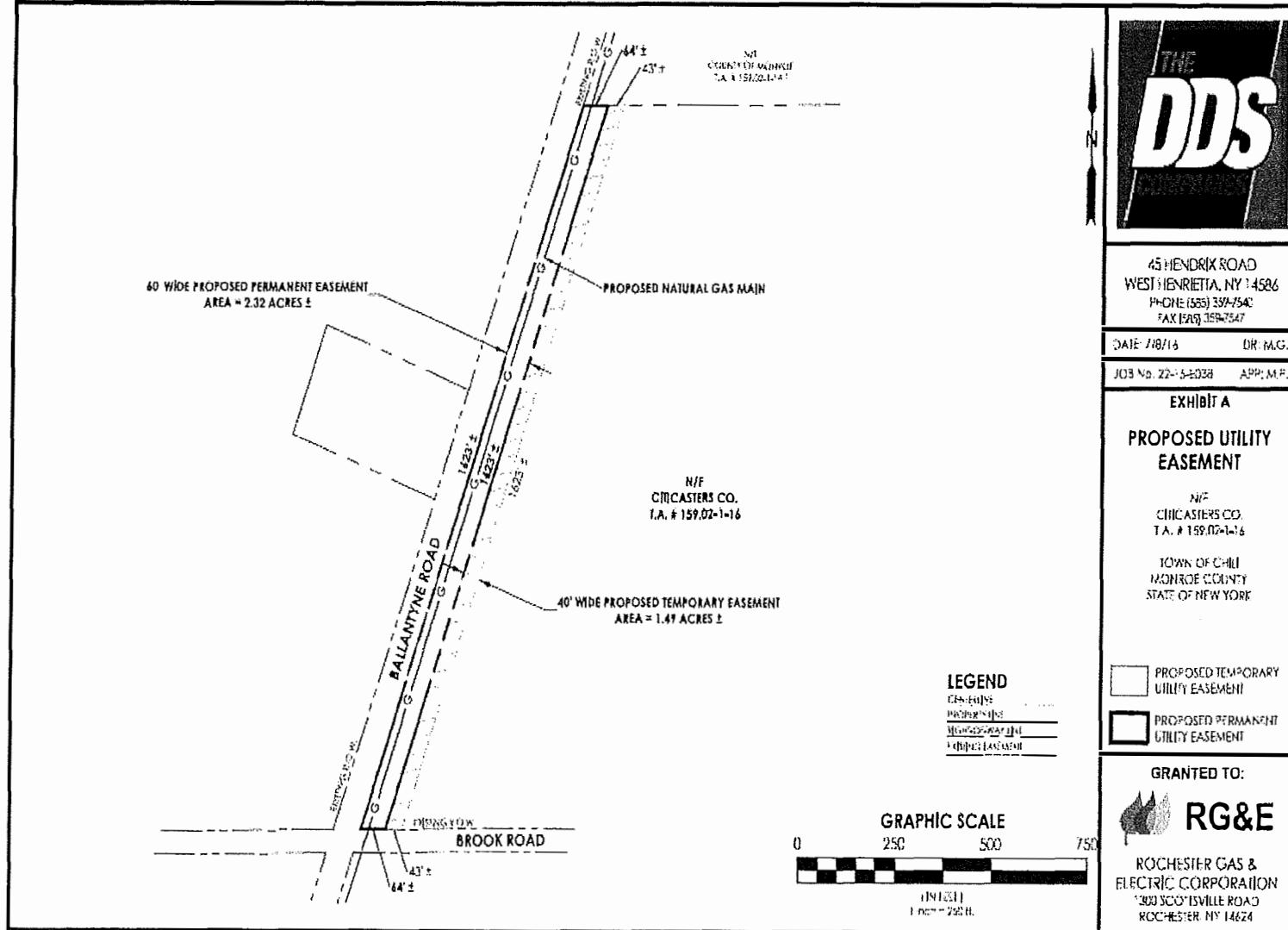
Thence easterly along said northerly property line of lands now or formerly of Citicasters Co. a distance of 43 feet ± to a point;

Thence southwesterly parallel to the easterly right-of-way line of Ballantyne Road a distance of 1,623 feet ± to a point on the northerly right-of-way line of Brook Road;

Thence westerly along said northerly right-of-way line of Brook Road a distance of 43 feet ± to a point said point being the true point and place of beginning.

Being and hereby intending to describe a Temporary Easement being 40 feet in width, having an area of 1.49 acres ± and designated as "Proposed 40' Wide Temporary Easement" as shown on a Proposed Utility Easement map prepared by The DDS Companies entitled "Proposed Utility Easement for Lands Now or Formerly of Citicasters Co. Tax Account No. 159.02-1-16", being job number 22-15-E038 dated 07/08/2016.

EXHIBIT D  
EASEMENT MAP



Line: CM-5: 591 Ballantyne Rd.

Auth.9400020265 Parcel No. 0026  
Area Cost Center No RC2J000034  
Construction W.O. No. \_\_\_\_\_

Vertical Bridge CC Parent, LLC

By- \_\_\_\_\_

TO  
ROCHESTER GAS AND ELECTRIC  
CORPORATIONDated Sep 1, 2017STATE 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 Florida )  
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

## (Personal or Corporate Acknowledgment)

State of Florida )  
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

## (Subscribing Witness Acknowledgment)

State of Florida )  
County of \_\_\_\_\_ ) ss:On the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year 2016, before me, personally camethe 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 159.02 Block 01 Lot 16.0RETURN TO  
PROPERTY MANAGEMENT  
RECORDS CENTER  
ROCHESTER GAS & ELECTRIC  
PO BOX 5224  
BINGHAMTON, NY 13902-5224\* "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."\* "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."