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RK'S OFFICE
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BOX 36

Index DEEDS

Book 09893 Page 0047

No. Pages 0005

Instrument EASEMENT AGRMNT

Date : 12/17/2003

Time : 10:20:00

Control # 200312170234

ROCHESTER CITY OF

ROCHESTER DISTRICT HEATING COO
PERATIVE

TT# TT 0000 010741

Employee ID RR40

MORTGAGE TAX

FILE FEE-S	\$	19.00
FILE FEE-C	\$	8.00
REC FEE	\$	15.00
TRANS TAX	\$	.00
MISC FEE-C	\$	5.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00

MORTGAGE AMOUNT	\$	.00
BASIC MORTGAGE TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	.00

Total: \$ 47.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Maggie Brooks, County Clerk



0098930047

EASEMENT

This Easement is made and entered into this 24th day of NOVEMBER, 2003, by and between **CITY OF ROCHESTER**, a municipal corporation, 30 Church Street, in the City of Rochester, Monroe County, New York, ("Grantor"), does hereby give, grant and convey unto **ROCHESTER DISTRICT HEATING COOPERATIVE**, a New York COoperative, 415 Euclid Building, in the City of Rochester, Monroe County, New York, its successors and assigns ("Grantee"),

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1 00), and other good and valuable consideration, does hereby remise grant, release and forever quitclaim unto the Grantee, its successors and assigns forever

a permanent easement for the installation and maintenance of a four inch (4") steam line through the *Genesee Crossroads Garage* as shown on **Schedule A** attached hereto, and as shown on the map attached hereto as **Exhibit B** ("Easement Premises")

The Grantee, by their employees, servants, agents, and contractors, shall have the right to enter upon the Easement Premises, and to utilize the same, whenever necessary for the exercise of the rights and privileges granted hereunder

When physical damage to the Easement Premises is caused by Grantee, except as permitted hereunder, Grantee shall restore the premises to as good a condition as found or pay a reasonable compensation to Grantor.

The Grantee from and after the commencement of this easement will indemnify, defend, and hold the Grantor harmless against any and all claims, suits, damages or causes of action for damages arising during the term of this easement, and against any order or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person and/or property or loss of life sustained in, on or beneath the Easement Premises and the improvements thereon, during the term hereof resulting from the Grantee's exercise of the rights set forth herein, by any person or persons whatever, except to the extent that the foregoing results from the fraud, willful misconduct, or an intentional or negligent act or omission of the Grantor. The foregoing indemnities shall apply irrespective of the application of any rule of comparative or apportioned liability

The Grantor and the Grantee shall each promptly notify the other parties of any claims or suits or causes of action set forth in the preceding paragraph regarding the Easement Premises

This conveyance is accepted pursuant to the provisions of Ordinance # 2003-286 which was duly adopted by the Council of the City of Rochester on August 28, 2003

Grantor, all of them jointly and severally if more than one, has the power, right and ability to grant the easement above described

Dated November 21, 2003

Approved as to form
Corporation Counsel

By Donald R. King

CITY OF ROCHESTER

BY: [Signature]
Name Linda S. Kingsley
Title Corporation Counsel

ROCHESTER DISTRICT HEATING COOPERATIVE

BY [Signature]
Name PETER E. LOBERG
Title GENERAL MANAGER

COUNTY OF MONROE
STATE OF NEW YORK ss

On the 21st day of November in the year, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Linda S. Kingsley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names 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

Bonnie K. DeCarlo
Notary Public

BONNIE K. DeCARLO
Notary Public, State of New York
Monroe County
Commission Expires 11/6/06

COUNTY OF MONROE
STATE OF NEW YORK ss

On the 23rd day of October in the year, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter E. Loberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names 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

Michael A. Howard
Notary Public

MICHAEL A. HOWARD
Notary Public, State of New York
Qualified in Monroe County

2 My Commission Expires March 30, 2006

4" Steam Line

Commencing at a point in course 3 from a previously described 12" line on LIBER 3897 page 526, which is 522 feet, more or less, southerly of the beginning of said course 3 and 271 feet, more or less, northerly of the terminus of said course 3, thence (1) rising up, through the floor between the lower and upper levels of the municipal parking garage upon Parcel I, to a point just below the ceiling of the upper level; thence (2) westerly in a course approximately perpendicular to said course 3 of the 12" steam line and sloping upward parallel to said ceiling of the garage upper level to a point at least 7 feet above the floor of said upper level, thence (3) continuing westerly, still approximately perpendicular to said course 3 of the 12" steam line, parallel to, and at least 7 feet above, the floor of said garage upper level, through the wall separating the easterly and westerly sections of said garage; thence (4) rising upward, just westerly of, and parallel to, said wall between the easterly and westerly sections of said garage, to a point at least 7 feet above the floor of the upper level in the westerly section of the garage; thence (5) continuing westerly, still approximately perpendicular to said course 3 of the 12" steam line, parallel to, and at least 7 feet above, the floor of said westerly garage section upper level, through the westerly wall of the garage into Parcel No. 4, 4B of the Genesee Crossroads Urban Renewal Project.

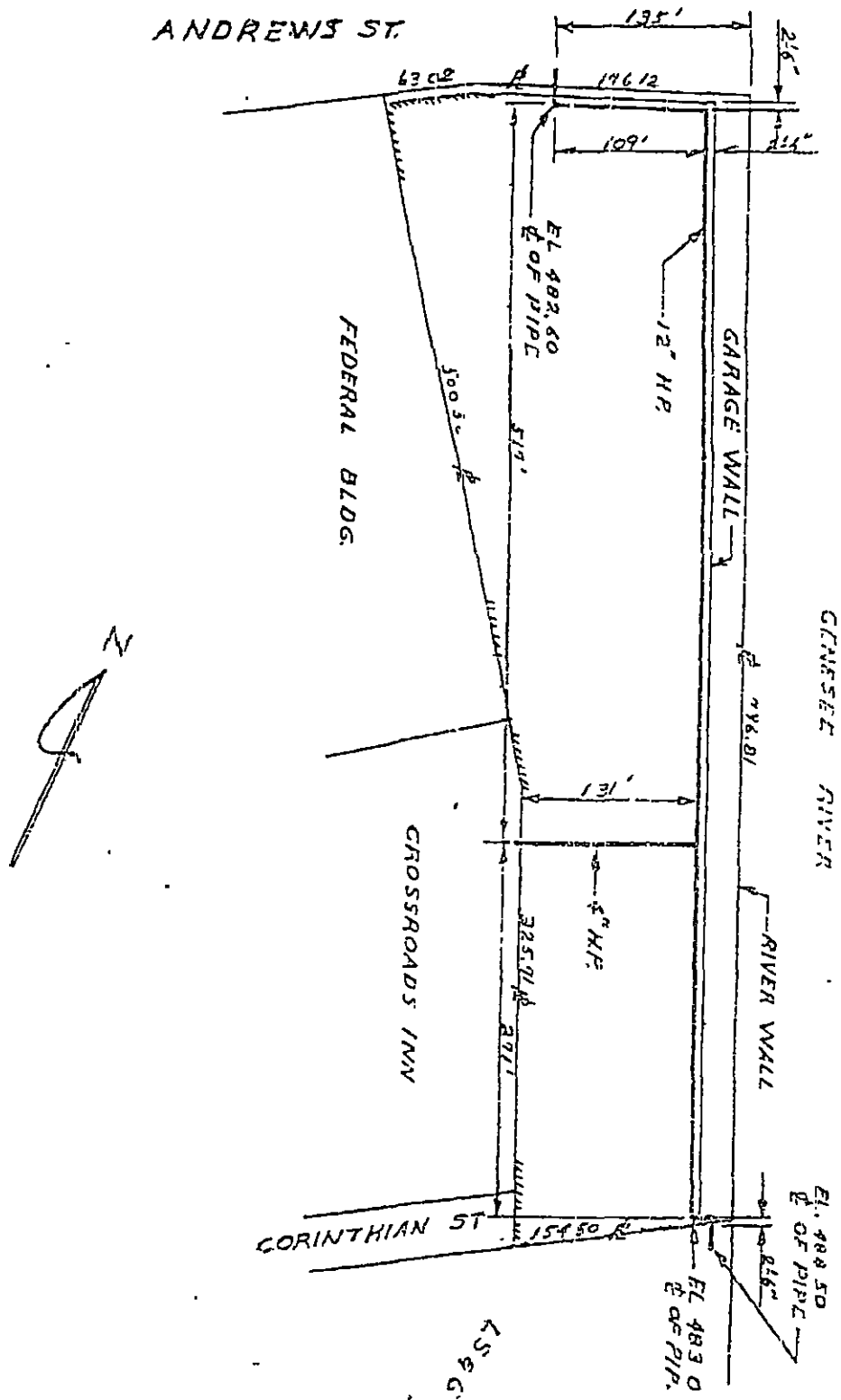
Intending to describe a line running from the easterly wall of the municipal garage to, and through, the westerly wall, following a route up the easterly garage wall and along the ceilings of the upper levels of both the easterly and westerly sections of the garage, which line is approximately perpendicular to the easterly wall of the garage

Said steam line is located generally on Grantee's sketch no. SK-5011 dated January 30, 1968, which is attached hereto and made a part hereof.

3897 REG 530

ROCHESTER GAS & ELECTRIC CO. INC. ROCHESTER, N.Y.		12" H.R. STEAM LINE	
THRU CITY GARAGE		D.W. L. 30-48	
D.W. L. 30-48		STEAM DIST.	
NO. 511-5011		SCALE 1" = 10'	

EASEMENT SKETCH



A true copy of the original recorded on the 27:54 o'clock P.M., and examined.

3rd day of May, 1980, at
John J. [Signature]
 Clerk