

nationalgrid

HERE WITH YOU. HERE FOR YOU.

Kathleen M. Gabriel, Right-of-Way Agent

Real Estate Asset Management
1125 Broadway, Albany, NY 12204
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Kathleen.Gabriel@nationalgrid.com
Web: www.nationalgrid.com

July 12, 2017

Dynamic Energy USA
Atten: Pat McGowin
63 Putnam Street Suite 202
Saratoga Springs, New York

Dear Sir:

**Re: State Highway 67
ESR # 23918713**

Enclosed are two easements that are required to process your application. Please have the easements signed exactly as indicated on the document. All easements need to be signed in front of a notary public. **IN ADDITION, MAKE NO CHANGES to the documents. PLEASE DO NOT REMOVE THE MAP FROM THIS DOCUMENT.**

Once all easements are signed and notarized, please return them in the enclosed envelope. Until we are in receipt of all the documents, fully signed and notarized, without any changes, your application can not move forward.

If you have any questions regarding the easements, please contact me at the number above. If you have any other questions, please contact your customer order fulfillment rep. at 1-800-260-0054

Very truly yours,

Kathleen M. Gabriel

**Kathleen M. Gabriel
Right-of-Way Agent
National Grid USA**

KMG
Enclosures

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GRANT OF EASEMENT

COUNTY OF FULTON, A MUNICIPAL CORPORATION OF THE STATE OF NEW YORK, located at 223 W. Main Street, Johnstown, NY 12095 and COUNTY OF MONTGOMERY, A MUNICIPAL CORPORATION OF THE STATE OF NEW YORK, located at 64 Broadway #114, Fonda, NY 12068 as joint tenants, IN TRUST for the uses and purposes of FULTON-MONTGOMERY COMMUNITY COLLEGE, (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and CITIZEN'S TELECOMMUNICATIONS OF NEW YORK, INC. D/B/A FRONTIER COMMUNICATIONS OF NEW YORK, having an address of 137 Harrison Street, Gloversville, NY 12078, (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;
- b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of one or both of the Grantees, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;
- c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Montgomery County Clerk's Office in Liber 359 of Deeds at Page 303 and consists of land described as being part of Tax Parcel No. 22.-2-5 of the Town of Mohawk, County of Montgomery, New York, commonly known as State Highway 67.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Exhibit A – Easement # 23918713," which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees 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 Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written

consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their 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 Grant of 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 Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 2017.

**COUNTY OF FULTON – in trust for uses and purposes of FULTON MONTGOMERY
COMMUNTY COLLEGE**

Signature of Grantor - (L.S.)

Title - (L.S.)

State of _____

County of _____

On the _____ day of _____ in the year 2017, 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

Complete for ALL Grantors:

Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

| | | | | | |
|-----------------|------------------|---------------------------|----------------|------------------|-------|
| Name(s): | County of Fulton | Address: | 223 W. Main St | | |
| Company: | n/a | City/Village/Town: | Johnstown | | |
| Title: | n/a | State: | NY | Zip Code: | 12095 |

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 2017.

COUNTY OF MONTGOMERY in trust for the uses and purposes of FULTON-MONTGOMERY COMMUNITY COLLEGE

Signature of Grantor - (L.S.)

Title - (L.S.)

State of _____

County of _____

On the _____ day of _____ in the year 2017, 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

Complete for ALL Grantors:
Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

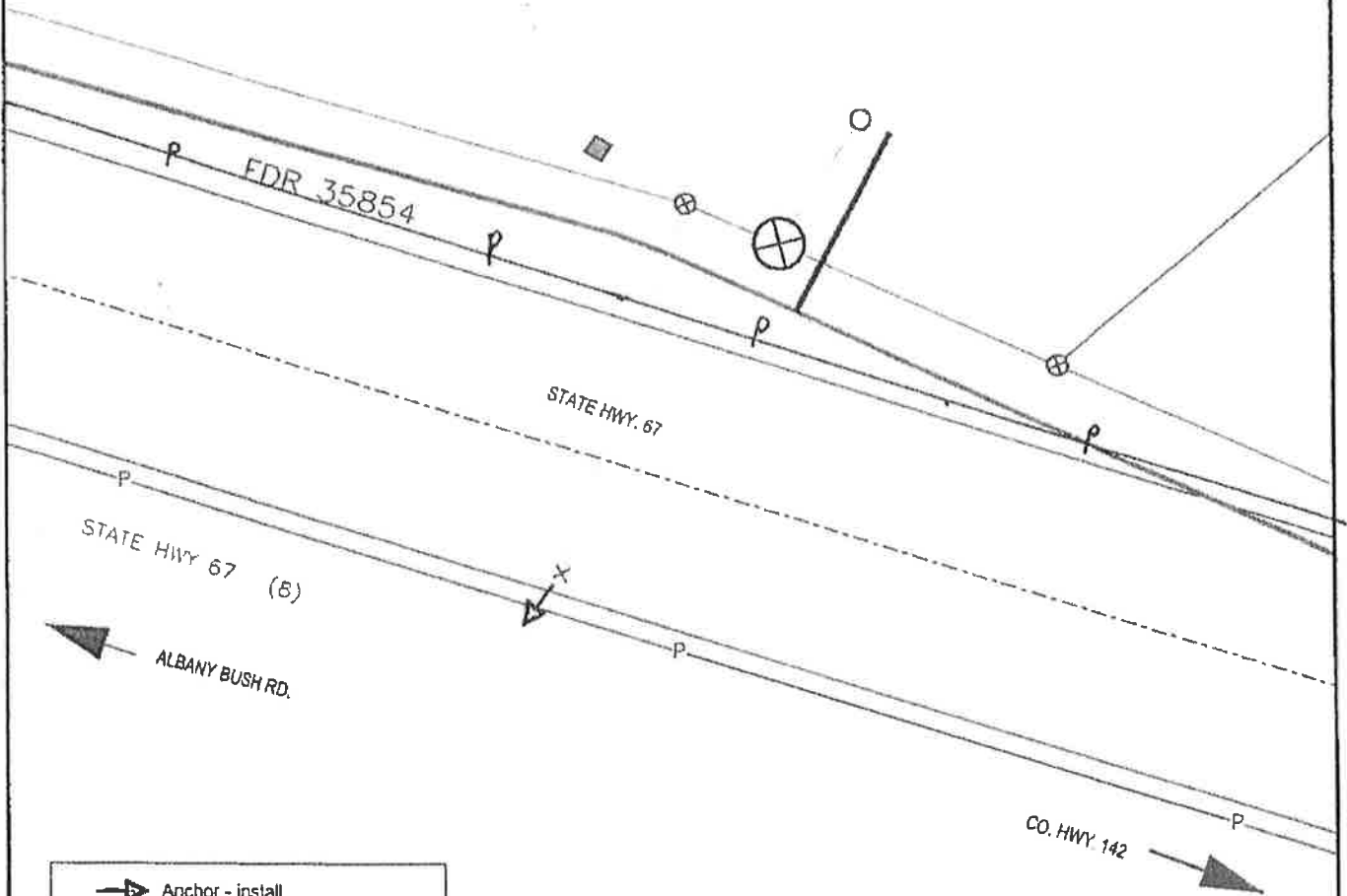
| | | | | | |
|-----------------|----------------------|---------------------------|------------------|------------------|-------|
| Name(s): | County of Montgomery | Address: | 64 Broadway #114 | | |
| Company: | n/a | City/Village/Town: | Fonda | | |
| Title: | n/a | State: | NY | Zip Code: | 12068 |

For County Clerk Only:

| |
|---|
| <p>PLEASE RECORD & RETURN TO: National Grid Attention: Jane Catalano, Manager Real Estate Energy Delivery Support 1125 Broadway Albany, NY 12204 WR # 23918713</p> |
|---|



F.M.C.C.
2805 STATE HWY. 67
S.B.L. #: 22-2-5



SHERRI OPALKA
2778 STATE HWY. 67
S.B.L. #: 22-2-3

| | |
|--|------------------------------|
| | Anchor - install |
| | Pole (Foreign) - existing |
| | Pole (Joint) - existing |
| | Pole (Sole NG) - existing |
| | Pole (Joint) - Install |
| | Primary OH (3ph) - existing |
| | Primary OH (3ph) - install |
| | Service Point - non-critical |
| | Property Line |

| | | |
|---|---|---------------------|
| EASEMENT #: 23918713 | EASEMENT SKETCH - EXHIBIT A | NOT TO SCALE |
| DESIGNER: EDWARD MICHALSKI DATE: 7/10/17 WORK ORDER #: 35-17-23918713 | LANDS OF F.M.C.C. 2805 STATE HWY. 67 TOWN OF MOHAWK COUNTY OF MONTGOMERY S.B.L. #: 22-2-5 | SHEET |