

## GRANT OF EASEMENT

**City of Albany** having an address at **24 Eagle Street, Albany NY 12207** (hereinafter referred to as “Grantor”), is the owner of that certain parcel of real property commonly known as **5 Mill Rd**, located in the Municipality of Albany, County of Albany in the State of New York, identified on the tax maps of the County of Albany, as Section **75.00 /Block 2 /Lot 8 (SBL# 75.00-2-8 )** and pursuant to that certain deed recorded with the County Clerk of the County of Albany on, **February 1, 1981 in Liber 2201 at Page 395** (the “Grantor’s Land”), and Grantor, for consideration in the amount of One Hundred Dollars (\$100.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as “Grantee”), for Grantee and its lessees, licensees, successors, and assigns a perpetual, nonexclusive easement and right of way through, over, across, under and upon the Grantor’s Land (the “Easement”) under the following terms and conditions.

**Section 1 – Description of the Easement.** The Easement provides the Grantee with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove overhead electric and underground gas facilities including a line or lines of overhead poles (and supporting structures) and underground pipes, wires, guys, guy stubs, valves, fittings, handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground facilities, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantee shall require now and from time to time for the transmission and distribution of high and low voltage electric current, gas, and for the transmission of intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that portion of the Grantor’s Land described in Section 2 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor’s Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantee, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantee’s existing or proposed Facilities; and

d. excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor’s Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Location of the Easement Area.** The “Easement Area” shall consist of a portion of the Grantor’s Land which is approximately, 871.2 sq/ft (0.020 acres) throughout its extent. The general location of the Easement Area is shown on the sketch entitled, **“Easement Sketch-Exhibit A, WR# 90000225801 – Proposed Permanent Easement Area “A”**, which sketch is attached hereto and made a part hereof as Exhibit “A” and to be recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit “A”.

**Section 3 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

**Section 4 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or

obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

**Section 5 – Indemnification and Insurance.** Grantee will indemnify Grantor and save it harmless from and against any and all claims, actions, damages, liability, and expenses in connection with loss of life, personal injury and/or damages to property arising directly from the exercise of its rights under this Easement by Grantee. The foregoing indemnification shall not include injury or damage caused by or attributable to the negligence or willful misconduct of the Grantor or the employees, agents or contractors of Grantor. Further, Grantee shall carry insurance of such types (including, without limitation, commercial general liability insurance, motor vehicle insurance, and workers compensation insurance) and in such coverage amounts as customarily maintained by Grantee for installations and activities of this type elsewhere on its system and Grantor shall be named as additional insured on such policies. Grantee reserves the right to self-insure a portion of the foregoing insurance.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ALBANY**

\_\_\_\_\_  
Signature - (L.S.)

\_\_\_\_\_  
Title- Date- (L.S.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, 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

**NIAGARA MOHAWK POWER CORPORATION**

\_\_\_\_\_  
Signature - (L.S.)

(L.S.)

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**Title -** **Date-**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_, before me, the undersigned, 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.

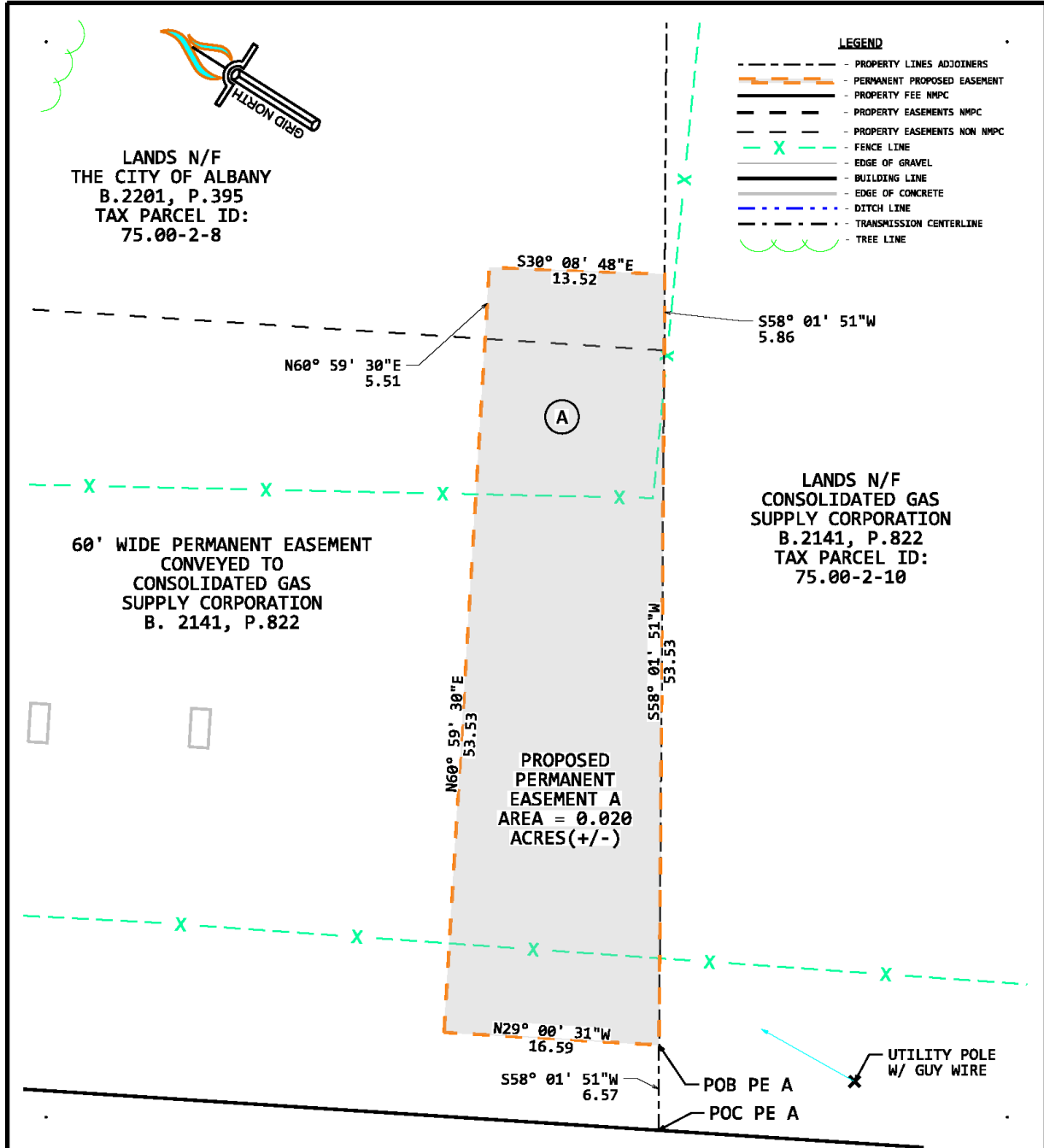
Notary Public

**RETURN TO:**

**National Grid**  
**Attention:** David Sanzen  
Right of Way, Survey & Aviation  
1125 Broadway  
Albany, New York 12204

# Exhibit A

**CONFIDENTIALITY STATEMENT**  
This document contains confidential and proprietary information of Niagara Mohawk Power Corporation, d/b/a National Grid ("National Grid"). It is to be used by authorized contractors for National Grid solely in connection with the specific project for which it has been transmitted. Any other use, its transmission to third parties, or its reproduction without prior express written authorization of National Grid is strictly prohibited.



PREPARED BY



## EXHIBIT "A"

PERM. EASEMENT "A" TO BE OBTAINED FROM  
CITY OF ALBANY

CITY OF ALBANY, ALBANY COUNTY, N.Y.

DES. RWM DR. JHM CK. JDM 10/24/2025 SCALE: 1"=10'

REV. 2 4.3 - A1.95 - M49

REV. 1 UPDATE EASEMENT SHAPE NO. 89002

SURVEY PROJECT # 3462.01

W.O. # 90000225801

SHEET 001

**PERMANENT EASEMENT "A" FROM CITY OF ALBANY -TAX PARCEL 75.00-2-8**

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF ALBANY, COUNTY OF ALBANY, AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF CONSOLIDATED GAS SUPPLY CORPORATION, A SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF THE CITY OF ALBANY (TAX PARCEL 75.00-2-8), THE SOUTHWESTERLY CORNER OF A PERMANENT EASEMENT CONVEYED TO CONSOLIDATED GAS SUPPLY CORPORATION, AND THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF NATIONAL GRID KRUMKILL - ALBANY # 7 (Q-679) 115 KV TRANSMISSION LINE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF CONSOLIDATED GAS SUPPLY CORPORATION, A SOUTHERLY LINE OF THE LANDS OF CITY OF ALBANY, AND THE SOUTHERLY LINE OF A PERMANENT EASEMENT CONVEYED TO CONSOLIDATED GAS SUPPLY CORPORATION SOUTH 58° 01' 51" WEST A DISTANCE OF 6.57 FEET TO THE POINT OF BEGINNING;

THENCE THROUGH THE LANDS OF THE CITY OF ALBANY AND A PERMANENT EASEMENT CONVEYED TO CONSOLIDATED GAS SUPPLY CORPORATION THE FOLLOWING TWO (2) COURSES:

1. NORTH 29° 00' 31" WEST A DISTANCE OF 16.59 FEET TO A POINT;
2. NORTH 60° 59' 30" EAST A DISTANCE OF 53.53 FEET TO A POINT ON THE EASTERLY LINE OF A PERMANENT EASEMENT CONVEYED TO CONSOLIDATED GAS SUPPLY CORPORATION;

THENCE THROUGH THE LANDS OF THE CITY OF ALBANY THE FOLLOWING TWO (2) COURSES:

1. NORTH 60° 59' 30" EAST A DISTANCE OF 5.51 FEET TO A POINT;
2. SOUTH 30° 08' 48" EAST A DISTANCE OF 13.52 FEET TO A POINT ON THE NORTHERLY LINE OF CONSOLIDATED GAS SUPPLY CORPORATION, AND A SOUTHERLY LINE OF THE LANDS OF CITY OF ALBANY;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF CONSOLIDATED GAS SUPPLY CORPORATION, AND A SOUTHERLY LINE OF THE LANDS OF CITY OF ALBANY SOUTH 58° 01' 51" WEST A DISTANCE OF 5.86 FEET TO THE EASTERLY LINE OF A PERMANENT EASEMENT CONVEYED TO CONSOLIDATED GAS SUPPLY CORPORATION; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY LINE OF CONSOLIDATED GAS SUPPLY CORPORATION, A SOUTHERLY LINE OF THE LANDS OF CITY OF ALBANY, AND THE SOUTHERLY LINE OF A PERMANENT EASEMENT CONVEYED TO CONSOLIDATED GAS SUPPLY CORPORATION SOUTH 58° 01' 51" WEST A DISTANCE OF 53.53 FEET TO THE POINT OF BEGINNING; CONTAINING 0.020 ACRE OF LAND, MORE OR LESS.



J.M.H.

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current policies, standards and procedures.

Date: OCTOBER 29 2025

COLLIERS ENGINEERING & DESIGN CT, P.C.

J.M.H.

JOSEPH H. MANDELL, Land Surveyor  
L.S. License No. 051147

PREPARED BY



SURVEY PROJECT # 3462.01

W.O. # 90000225801

SHEET 002

EXHIBIT "A"

PERM. EASEMENT "A" TO BE OBTAINED FROM  
CITY OF ALBANY

CITY OF ALBANY, ALBANY COUNTY, N.Y.

DES. RWM DR. JHM CK. JDM 10/24/2025 SCALE: 1"=10'

REV. 2 4.3 - A1.95 - M49

REV. 1 UPDATE EASEMENT SHAPE NO. 89002