

GRANT OF EASEMENT

County of Albany, a municipal corporation of the State of New York having an address at 112 State Street, Suite 800, Albany, New York 12207 (hereinafter referred to as “Grantor”), is the owner of that certain parcel of real property commonly known as **304 Madison Avenue** located in the City of Albany, County of Albany in the State of New York, identified on the tax maps of the County of Albany, as Section 76.10 Block 1 Lot 10 (SBL# 76.10-1-10) and pursuant to that certain deed recorded with the County Clerk of the County of Albany on May 11, 1965 in Liber 1829 at Page 311 (the “Grantor’s Land”), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as “Grantee”), for Grantee and its lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor’s Land (the “Easement”) under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantee with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gas distribution facilities including a line or lines of pipe, valves, fittings, handholes, manholes, conduit, vaults, housings, connectors, pedestals, closures, markers, cables, connections to aboveground facilities, braces, fittings, foundations, anchors, lateral service lines, and other fixtures and appurtenances which the Grantee shall require now and from time to time, for the transmission and distribution of gas for public or private use (the “Facilities”) and locate, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure abandon or remove lateral service lines underground to provide gas service (the “Primary Service Laterals”) to all buildings now or hereafter constructed upon all lots owned by Grantor, which are part of the residential development depicted on that certain sketch entitled “Easement Sketch-Exhibit “A”, WR# **30722973**” attached hereto and made a part hereof as Exhibit “A” (the Facilities defined herein together with Primary Service Laterals, except service laterals, referred to collectively as “Grantee’s Facilities”), in, through, upon, over, under, and across that portion of the Grantor’s Land defined as the easement area in Section 2 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, to renew, replace, add to, and otherwise change Grantee’s Facilities and each and every part thereof, and the location thereof within the Easement Area, and utilize Grantee’s Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor’s Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantee, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantee’s existing or proposed Facilities; and

d. excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor’s Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2. Location of the Easement Area. The Easement shall consist of a strip of land twenty (20) feet in width throughout its extent (a) along the front of all lots owned by Grantor, laid parallel to the streets within the subdivision and also (b) Primary Service Laterals along the dividing lines between each of the individual lots, running generally perpendicular to the Facilities installed along the streets, to provide service to all buildings located on both sides of the streets comprising the subdivision, all as depicted in Exhibit “A” (collectively the “Easement Area”). The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of Grantee’s Facilities and the Easement Area shall be ten (10) feet on either side of all Grantee’s Facilities installed pursuant to this Easement now and in the future along the streets and lot lines by the Grantee in substantial compliance with Exhibit “A” hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 4. Final Grade of Easement Area. The Grantor for itself, its heirs, successors and assigns hereby covenants and agrees that, prior to commencement of the construction of any building which requires the location of Primary Service Laterals on, over, under or across any lot shown on Exhibit "A", Grantee will be provided with markings suitable to indicate the final grade of the Easement Area. Following installation of Grantee's Facilities, including without limitation the Primary Service Laterals, Grantor its successors and assigns shall not alter or change the grade of the Easement Area more than six (6) inches from the grade indicated on such final grade marking

Section 5. General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed prohibits the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with Grantee's Facilities, including without limitation the Primary Service Laterals; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

Grantor, for itself, its heirs, legal representatives, successors and assigns covenants and agrees that all buildings now or hereafter constructed on Grantor's Land requiring electric, gas, street lighting and/or communication services shall be served exclusively by means of Grantee's Facilities defined herein and installed pursuant to the terms of this Easement, and that this Easement is made for the benefit and use of all of the lots depicted in Exhibit "A".

Grantor, for itself, its heirs, legal representatives, successors and assigns covenants and agrees to reimburse and hold Grantee harmless for any and all costs and expense incurred by Grantee for the relocation of Grantee's Facilities installed pursuant to this Easement by reason of alterations or changes to the Easement Area or the Grantor's Land either requested, or made necessary, by Grantor, its heirs, successors and assigns or anyone working at the direction of Grantor including but not limited to changes in lot lines, driveways, and/or the grade of the Easement Area or the Grantor's Land.

Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Easement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20__.

County of Albany, a municipal corporation of the State of New York

By: _____
Signature
Name: _____
Print Name
Its: _____
Title

State of _____)
County of _____) ss:

On the ____ day of _____ in the year 20__, before me, the undersigned, 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

RETURN TO:
National Grid
Attention: Colin Sloan
Right of Way, Survey & Aviation
1125 Broadway
Albany, New York 12204