

GRANT OF TEMPORARY EASEMENT AND RIGHT OF WAY

BETWEEN

CITY OF BEACON, a municipal government, with an address at One Municipal Plaza,
Beacon, New York 12508

Grantor,

and

CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a domestic corporation
having its principal office at 284 South Avenue, Poughkeepsie, New York 12601

Grantee,

In consideration of the sum of \$1.00 and other valuable consideration, the receipt whereof from Central Hudson Gas & Electric Corporation, including, but not limited to, its successors, assigns, heirs, administrators, personal representatives, lessees, agents and employees (collectively referred to as, "Central Hudson"), is hereby acknowledged, the Grantor hereby grant(s) and convey(s) unto Central Hudson a non-exclusive, temporary easement and right of way throughout its extent, in upon, over, under and across the lands of the Grantor as more specifically described below, including roads and highways thereon and adjacent thereto, situated in the Town of Fishkill, County of Dutchess, State of New York for the purpose solely to construct, relocate, operate and maintain, and to protect, repair, replace and remove, in, upon, over and under said easement and right of way and all poles, towers, lines of poles, lines of towers, supporting structures, cables, cross arms, wires, guys, braces, underground conduits, pipes, mains, ducts and all other appurtenances and fixtures necessary or adaptable to the present and future needs, uses and purposes of Central Hudson for any public utility use and to gain access thereto.

This easement pertains to a portion of Dutchess County Real Property Tax Map Parcel 6155-00-517517. A description of the easement area and a survey of such easement and right of way area are attached hereto and made a part thereof as Exhibit A.

Together with the right at all times to have access to the right of way and to enter thereon, and; provided that damage to the property owned by the Grantor caused by Central Hudson shall be adjusted at the sole expense of Central Hudson.

Together with the temporary right to trim and cut to ground level, at any time, such brush, trees and other objects or obstructions within the easement area as in the reasonable judgment of Central Hudson, may interfere with, obstruct or endanger the construction, operation or maintenance of said poles, lines and other appurtenances and fixtures or any thereof, which are now or may hereafter be constructed on said right of way.

Reserving unto the Grantor, and the Grantor's heirs and assigns, the right to cultivate the ground within the limits of said easement and right of way and the right to maintain and use existing roadway(s) across said easement and right of way without any obligation or duty on the party of Central Hudson, its successors, assigns or lessees, to construct or maintain any such roadway. In the exercise, use, construction and maintenance of any such roadway by the Grantor and the Grantor's heirs and assigns, every reasonable and proper precaution shall be taken not to interfere with the use of, obstruct or endanger the facilities installed on the aforesaid easement and right of way by Central Hudson and that, for mutual protection, Central Hudson shall be notified in writing in advance of any proposed changes in such exercise, use or maintenance thereof, or of any unusual use or contemplated use or condition. No house, structures or other improvements which unreasonably interfere with Central Hudson's use of the easement Area shall be erected in the easement area without the prior written consent of Central Hudson, its successors or assigns. In the event Central Hudson causes damage to the easement area, including, but not limited to, any equipment located on the easement area, Central Hudson shall be obligated to pay the City of Beacon fair market value of any such equipment and/or to restore or repair any damage occasioned to the easement area or such equipment. ("Reimbursement Fee") upon the City of Beacon providing written notice to Central Hudson of such damage.

This temporary easement shall terminate on the later of: (i) one-hundred and eighty days after completion of the New York State Department of Transportation Route I84 Bridge Replacement Project, or (ii) one-hundred and eighty days after notice of authorization issued by

the New York State Department of Transportation Route allowing the return of Grantee’s aerial electric transmission facilities to their original and present location., but (iii) in any event not later than three years after construction of the Route I84 Bridge Replacement Project begins. Notwithstanding the foregoing, if Grantee has not yet relocated its electric transmission facilities to their original location, but still is diligently pursuing and in the process of relocating same, Grantee shall be extended an additional reasonable period of time to complete relocation.

The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns and lessees of the Grantor and Central Hudson.

Signed, sealed and delivered, on _____, 2018.

In the Presence of: *Subscribing Witness Only*

CITY OF BEACON

by: _____(L.S)

(Sign and Print Name)

(Print Name and Title)

In the Presence of: *Subscribing Witness Only*

Central Hudson Gas and Electric Corporation

by: _____(L.S)

(Sign and Print Name)

(Print Name and Title)

STATE OF NEW YORK _____)
):ss
COUNTY OF _____)

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, 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, 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

STATE OF NEW YORK _____)
):ss
COUNTY OF _____)

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, 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, 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

CERTIFICATE OF SUBSCRIBING WITNESS

STATE OF NEW YORK _____)
}ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they resides in _____; that he/she/they know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public