
November 25, 2014

The City of Saratoga Springs
Attn: Tim Wales
474 Broadway
Saratoga Springs, NY 12866

RECEIVED

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CITY ATTORNEYS OFFICE

Dear Customer:

**Re: 73 Ingersoll Rd.
ESR # 17911791**

Enclosed is the easement that is required to process your application. Please sign the easement for your property 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 the easement is signed and notarized, please return the executed easement in the self-addressed, postage paid envelope that has been provided.

Until we are in receipt of the completed 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 below. If you have any other questions, please contact your customer order fulfillment rep. at 1-800-260-0054.

Very truly yours,

Connie Opalka

**Connie Opalka
Right-of-Way Agent
National Grid USA**

/cmo
Enclosures

GRANT OF EASEMENT

THE CITY OF SARATOGA SPRINGS of 474 Broadway, Saratoga Springs, NY 12866 (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 **VERIZON NEW YORK INC.**, having an address of 140 West Street, New York, New York 10007 (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 its pleasure, abandon or remove underground electric and communication facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground lines, 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, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots 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 Saratoga County Clerk's office in **Liber 430 of Deeds at Page 407** and consists of land described as being part of **Tax Parcel No. 154.-2-5** of the City of Saratoga Springs, County of Saratoga, New York, commonly known as **73 Ingersoll Rd.**

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, "*Easement #17911791 – Easement Sketch – Exhibit A,*" 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, its 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, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; 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 _____, 20_____.

THE CITY OF SARATOGA SPRINGS

By: _____ (L.S.)
Signature of Grantor

Its: _____
Title

State of _____

County of _____

On the _____ day of _____ in the year 20_____, before me, the undersigned, personally **appeared**

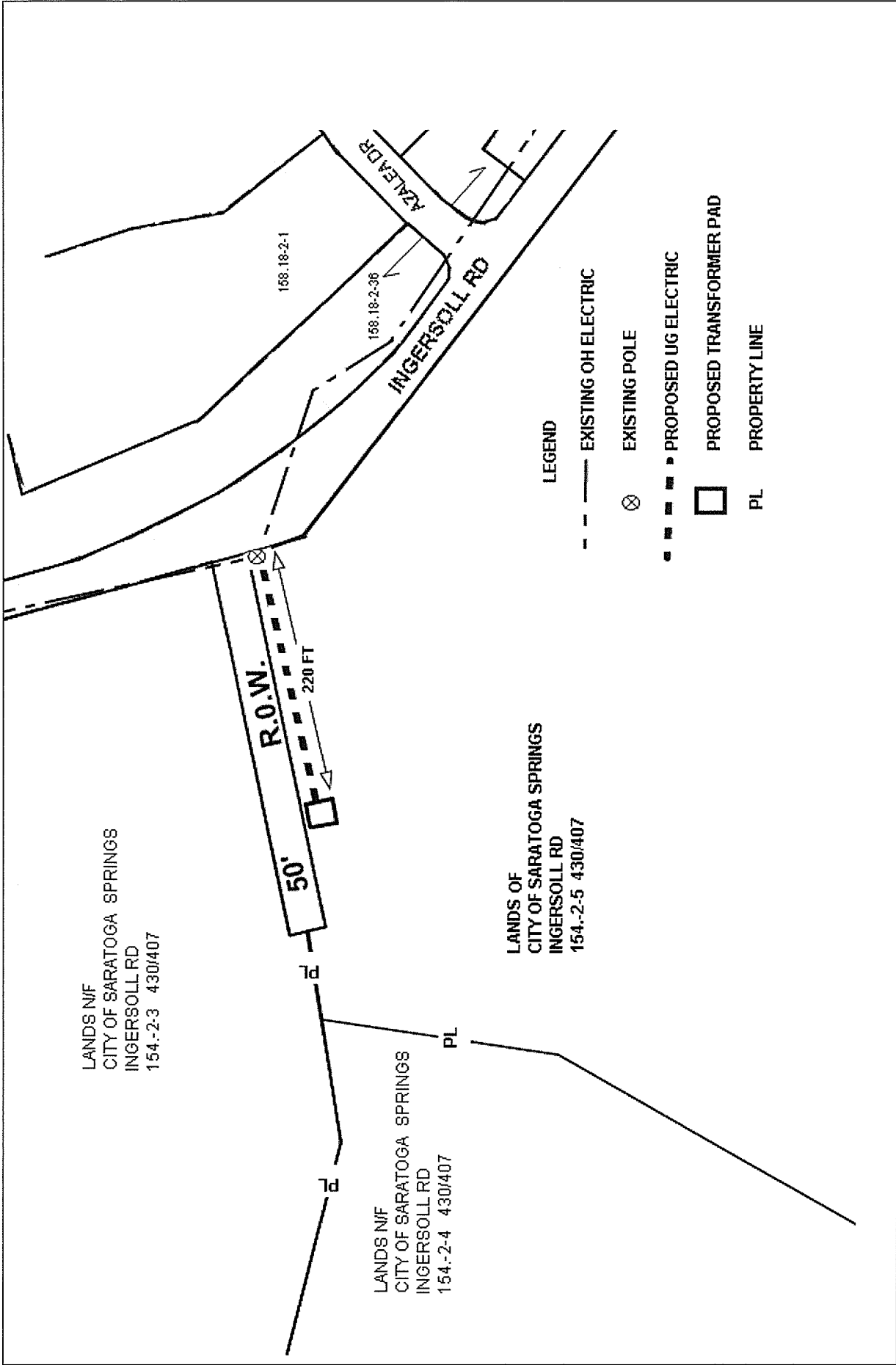
_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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):		Address:	474 Broadway		
Company:	The City of Saratoga Springs	City/Village/Town:	Saratoga Springs		
Title:		State:	NY	Zip Code:	12866

PLEASE RECORD & RETURN TO:
National Grid
Attention: Jane D. Catalano, Supervisor
Real Estate Energy Delivery Support
1125 Broadway
Albany, NY 12204
WR#17911791



<p>EASEMENT #: 17911791</p>	<p>EASEMENT SKETCH – EXHIBIT A</p>	<p>NOT TO SCALE</p>
<p>Prepared By: L. MURPHY</p>	<p>CITY OF SARATOGA SPRINGS, SARATOGA COUNTY INGERSOLL RD 154.-2-5 430/407</p>	<p>nationalgrid</p>
<p>Date: 11/21/14</p>		