

In consideration of the sum of \$1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at 284 South Avenue, Poughkeepsie, New York and **Verizon New York, Inc.**, a domestic corporation having its principal office (residence) at **140 West Street, New York, NY** is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees (hereinafter collectively referred to as the “Corporations”), an easement for any use relating to the electric or communication industry, including, but not limited to, the installation, operation and maintenance of overhead and/or underground electric or communication facilities, subject to all applicable federal, state and local laws, which easement shall be 10 feet in width throughout its extent, in, upon, under, over and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the City of Beacon, County of Dutchess, State of New York.

Said easement shall begin in the southernmost corner of parcel # 130200-5954-27-787978-0000 and extend in a northwesterly direction a distance of 86.9 feet. This easement is for the entire length of the property boundary that the above-mentioned parcel shares with parcel # 130200-5954-27-781973-0000. See Exhibit A: Parcel 787978 Sketch for reference.

Together with the permanent right at all times to have access thereto within the easement and across the remaining premise(s) of the undersigned, and to enter thereon, and to construct, excavate, place, relocate, extend, operate, maintain and to protect, repair, replace and remove, in, over and under the property covered by said easement, such facilities, including, but not limited to, lines or poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adaptable to the present and future needs, uses and purposes of said Corporations, their respective successors, assigns and lessees, subject to all applicable federal, state and local laws, and provided that physical damage to the property owned by the undersigned caused solely by said Corporations, their respective successors, assigns, lessees, contractors or subcontractors, shall be restored to its condition prior to such damage to the greatest extent practicable at the expense of the Corporations.

Together with the permanent right to also trim, cut, clear cut to ground level and at the election of either Corporation remove at any time such brush, trees and other objects, thereon or on adjacent property of the undersigned, including trees, brush and other objects located outside the easement, as in the sole judgment of either Corporation may fall upon or come in contact with the facilities or may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, facilities and other appurtenances and fixtures or any thereof, which may hereafter be constructed in, over, or across said easement. Any chemical use shall be in accordance with all Federal and State regulations pertaining to utility right-of-way maintenance.

The exact location of said easement and lines is to be as determined by said Corporations having regard to the origin, general direction and destination of said facilities and the requirements of said Corporations, but shall be generally as shown at Exhibit A and no greater than 10 feet in width.

Reserving unto the undersigned the right to only plant and cultivate lawn grass and low growing ornamental shrubs within said easement, and the right to cross and recross said easement, provided that any such cultivation and/or use of said easement shall not in the sole judgment of said Corporations interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house, shed, garage, outbuilding, pool, road, driveway or other structures or above or in ground improvements shall be erected, constructed placed, installed, or located and no excavating, mining or blasting shall be undertaken or performed within the limits of said easement without the prior written consent of said Corporations. Notwithstanding the foregoing, the parking of vehicles is permitted within the easement area.

This easement and the provisions hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns and lessees of the undersigned and said Corporations, respectively. This easement and the provisions hereof are subject to all existing easements of record.

Signed, sealed and delivered, on,

In the presence of: *Subscribing Witness Only*

(Sign & Print Name)

(Business Name)

(Sign Name) (L.S)

(Sign Name)

(Print Name and Title)

(Sign Name) (L.S)

(Print Name and Title)

Residing at

<i>Number</i>	<i>Street</i>
.....	
<i>Town, City or Village</i>	<i>State</i>
.....	
<i>County</i>	

ACKNOWLEDGEMENT OF CONVEYANCE

State of New York)
)ss.:
County of _____)

On theday of..... in the year before me, the undersigned, a Notary Public in and for said State, 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

NEW YORK ALL-PURPOSE ACKNOWLEDGMENT

State of New York)
)ss.:
County of _____)

On theday of.....in the year before me, the undersigned, a Notary Public in and for said state, 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

CERTIFICATE OF SUBSCRIBING WITNESS

State of New York)
)ss.:
County of _____)

On theday of in the year, 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/theyknow(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

RIGHT OF WAY

R/W No.

Town.

PD # Village.

City

Granted by

to

Central Hudson Gas & Electric Corporation

Date: _____

Map: _____ Line: _____

Pole No: _____

Work Order #: _____ J#: _____

SBL: _____

Address of ROW:

RECORD AND RETURN TO:

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601
Attn: Real Property Services