

This area will be required for staging equipment and material during construction and maintenance of flood protection structures on and in Kimballs Gully Creek and for dredging of Keuka Lake Outlet. No flood protection structures are expected to be constructed on this specific area. After construction has been completed, use of this area for flood protection purposes should be relatively infrequent. THEREFOR~~e~~^s for interpretation of this instrument, it is understood that Grantor shall have unrestricted utilization of FLOOD PROTECTION EASEMENT (PART A) for its own purposes and at its own risk which do not unreasonably interfere with the use by Grantee under this instrument subject to the following restrictions: (1) access to FLOOD PROTECTION EASEMENT (PART A) by representatives of the Department of Environmental Conservation, its successors or assigns including and not limited to the Keuka Lake Outlet Compact for inspection purposes related to the flood project will not be restricted; (2) no permanent structures will be constructed upon this easement absent a permit issued by the Department of Environmental Conservation pursuant to Article 16 Environmental Conservation Law; (3) no inoperative or unregistered vehicles will be parked or stored upon this easement; and, (4) the easement will be cleared and available for flood protection use not less than 7 calendar days from written notice from the Department of Environmental Conservation requesting use being received by the Grantor at no expense to the Grantee.

FLOOD PROTECTION EASEMENT (PART B):

This is a grant of a perpetual non-exclusive Flood Protection Easement for a staging area and work area including flood protection structures on 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; North 4 degrees, 53 minutes, 59 seconds East through lands of the Grantor, 95.42 feet to a

point; thence South 46 degrees, 31 minutes, 11 seconds East through Grantor's lands 36.63 feet to an iron pin; thence South 46 degrees, 31 minutes, 11 seconds East through Grantor's lands 163.93 feet to a point; thence South 48 degrees, 44 minutes, 40 seconds East through Grantor's lands and 1.0 feet southerly and substantially parallel to the southerly walls of two metal buildings on Grantor's property, 242.92 feet to an iron pin; thence South 40 degrees, 48 minutes, 56 seconds West through lands of Grantor, 87.00 feet to an iron pin; thence North 48 degrees, 44 minutes, 40 seconds West, 437.92 feet to the place of beginning. **See attached Schedule A showing easement area.** (MAP)

All spoil materials and materials from cleaning and dredging shall be removed from the easement area within one month unless Grantor approves or requests a longer period of time. At the completion of each dredging, the Access Easement shall be returned to the condition immediately prior to such dredging and provide for the free and unfettered ingress and egress by the Grantor.

The above-described easements are non-exclusive and subject to any utilities and/or easements of record. Reserving from all of the above-described parcel of land, the existing rights-of-way, if any, of any public service or public utility providing water, sewer, gas, electric, telephone, telegraph or cable television, providing, however, that the exercise of such rights-of-way does not interfere with or endanger the flood control works or the safe operation thereof.

Reserving to the Grantor, its successors and assigns, of any right, title or interest in and to the property (easement area) described above and at such Grantor's, successors or assigns own risk, and subject to permit requirements for regulated activities pursuant to 6 NYCRR Part 501 including, but not limited to, Article 16 of the Environmental Conservation Law and regulations pursuant thereto other than as described in this instrument, the right of

using this property, providing such use does not, in the opinion of the Commissioner or his/her authorized representative acting for the People of the State of New York, or its assigns, interfere with or prevent the use and exercise of the rights hereinbefore described.

TO HAVE TO HOLD the said easement hereby granted unto the Grantee, its successors and assigns forever.

Being an interest in lands conveyed to the Grantor herein by deed recorded in the Yates County Clerk's Office on May 27, 1998, in Liber 398 of Deeds at page 638.

IN WITNESS WHEREOF, the Grantor has caused its name to be subscribed by the duly authorized officer as of the day and year first above written.

YATES COUNTY

By _____
Robert N. Multer

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

On this _____ day of _____ in the year 2000, before me personally came ROBERT N. MULTER, to me know, who, being by me duly sworn, did depose and say that he resides in the Town of Middlesex, Yates County; that he is the Chairman of the Yates County Legislature, duly authorized to execute conveyances on behalf of Yates County, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of said Yates County Legislature.

Notary Public