

GRANT OF EASEMENT

FOR CONSIDERATION of Ten Dollar (\$10.00) and other valuable considerations the receipt and sufficiency of which is hereby acknowledged, Town of Olive, 45 Watson Hollow Road, West Shokan NY 12494 ("Grantors") for themselves, their heirs, assigns and successors hereby grants and conveys to the Heart of the Catskills Communication, Inc., dba MTC Cable, P.O. Box 260, Margaretville, NY 12455 ("Grantee") a New York Corporation, its successors and assigns, a permanent easement and right of way to construct, use, maintain, operate, alter, and to, repair, replace, and/or remove its facilities consisting of underground and/or aerial cables, cabinets, poles, anchors, wires and for other appurtenances for communication and/or other purposes upon, in, under, across, and along that certain real property in the Town of Olive, County of Ulster, State of New York. Described as follows:

An Easement to place telephone facilities (cables, conduits, generator and cabinets, a building on a concrete or wooden platform) and the rights to place buried electric and telephone cables and conduits from CHG&E/VZ Pole#108896/430 and the rights to park in the area near the building site as shown on the attached survey drawing marked as "Exhibit A" and recorded along with this easement and made a part thereof.

Parcel Identification Number: Map #37.17-1-79.1

The Grantor and Grantee agree to the following:

- a) The Grantee will provide emergency electric service to the Town of Olive building at this location and will bear the costs of installing the necessary equipment and labor that is needed for the installation of this service and shall be solely responsible for all annual operation and maintenance costs for such generator.
b) The Grantee, it successors and assigns, shall have the right of ingress to and egress from the land of the Grantor(s) for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgment, interfere with the use of said easement.
c) The Grantee, agrees to indemnify and hold harmless the Grantor(s), their heirs, assigns and successors for any or all damages and or injuries resulting from the construction, maintenance, operation, replacement and repair of its facilities.
d) The Grantee, for itself, its successors and assigns, agrees that it will pay the reasonable value of any actual physical damage done to the property of the Grantor(s) and their heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.
e) The Grantor(s) covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
d) The Grantor(s) hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this easement.

The Grantee agrees to the following:

- 1. Grantee shall be solely responsible at Grantee's sole cost and expense to obtain all required initial and renewals of all local, state and federal permits to construct, maintain and operate the facility.
2. Grantee shall be solely responsible to construct, maintain and operate the facility in a safe and secure manner and shall be solely responsible for the physical security of the facility.
3. Grantee shall be solely responsible, at Grantee's sole cost and expense, to maintain fire, hazard and liability insurance insuring the facility and shall name Grantor as an additional party insured and shall provide Grantor with a written copy of all such policies of insurance each year of the easement and before commencing any construction.
4. Grantee shall be solely responsible for the costs of all utilities required to construct, maintain and operate the facility.
5. Grantee shall be solely responsible, at Grantee's sole cost and expense, to completely remove the facility upon any termination or expiration of this easement or any extensions thereof.

DATED: _____

Jim Sofranko, Supervisor Town of Olive (Grantor)

State of New York)

County of Ulster) ss.:

On the ___ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said state, personally appeared, Jim Sofranko, Supervisor Town of Olive, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person* upon behalf of which the individual acted, executed the instrument.

Notary Public

*For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodian, nominee, municipality or any other individual or entity in its own or any representative capacity.