

ACCESS AND ROADWAY EASEMENT

THIS ACCESS AND ROADWAY EASEMENT (this "Easement") is made as of the _____ day of April, 2014, by and between **FRIENDS OF THE OUTLET, INC.** a New York not for profit, with a mailing address of P.O. Box 65, Dresden, New York 14441 ("Grantor") and **THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**, a New York corporation with its headquarters located at 625 Broadway, Albany, New York 12233 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described on **Schedule A** attached hereto and made a part hereof ("Parcel A"); and

WHEREAS, Grantor and Grantee are about to enter into an Environmental Easement pursuant to Article 71, Title 36 of the New York State Environmental Conservation Law to access premises also owned by Grantor, further described on **Schedule B** attached hereto and made a part hereof ("Parcel B"); and

WHEREAS, Grantor desires to grant to Grantee, an easement for ingress, egress and access over a portion of Parcel A, as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, for the benefit of Grantee, its employees, agents, contractors, and invitees, to have and to hold, a non-exclusive, permanent easement for the passage of vehicular and pedestrian traffic for ingress, egress and access, over and across a gravel drive (the "Easement Area"), which drive is shown on a certain Survey dated January 8, 2014 prepared by Fisher Associates, P.E., L.S., P.C. of Rochester, New York as Project No. 092026.

The easement granted hereby shall not restrict or prohibit Grantor from using the Easement Area; however, Grantor agrees that no building or other improvements or barriers shall be constructed on the Easement Area so as to impair or restrict Grantee's use of the Easement Area. If Grantor fails to make necessary repairs to Easement Area, Grantee shall have the right, but not obligation to make such improvements to keep the Easement Area usable.

The terms of this Easement shall constitute covenants running with and be appurtenant to the land affected. This Easement shall be binding upon and inure to the benefit of the parties hereto, their successor and assigns. Nothing herein contained shall be deemed to be a dedication of any parcel or any portion thereof to the general public or for any public use or purpose whatsoever.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

FRIENDS OF THE OUTLET, INC.

By: _____
[INSERT NAME, POSITION]

STATE OF NEW YORK)
 :ss.
COUNTY OF)

On the _____ day of April, in the year 2014, 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

DESCRIPTION OF GRANTOR'S PROPERTY

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, being bounded and described as follows:

Beginning at a point in the north line of the New York Central Railroad, Pennsylvania Division, Penn Yan Branch, said point being 50.0 feet at 90° from a point in the center line of said railroad being easterly 105.10 feet from the intersection of the center line of said railroad and the center line of Mays Mills Road; thence N 59°42'21"E 57.21 feet to a point; thence S 72°28'39"E 222.56 feet to an existing iron pipe; thence S 56°13'39"E 297.32 feet to an existing iron pipe; thence S 77°15'49"E 113.93 feet to an existing iron pipe; thence S 86°01'49"E 398.54 feet to a point; thence S 72°24'49"E 153.19 feet to an existing iron pipe; thence S 57°37'29"E 188.95 feet to an existing iron pipe; thence S 09°45'47"W 116.92 feet to a point; thence N 64°07'58" W 184.80 feet to a point; thence N 78°57'38" W 563.24' to a point; thence N 67°09'34"W 136.18 feet to a point; thence N 57° 27'26"W 296.92 feet to a point; thence N 64°21'58"W 107.69 feet to a point; thence N 89°24'12"W 201.41 feet to a point; thence N 34°27'40" E 33.25 feet to a point; thence N 59°42'21" E 139.81 feet to the point or place of beginning.

SCHEDULE B

DESCRIPTION OF ENVIRONMENTAL EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 12.783 ACRES, MORE OR LESS, SITUATE IN THE TOWN OF MILO AND THE TOWN OF TORREY, COUNTY OF YATES, STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF LANDS OF FRIENDS OF THE OUTLET, INC., AS DESCRIBED BY A DEED RECORDED IN THE YATES COUNTY CLERK'S OFFICE IN LIBER 391, AT PAGE 255, AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS OF IVAN OBERHOLTZER AND ESTHER OBERHOLTZER, ON THE WEST AND LANDS NOW OR FORMERLY OF MARGOT MARTENS, KLAAS U. MARTENS, JR. AND JAN W. MARTENS, AS DESCRIBED BY A DEED RECORDED IN THE YATES COUNTY CLERK'S OFFICE IN LIBER 291 OF DEEDS, AT PAGE 271 ON THE NORTH; THENCE ALONG SAID NORTHERLY LINE AND THE DIVISION LINE BETWEEN SAID LANDS OF FRIENDS OF THE OUTLET, INC ON THE SOUTH AND SAID LANDS OF MARTENS ON THE NORTH THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 87°52'59" EAST, A DISTANCE OF 261.56 FEET TO A POINT; THENCE,
- 2) SOUTH 87°23'49" EAST, A DISTANCE OF 236.91 FEET TO A POINT; THENCE,
- 3) SOUTH 36°11'29" EAST, A DISTANCE OF 131.90 FEET TO A POINT; THENCE,
- 4) SOUTH 07°17'31" WEST, A DISTANCE OF 197.59 FEET TO A POINT; THENCE,
- 5) NORTH 88°01'41" EAST, A DISTANCE OF 421.01 FEET TO A POINT; THENCE,
- 6) SOUTH 66°23'26" EAST, THROUGH SAID LANDS OF FRIENDS OF THE OUTLET, INC., A DISTANCE OF 436.96 FEET TO A POINT, THENCE
- 7) SOUTH 06°38'13" WEST, CONTINUING THROUGH SAID LANDS, A DISTANCE OF 215.58 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS OF FRIENDS OF THE OUTLET, INC., AS DESCRIBED IN LIBER 391 OF DEEDS, AT PAGE 175; THENCE,
- 8) SOUTH 03°04'51" WEST, THROUGH SAID LANDS OF FRIENDS OF THE OUTLET, INC. ALONG A PARCEL LINE, SAID PARCEL BEING A PORTION OF THE LANDS DESCRIBED IN LIBER 391 OF DEEDS, AT PAGE 255 (SOUTHERLY ONE OF TWO PARCELS), A DISTANCE OF 21.76 FEET TO A POINT ON THE SOUTHEASTERLY CORNER OF THE LAST MENTIONED PARCEL; THENCE, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES THROUGH SAID LANDS OF FRIENDS OF THE OUTLET, INC. AND ALONG THE SOUTHERLY PARCEL LINES AS DESCRIBED IN LIBER 391 OF DEEDS, AT PAGE 255 AND 391 AT PAGE 175:
 - 9) SOUTH 84°18'01" WEST, A DISTANCE OF 110.00 FEET TO A POINT; THENCE,
 - 10) SOUTH 57°33'01" WEST, A DISTANCE OF 115.00 FEET TO A POINT; THENCE,
 - 11) SOUTH 83°48'01" WEST, A DISTANCE OF 320.00 FEET TO A POINT; THENCE,
 - 12) NORTH 74°16'59" WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE,
 - 13) NORTH 48°31'59" WEST, A DISTANCE OF 200.00 FEET TO A POINT; THENCE,
 - 14) NORTH 40°36'59" WEST, A DISTANCE OF 210.00 FEET TO A POINT; THENCE,
 - 15) NORTH 48°00'09" WEST, A DISTANCE OF 133.55 FEET TO A POINT; THENCE,
 - 16) NORTH 47°03'13" WEST, A DISTANCE OF 424.72 FEET TO A POINT; THENCE,
 - 17) NORTH 09°45'47" EAST, THROUGH SAID LANDS OF FRIENDS OF THE OUTLET, INC. AS DESCRIBED IN LIBER 391 OF DEEDS, AT PAGE 175 AND IN LIBER 391 OF DEEDS, AT PAGE 255, A DISTANCE OF 116.92 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES OF RECORD.