

3897/523

EASEMENT

22101

In consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF ROCHESTER, a New York municipal corporation with its principal place of business at City Hall, 30 Broad Street West in the City of Rochester, Monroe County, New York, "Grantor", does hereby give, grant, and convey to ROCHESTER GAS AND ELECTRIC CORPORATION, a New York corporation with its principal office at 89 East Avenue in the City of Rochester, Monroe County, New York, its successors and assigns, "Grantee", a permanent easement and right of way to lay, construct, reconstruct, relocate, raise, lower, replace, increase, enlarge, repair, maintain, operate, protect, and remove, from time to time, such, and any and all, (1) conduits, tunnels, manholes, meters, wires, cables, transformers, vaults and other appurtenances and fixtures adaptable to, or desirable for, the present or future needs, uses, or purposes of Grantee for an underground system to transmit and distribute electricity for light, heat, power, or any other purposes, (2) conduits, tunnels, manholes, vaults, mains, pipes, lines, meters, valves, loops, and other appurtenances and fixtures adaptable to, or desirable for, the present or future needs, uses, or purposes of Grantee for an underground system to transport and distribute steam for heat, power, or any other purpose, and (3) mains, pipes, regulators, valves, vaults, meters, stacks, manholes, services, and other appurtenances and fixtures adaptable to, or desirable for, the present or future needs, uses, or purposes of Grantee for an underground system to transport and distribute gas for heat, power, or any other purpose, all in, under, across, and through the following described premises:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being particularly described as follows:

Commencing at the intersection of the south line of Andrews Street with the east line of State Street; thence North 45° 11' 08" East, a distance of 205.96 feet; thence North 46° 48' 13" East, a distance of 59.47 feet; thence North 57° 12' 28" East, a distance of 157.38 feet; thence North 41° 21' 06" East, along the north line of Parcel No. 1 in the Genesee Crossroads Urban Renewal Project (New York R-80), a distance of 63.02 feet; thence North 69° 11' 57" East, continuing along the north line of the aforesaid Parcel No. 1, a distance of 111.50 feet to the place of beginning of the easement premises to be described herein;

Thence (1) North 6° 22' 57" East, continuing along the north line of the aforesaid Parcel No. 1 and along the south line of Andrews Street, a distance of 64.52 feet; thence (2) North 71° 57' 46" East, continuing along both the north line of the aforesaid Parcel No. 1 and the south line of Andrews Street, a distance of 81.5 feet to a point westerly of the wall along the west side of the Genesee River; thence (3) South 22° 45' 23" East, a distance of 177.72 feet to a point in the south line of the aforesaid Parcel No. 1; thence (4) South 69° 29' 23" West, along the south line of the

aforesaid Parcel No. 1, a distance of 10.43 feet; thence (5) North 22° 45' 23" West, parallel to course 3, a distance of 793.54 feet; thence (6) South 69° 22' 57" West, parallel to course 1, a distance of 55.00 feet; and thence (7) North 20° 37' 11" West, a distance of 6.00 feet to the place beginning of the easement premises, containing 0.197 acre, more or less. All bearings herein are based on True North.

Together with the right at all times to have access thereto for the exercise of any of the rights granted herein.

Reserving to the Grantor, and to its assigns, the right to use and improve the surface of the ground within the easement premises. However, such use or improvements shall not render Grantee's exercise of the rights granted herein impossible or impractical; further, no digging, excavating, drilling, or blasting shall be undertaken within the easement premises without the written consent of Grantee on such reasonable terms and conditions as Grantee deems necessary, which consent shall not be unreasonably withheld.

Grantee shall restore the surface of the premises, including improvements now or hereafter made thereto as permitted hereinabove, after each exercise by it of the rights granted herein, to as good or better condition as prior to its exercise.

Grantee covenants and agrees with Grantor (which term as used in this paragraph shall include Grantor's successors and assigns) that Grantee will forever indemnify, protect and save Grantor harmless from and against any liability or damages which shall be incurred or suffered by Grantor by reason of damage or injury to the property of the Grantor, or damage or injury to others resulting from any defective condition of Grantee's facilities within the easement premises or from negligent acts or omissions on the part of Grantee, its agents, servants, employees, or contractors in the exercise of the rights granted herein.

Dated: April 17, 1968 THE CITY OF ROCHESTER

APPROVED AS TO FORM
CORPORATION COUNSEL

[Seal]

By: [Signature]
4/22/68

Seymour Scher
City Manager

ROCHESTER GAS AND ELECTRIC
CORPORATION

By:

[Signature]
Dewitt Pike
Executive Vice President