

THIS INDENTURE, Made the 9th day of August in the year One thousand nine hundred and forty.

BETWEEN Emma E. Van Loan of the Town of Guilderland, County of Albany, State of New York party of the first part, and New York Power and Light Corporation a domestic corporation having its principal office at 126 State Street, in the City of Albany, New York, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable considerations paid by the said party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the Town of Guilderland, County of Albany and State of New York, bounded and described as follows:

Beginning at an iron pipe driven in the ground in the division line between lands of the parties of the first part and lands now or formerly of Mary L. Cox at station 117+22.5 of the surveyed traverse line for the right of way of the proposed transmission line system of the party of the second part, extending from its Central Avenue Substation to its Krumkill Substation, and running thence south 50° 44' east along said division line 37.6 feet to a point; thence south 34° 48' west, parallel to and at all points 37.5 feet distant from said surveyed traverse line, 1124.7 feet to a point; thence south 66° 33' east 12.7 feet to a point; thence south 34° 48' west, parallel to and at all points 50 feet distant from said surveyed traverse line, 184.0 feet to a point in Western Avenue and in the center line of School House Road, extended northerly, thence south 12° 38' west along said center line of School House Road, as extended, and along the said center line of School house Road 211.0 feet to a point; thence north 66° 33' west 93.9 feet to a point; thence south 34° 48' west, parallel to and at all points 37.5 feet distant from said surveyed tranverse line, 682.0 feet to a point in the division line between said lands of the parties of the first part and lands now or formerly of Louis J. Ziehm; thence north 85° 42' west along said division line 43.5 feet to an iron pipe driven in the ground at station 139+49.8 of said surveyed traverse line; thence continuing north 85° 42' west along said division line 22.3 feet to a point; thence north 66° 42' west continuing along said division line 18.3 feet to a point; thence north 34° 48' east, parallel to and at all points 37.5 feet distant from said surveyed traverse line 704.2 feet to a point; thence north 66° 33' west 12.7 feet to a point; thence north 34° 48' east, parallel to

and at all points 50 feet distant from said surveyed traverse line, 395.4 feet to a point; thence south 66° 33' east 12.7 feet to a point; thence north 34°48' east, parallel to and at all points 37.5 feet distant from said surveyed traverse line, 1145.5 feet to a point in the first mentioned division line between said lands of the party of the first part and said lands now or formerly of Mary L. Cox; thence south 50° 44' east along said division line 37.6 feet to the point or place of beginning, containing within said bounds 4.25 acres, more or less, all as shown on the blueprint map numbered "parcel 10" entitled in part, "New York Power & Light Corp. Central Ave-Krumkill Transmission Line Caroline L. Witbeck- Purchase N-878" annexed hereto and made a part hereof.

✓ TOGETHER with the right at all times to cut and remove any brush, trees or other obstructions upon the remaining premises of the parties of the first part contiguous to the above provided premises which may in the opinion of the party of the second part, its successors or assigns, interfere with or be likely to interfere with the successful operation of its transmission line.

✓ EXCEPTING AND RESERVING unto the parties of the first part, their heirs and assigns, eight rights of way or crossings upon and over the above described premises, said crossings not to exceed sixty (60) feet in width, which said crossings shall be located not nearer than twenty five (25) feet to any pole, tower or other structure erected on said premises by the party of the second part. The use of said crossings shall be at the sole risk of the party or parties using the same.

ALSO EXCEPTING AND RESERVING, however, unto the parties of the first part, their heirs and assigns, the dam and all appliances and appurtenances connected therewith now located on the above described parcel, between station 123+30 and station 126+55 of the surveyed traverse line of the above described parcel, as shown on said annexed blueprint map, which said dam and appurtenances and appliances shall remain and be the property of the parties of the first part, together with the permanent right to maintain, operate, inspect, repair or rebuild said dam, and for such purposes the permanent right to enter upon the above described parcel, upon the condition, however, that said dam, together with the appurtenances and appliances connected therewith, shall not at any time be maintained in a manner which will interfere with the construction, maintenance and operation by the party of the second part of an electric transmission line or lines over and across the above described parcel, nor in a manner which will unreasonably interfere with the use of said parcel by the party of the second part, its successors and assigns, in the ordinary conduct of its business as an electric or gas utility.

In further consideration of the payment above recited, the party of the first part covenant as a covenant binding upon her heirs and assigns, that she will forever hold New York Power and Light Corporation, its successors and assigns, harmless from any claim, liability or expense arising out of or in connection with the maintenance and operation of the above described dam on the premises of the party of the second part, including any expense incurred by it or her in connection with the defense of any action, suit or proceeding caused by or in connection with the maintenance and operation of said dam. //

TOGETHER with the appurtenances; and all the estate and rights of the said party of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever, and the said Emma E. Van Loan does covenant with the said party of the second part as follows:

That the party of the second part shall quietly enjoy the said premises.

That she will forever warrant the title to said premises.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

U.S.R. Stamps \$5.45 Cancelled.

Emma E. Van Loan, L.S.

STATE OF NEW YORK, COUNTY OF ALBANY s.s. On this 9th day of Aug. 1940, before me the subscriber, personally came Emma E. Van Loan to me known and known to me to be the same person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Arthur John Rose,

Notary Public.

POP
CONFIDENTIAL
By.....

Rec. Sept. 6, 1940, 10:58 A.M.

John A. Rose

Clerk.