

ALL THAT TRACT OR PARCEL OF LAND situated in the Village of Penn Yan, being part of Township 7, Range 1 of the Phelps & Gorham Purchase, in the Town of Milo, County of Yates, State of New York, bounded and described as follows:

ACCESS EASEMENT

This is a grant of a perpetual non-exclusive easement for ingress and egress to the Flood Protection Easement lands described below 17.0 feet in width, the centerline of which is bounded and described as follows: Beginning at a point on the westerly terminus of Hicks Street, said point being North 49 degrees, 30 minutes, 10 seconds West, 341.68 feet and South 40 degrees, 29 minutes, 50 seconds West, 5.00 feet from a railroad spike in the centerline of Hicks Street at the southwest corner of lands now or formerly Utter (L. 355, pg. 20); thence North 50 degrees, 20 minutes, 29 seconds West along the centerline of said 17.00 feet easement and through lands reputedly of Yates County, 101.22 feet to a point; thence continuing along said centerline on a curve to the right, having a radius of 142.07 feet, 243.59 feet to a point; thence North 47 degrees, 53 minutes, 59 seconds East along said centerline 56.15 feet to a point on the south line of the following described Flood Protection Easement; said point being South 48 degrees, 44 minutes, 40 seconds East, 9.82 feet from a capped iron pin.

The Grantor also conveys, subject to the rights of the public, the right to use for ingress and egress in common with others, that portion of Hicks Street the centerline of which comprises the south property line of the Grantor.

The Access Easement Premises shall be held in common by Grantor and Grantee, provided Grantor does not unreasonably obstruct or interfere (except on a temporary basis and upon prior notification to Grantee), with the Grantee's use of this easement.

For interpretation of this instrument, it is understood that Grantor shall have utilization of

the Access Easement Premises for its own purposes which do not unreasonably interfere with the use by Grantee under this instrument. Grantor shall be responsible for maintaining the Access Easement Premises, however, Grantee's use may not damage the Access Easement Premises or create an unsafe or dangerous condition for users of such Easement.

In the event that any portion of the Access Easement Premises must be disturbed for any purpose of Grantor, its successors or assigns, any cost due to such purpose shall be at the sole expense of the Grantor. All costs of detours necessary to provide Grantor unencumbered access to the Grantor's lands ("plant site") due to any purpose of Grantee shall be the sole responsibility of Grantee.

FLOOD PROTECTION EASEMENT (PART A):

This is a grant of a perpetual non-exclusive easement for a staging area and work area to the Flood Protection Easement lands described as follows: Beginning at a capped iron pin; said pin being North 48 degrees, 44 minutes, 40 seconds West, 9.82 feet from the northerly terminus of the centerline of the above-described easement; then North 21 degrees, 42 minutes, 20 seconds West through lands of the Grantor, 201.19 feet to a point at or near the edge of the waters of Keuka Outlet; thence northeasterly along the waters of Keuka Outlet to a point being North 50 degrees, 22 minutes, 06 seconds East, 174.46 feet from the last mentioned point; thence south 48 degrees, 44 minutes, 40 seconds East through lands reputedly of Grantor, 126.16 feet to an iron pin; then South 17 degrees, 41 minutes 16 seconds West through lands of the Grantor and 10.0 feet southwesterly and parallel to the southwesterly wall of a metal building, 185.86 feet to an iron pin; thence North 46 degrees 31 minutes 11 seconds West through lands reputedly of Grantor, 36.63 feet to a point, thence South 47 degrees 53 minutes and 59 seconds West through lands reputedly of Grantor, to the point of beginning.