

After Recording Return to:

ACCESS, UTILITY, SNOW AND PARKING EASEMENT AGREEMENT¹

THIS ACCESS, UTILITY, SNOW AND PARKING EASEMENT AGREEMENT (this “Agreement”) made as of the ____ day of _____, 2026 by and between TOWN OF MENDON, a municipal corporation having an address of 16 West Main Street, Honeoye Falls, New York 14472 (“Grantor”), and [OWNER ENTITY], a New York limited liability company having an address of _____ (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of a certain piece or parcel of land located in the Village of Honeoye Falls, County of Monroe and State of New York designated as SBL No. 228.12-1-12.2 and being more particularly described in Schedule A attached hereto and depicted on Schedule A-1 attached hereto (the “Grantor Property”); and

WHEREAS, Grantor is also the owner of a certain piece or parcel of land located in the Village of Honeoye Falls, County of Monroe and State of New York designated as SBL No. 228.08-1-23 and being more particularly described in Schedule B attached hereto and depicted on Schedule B-1 attached hereto (the “Grantor Parking Property”); and

WHEREAS, Grantee is the owner of a certain piece or parcel of land located in the Village of Honeoye Falls, County of Monroe and State of New York designated as SBL No. 228.12-1-12.1 and being more particularly described in Schedule C attached hereto and depicted on Schedule C-1 attached hereto (the “Grantee Property”); and

WHEREAS, a portion of the Grantor Property is currently improved with a private road, which will be expanded (such roadway and any improvements, replacements and appurtenances thereto, herein the “Private Road”), which Private Road (as expanded) will be located on the lands described on Schedule D attached hereto (the “Road Easement Area”), such Road Easement Area being depicted on Schedule D-1 attached hereto; and

WHEREAS, in connection with Grantee’s intended development of the Grantee Property, Grantee intends on performing certain improvements within the Road Easement Area and otherwise impacting the Grantor Property, the Grantor Parking Property, and the Grantee

¹ Note to Grantee: This Agreement cannot be executed until the final development plans have been reviewed and approved by the Town. Further, the Town’s comments are subject to change based upon review and approval of such final plans.

Property, all in accordance with plans and specifications prepared by McMahon LaRue Engineers and Surveyors, Project No. 25-0053, last dated _____ (the “Final Plans”)²; and

WHEREAS, Grantee has requested, and Grantor has agreed to grant to Grantee, certain easements and rights within, and with respect to, the Road Easement Area for the benefit of the Grantee Property, together with other rights and easements as described herein for the performance of the improvements in accordance with the Final Plans, subject and pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Access Easement.

(a) Grantor hereby gives, grants, bargains, sells and conveys to Grantee, its successors and assigns and their employees, tenants and invitees, a non-exclusive permanent access easement and right- of-way in favor of Grantee, its successors and assigns and their employees, tenants and invitees, for vehicular and pedestrian traffic (the “Access Easement”) in, over and upon the Road Easement Area for the purpose of providing access to and from the Grantee Property to and from North Main Street (NY-65), to have and to hold the Access Easement unto the Grantee, its successors or assigns, subject to the terms and conditions contained herein.

(b) Subject to the terms and conditions contained herein, in connection with the Access Easement, Grantor hereby gives, grants, bargains, sells and conveys to Grantee the right to construct a curb cut off the Private Road in the location depicted on Schedule E attached hereto, to provide access to the Grantee Property in a location that is approximately 170 feet in distance from the westerly right-of-way line of North Main Street (NY-65) (the “Curb Cut Work”), in accordance with the Final Plans. Subject to the terms and conditions contained herein, Grantor expressly consents to the relocation of such Curb Cut (as required in the easements recorded at the Monroe County Clerk’s office in Liber 7469 of Deeds, Page 70 and Liber 7701 of Deeds, Page 14).

(c) Grantee shall be responsible, at its expense, to extend the paving of the existing 20-foot Private Road within the Road Easement Area to increase its width to approximately 24 feet, such expansion area being generally depicted on Schedule D-1 attached hereto, and otherwise in accordance with the Final Plans. ~~Notwithstanding the foregoing or anything contained herein to the contrary, in no event shall Grantee construct a retaining wall (as opposed to a curb) along the Private Road or Road Easement Area.~~

² Note to Grantee: To the extent the plans are not finalized prior to execution, this provision to be revised to provide that all terms and conditions of the Agreement are conditioned upon and subject to the Town’s review and approval of the plans.

(d) Grantee shall also be responsible, at its expense, to relocate the existing stormwater facilities located on the Grantee Property and install all required associated stormwater utilities and curbing reasonably necessary as a result of such widening of the Private Road (the “Stormwater Improvements”), in the locations depicted on Schedule F attached hereto, and otherwise subject to and in accordance with the Final Plans.

(e) Following the completion of the Curb Cut Work and the Stormwater Improvements, Grantee shall, at its sole cost and expense, mill, resurface and repave with a 1.5” type 7F topping the Road Easement Area (as extended pursuant to Section 1(c) above) in its entirety, to Grantor’s reasonable satisfaction.

(f) Following the completion of all work to be performed by Grantee hereunder, Grantor and its successors and assigns shall be solely responsible for the day-to-day maintenance of the Road Easement Area, in good condition and repair, including all required sweeping, snowplowing, and other day-to-day maintenance of the Road Easement Area (as widened as set forth above) (all of such day-to-day maintenance being herein referred to as the “Standard Roadway Maintenance”).

(g) Notwithstanding the foregoing, any maintenance and repair required of the Road Easement Area which is beyond typical day-to-day maintenance (including, by way of example, but not by limitation, repaving, resurfacing and/or reconstruction or other structural repairs) (collectively, “Roadway Repair Work”), shall initially be performed by Grantor, similar to the Standard Roadway Maintenance, provided that all costs and expenses of the Roadway Repair Work shall be split by Grantor and Grantee evenly, as provided herein.

(h) Following the completion of all work to be performed by Grantee hereunder, all maintenance and repair of the Stormwater Improvements (collectively, “Stormwater Maintenance and Repair”), shall initially be performed by Grantor, provided that all costs and expenses of the Stormwater Maintenance and Repair shall be split by Grantor and Grantee evenly, as provided herein.³

(i) Following the completion of any Roadway Repair Work and/or Stormwater Maintenance and Repair by Grantor hereunder, Grantor shall provide Grantee with written notice of the Roadway Repair Work and/or Stormwater Maintenance and Repair, as the case may be, so completed by Grantor, together with third party receipts and invoices evidencing the costs of such work (the “Repair Work Notice”). Within thirty (30) days of Grantee’s receipt of the Repair Work Notice from Grantor, Grantee shall pay Grantor fifty percent (50%) of the cost of such Roadway Repair Work and/or Stormwater Maintenance and Repair, as the case may be. Any and all amounts not so paid within such 30-day period shall bear interest at the rate of

³ Note to Grantee: Because all pipes and infrastructure are going to be shared, a distinction between those portions to be owned/maintained by a given party would be nearly impossible. Accordingly, we revised to provide that Grantor will maintain/repair the Stormwater Improvements in their entirety (even those portions located within/along the Grantee property), and the costs will be shared 50/50. We also included a new section below containing an easement in favor of Grantor for Grantor to access the Grantee property as/when necessary for such maintenance and repair.

eighteen percent (18%). Notwithstanding anything contained herein to the contrary, any Roadway Repair Work and/or Stormwater Maintenance and Repair to be performed by Grantor in excess of Five Thousand Dollars (\$5,000.00) ("Extraordinary Work") shall be subject to the approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed, provided that in the event that Grantee fails to approve or disapprove of any proposed Extraordinary Work within thirty (30) days of Grantee's receipt of written request for approval, Grantee shall be deemed to have approved of such Extraordinary Work. To seek approval for Extraordinary Work, Grantor shall provide written notice via certified mail, return receipt requested, or by a recognized overnight courier service, to Grantee at the address first set forth above and to any tenant of the Grantee Property. While The Frederick Ferris Thompson Hospital is a tenant of the Grantee Property the notice shall also be sent to the President at 350 Parrish Street, Canandaigua, New York 14424; and to General Counsel, Thompson Health, 350 Parrish Street, Canandaigua, New York 14424.

(j) Grantor shall have the right to contract with third parties for provision of the Standard Roadway Maintenance, Roadway Repair Work, and/or the Stormwater Maintenance and Repair, provided that no such contract shall relieve Grantor from its obligation to perform any such work.

2. Utility Easement. Grantor hereby gives, grants, bargains, sells and conveys to Grantee, its successors and assigns and their employees, tenants and invitees, a non-exclusive permanent easement and privilege in, under and over the Road Easement Area (the "Utility Easement Area") for the purpose of, to the extent necessary, using, operating, installing, repairing, maintaining, replacing, connecting with and having access to any utilities needed to service the Grantee Parcel and any improvements thereon, including, without limitation, all pipes, mains, conduits, lines, wires and related appurtenances, equipment, devices, facilities and improvements (the "Utility Easement" and all such utilities and related appurtenances, equipment, devices, facilities and improvements, the "Grantee Utility Improvements"), to have and to hold the Utility Easement unto the Grantee, its successors or assigns, subject to the terms and conditions contained herein. The location of the Utility Easement and the Grantee Utility Improvements are depicted on Schedule G attached hereto. Notwithstanding the foregoing, any and all Grantee Utility Improvements shall be performed and installed in accordance with the Final Plans and shall otherwise be subject to the prior written review and approval of Grantor prior to the installation thereof. The Grantee Utility Improvements shall remain the property of Grantee at all times and Grantee shall be solely responsible for the operation, maintenance, and repair thereof at Grantee's sole cost and expense.

3. Parking Easement. Grantor hereby gives, grants, bargains, sells and conveys to Grantee, its successors and assigns and their employees, tenants and invitees, a permanent easement and privilege in, under, over and upon the Parking Easement Area, as defined below, for the purpose of for the parking of motor vehicles (the "Parking Easement"), to have and to hold the Parking Easement unto the Grantee, its successors or assigns, subject to the terms and conditions contained herein. "Parking Easement Area" shall mean that area on the Grantor Parking Property comprising of eight (8) parking spaces and shown on Schedule H. The Parking Easement shall include the right of Grantee, its successors and assigns and their employees, tenants and invitees, ingress and egress across, over and on those portions of the existing

driveways on the Grantor Property and the Grantor Parking Property for ingress and egress to and from the Parking Easement Area and the Grantee Property (those portions being depicted on Schedule H attached hereto, and being generally described on Schedule H-1 attached hereto). Grantor and its successors and assigns shall maintain the Parking Easement Area together with Grantor's maintenance of the remainder of the Grantor Parking Property, in the manner and as reasonably determined by Grantor in Grantor's reasonable discretion. Grantee shall have the right to install, at Grantee's sole cost and expense, signage within the Parking Easement Area to indicate its exclusive use of such spaces, provided that all such signage, and the locations thereof, shall be subject to the prior written review and approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall be solely responsible for the maintenance and repair of such signage at Grantee's sole cost and expense. Notwithstanding anything contained herein to the contrary and for the avoidance of any doubt, in no event shall Grantor have any obligation to enforce any exclusive parking rights nor shall Grantor have any liability with respect thereto provided, however that Grantee shall have the right and authority to enforce its rights under the Parking Easement.

4. Snow Easement. Grantor hereby gives, grants, bargains, sells and conveys to Grantee, its successors and assigns and their employees, tenants and invitees, a permanent easement and privilege in, under, over and upon the Snow Easement Area, as defined below, for the purpose of stockpiling snow accumulations (the "Snow Easement"), to have and to hold the Snow Easement unto the Grantee, its successors or assigns, subject to the terms and conditions contained herein. "Snow Easement Area" shall mean that area on the Grantor Property that is adjacent to the eastern property line of the Grantor Property ("Lot 3") and extending westerly from such property line a distance of 20 feet, as depicted on Schedule I attached hereto. Without limiting the generality of the terms and conditions of Section 8 hereof, Grantee shall repair, at Grantee's sole cost and expense, any and all damage to the Grantor Property resulting from the Snow Easement, including, without limitation, any damage to the lawn on the Grantor Property, and shall perform any required restoration, as reasonably determined by Grantor, to the Snow Easement Area and immediately surrounding area resulting from Grantee's use thereof.

5. Stormwater Maintenance and Repair Easement. Grantee hereby gives, grants, bargains, sells and conveys to Grantor, its successors and assigns and their employees, tenants and invitees, a non-exclusive permanent easement and privilege, in, under and over that portion of the Grantee Property being depicted on Schedule J attached hereto (the "Grantor Stormwater Easement Area"), for the purpose of performing any Stormwater Maintenance and Repair hereunder (the "Grantor Stormwater Easement"), to have and to hold the Grantor Stormwater Easement unto Grantor, its successors and assigns, subject to the terms and conditions contained herein.

6. Easement Definitions. The Access Easement, Utility Easement, Parking Easement, Snow Easement, and Grantor Stormwater Easement are collectively hereinafter referred to as the "Easements." The Access Easement Area, Utility Easement Area, Parking Easement Area, Snow Easement Area, and Grantor Stormwater Easement Area are collectively hereinafter referred to as the "Easement Areas."

7. No Improvements or Obstructions in Easement Area. Neither Grantor nor Grantee, nor any servant, agent, invitee, employee or contractor of either one, shall obstruct, impede or interfere in the reasonable access, use and enjoyment of the Easement Areas. Without limiting the generality of the foregoing, no building or tree shall be erected within the Easement Areas and no tree or shrub shall be erected or planted in a location which will interfere with or endanger the operation of any utilities within the Easement Areas or the facilities and equipment connected therewith; provided that the foregoing limitations shall not be construed to modify or limit Grantor's or Grantee's obligation to maintain, repair, and restore the Easement Areas in accordance with this Agreement. Notwithstanding the foregoing, Grantee hereby acknowledges and agrees that, subject to the terms and conditions contained herein, it is taking the Easement Areas in their as-is conditions as of the date of this Agreement, and subject to all existing improvements, trees, shrubbery or other obstructions located within the Easement Areas as of the date of this Agreement, if any.

8. Terms and Conditions; Reservation of Rights.

(a) Grantee shall be responsible for one hundred percent (100%) of the costs and expenses associated with the work to be performed under this Agreement, with the sole exception of the Standard Roadway Maintenance, the Roadway Repair Work, and the Stormwater Maintenance and Repair (all such work to be performed by Grantee pursuant to the terms of this Agreement, collectively, the "Easement Work"). Grantee hereby agrees and acknowledges that, except as otherwise expressly provided herein, any improvements resulting from the Easement Work other than the Roadway Stormwater Improvements (which will be property of Grantor upon completion) are the sole property of Grantee, shall be the Grantee's responsibility to maintain and repair, and shall be under Grantee's exclusive control and supervision at all times.

(b) Grantee agrees that when exercising any of the rights granted hereunder, Grantee will not unreasonably interfere with the use and operation of the Grantor Property or the Grantor Parking Property. Grantee shall use best efforts to not block access to the Grantor Property or the Grantor Parking Property.

(c) Grantee shall comply with all applicable laws, regulations, ordinances, orders, and directives of governmental authorities or agencies with respect to the Easement Work and Grantee's use of the Easement Areas, the Grantor Property, and the Grantor Parking Property, including securing all required licenses or permits. All Easement Work shall be performed in a lien-free, good and workmanlike manner. Upon the completion of any Easement Work or activities associated with the Easements or otherwise permitted under this Agreement, Grantee shall restore or repair the Easement Areas, Grantor Property, and/or the Grantor Parking Property, as applicable, to the condition which existed immediately prior to Grantee's entrance onto the Grantor Property and the Grantor Parking Property.

(d) The Easements granted hereunder are non-exclusive easements, except for the Parking Easement, which is exclusive. The easement rights and privileges granted by this Agreement are expressly subject to and limited by any easements, grants, rights-of-way, mortgages, or other matters which currently affect and/or encumber title to the Grantor Property

and/or the Grantor Parking Property. Grantor makes no representations or warranties with respect to the rights granted herein. Notwithstanding the granting of the Easements contained herein, Grantor hereby reserves the right of use and enjoyment of the Grantor Property and Grantor Parking Property for all purposes, including, but not limited to, the right of ingress and egress, except as otherwise expressly provided herein. Except as otherwise expressly provided herein, nothing herein shall be constructed to limit or restrict any use or enjoyment of the Grantor Property or Grantor Parking Property by Grantor, or its successors, assigns, agents, tenants, invitees, licensees, nominees or grantees.

9. Indemnification.

(a) Grantor, for itself and its successors and assigns, agrees to defend, indemnify and hold harmless Grantee and Grantee's successors and assigns, from and against any and all claims, liabilities, obligations and causes of action for property damage or personal injury arising from the negligence or willful misconduct by Grantor or Grantor's agents, employees, contractors, or representees, except to the extent such claim, liability, obligation or cause of action is the result of the negligence or willful misconduct of the Grantee or Grantee's agents, employees, contractors, or representatives. Further, Grantor shall defend, indemnify and hold harmless Grantee and its successors and assigns from and against any and all claims, liabilities, obligations, and causes of action and all related costs and expenses (including reasonable attorneys' fees) of every kind and nature relating to, or arising from or out of (i) Standard Roadway Maintenance or Roadway Repair Work; (ii) Grantor's (or its agents', employees', contractors' or representatives') use of the Easement Areas or Grantee Property and/or; (iii) the failure to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed by Grantor under or pursuant to this Agreement by Grantor or Grantor's agents, employees, contractors, or representatives, except to the extent such claim, liability, obligation or cause of action is the result of the negligence or willful misconduct of Grantee or Grantee's agents, employees, contractors or representatives. For the avoidance of any doubt, the foregoing indemnifications by Grantor shall not extend to any claims, liabilities, obligations and causes of action arising from the use of the Easement Areas by any party other than Grantor itself, its successors or assigns, or any party claiming rights by, through or under Grantor (including, without limitation, Grantor's agents, employees, contractors, and representatives).

(b) Grantee, for itself and its successors and assigns, agrees to defend, indemnify and hold harmless Grantor and Grantor's successors and assigns, from and against any and all claims, liabilities, obligations and causes of action for property damage or personal injury arising from the negligence or willful misconduct by Grantee or Grantee's agents, employees, contractors, or representatives, except to the extent such claim, liability, obligation or cause of action is the result of the negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors, or representatives. Further, Grantee shall defend, indemnify and hold harmless Grantor and its successors and assigns from and against any and all claims, liabilities, obligations, and causes of action and all related costs and expenses (including reasonable attorneys' fees) of every kind and nature relating to, or arising from or out of (i) the improvements resulting from the Easement Work; (ii) Grantee's (or its agents', employees', contractors' or representatives') use of the Easement Areas, Grantor Property and/or Grantor

Parking Property for the Easement Work or otherwise,⁵⁴ and/or; (iii) the failure to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed by Grantee under or pursuant to this Agreement by Grantee or Grantee's agents, employees, contractors, or representatives, except to the extent such claim, liability, obligation or cause of action is the result of the negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors or representatives. For the avoidance of any doubt, the foregoing indemnifications by Grantee shall not extend to any claims, liabilities, obligations and causes of action arising from the use of the Easement Areas by any party other than Grantee itself, its successors or assigns, or any party claiming rights by, through or under Grantee (including, without limitation, Grantee's agents, employees, contractors, and representatives).

(c) The foregoing indemnification obligations shall survive the termination of this Agreement.

1. Protected Visibility Area. Should Grantee, its employees, tenants, invitees, successors or assigns, seek to construct any improvements or plant any trees exceeding five (5) feet in height within the area depicted on Schedule K attached hereto (the "protected Visibility Area"), Grantee shall obtain the consent of the Town Board prior to commencing such construction or planting, which consent shall not be unreasonably withheld.

2. Term of Easement: Binding on Successors and Assigns.

(a) This Agreement and the rights and obligations created hereunder shall be perpetual, shall run with the land (both benefited and burdened) and shall be binding upon, and inure to the benefit of, Grantor and Grantee, and their respective successors and assigns.

(b) Upon any sale or transfer of the Grantee Property or the Grantor Property, the seller thereof shall, within thirty (30) days of the transfer of such Property, provide the other party with written notice of such transfer, which notice shall include the notice address for the transferee, as well as evidence of the transferee assuming the liabilities and obligations of the transferring party hereunder in writing and, upon the other party's receipt of such notice and evidence of assumption, the transferring party shall be released from any further obligations or liabilities hereunder arising from and after the date of such transfer.

3. Default.

(a) An Event of Default shall have occurred with regard to Grantor upon the occurrence of the following events and circumstances:

(i) Intentionally Omitted; or

(ii) If Grantor otherwise fails to perform the required Roadway Maintenance as and when required and such failure continues for a period of fifteen (15) business days following written notice of such failure from Grantee; or

⁵⁴ Note to Grantee: The removed language is already included below.

(iii) If Grantor otherwise fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice thereof from Grantee.

(b) Notwithstanding anything to the contrary, if a Grantor failure under paragraphs (ii) or (iii) above cannot reasonably be cured within the applicable notice and cure period stated above, then Grantor will not be in default if Grantor commences to cure the failure within the applicable period, and thereafter diligently pursues all reasonable efforts to complete the cure. Upon the occurrence of an Event of Default by Grantor relating to the failure to perform required Roadway Maintenance, Grantee shall have the right, but not the obligation, upon notice to Grantor, to perform the required Roadway Maintenance and Grantor shall reimburse Grantee its reasonable and actual out-of-pocket cost thereof within thirty (30) days of Grantee providing prior written notice and reasonable back-up information for such costs to Grantor. In addition, upon the occurrence of any other Event of Default by Grantor under this Agreement, Grantee shall be entitled to exercise such rights and remedies as may be available at law or in equity.

(c) In the event that Grantor fails to perform snowplowing as part of the Roadway Maintenance, and (i) such failure does not give rise to an Event of Default pursuant to the terms of Section 11(a) above, (ii) the snow has accumulated to more than two (2) inches, and (iii) such failure materially hinders Grantee's ability to access the Grantee Property, then Grantee shall provide Grantor with oral notice of such failure, and if such failure is not cured within two (2) hours of such oral notice, then Grantee may, as its sole and exclusive remedy, perform the snowplowing on Grantor's behalf and Grantor shall reimburse Grantee its reasonable and actual out-of-pocket cost thereof within thirty (30) days of Grantee providing prior written notice and reasonable back-up information for such costs to Grantor.

(d) An Event of Default shall have occurred with regard to Grantee upon the occurrence of the following events and circumstances:

(i) If Grantee otherwise fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice thereof from Grantor.

(e) Upon the occurrence of an Event of Default by Grantee under this Agreement, Grantor shall be entitled to exercise such rights and remedies as may be available at law or in equity. Additionally, Grantor shall have the right, but not the obligation, upon notice to Grantee, to perform the obligation on behalf of Grantee and Grantee shall reimburse Grantor its reasonable and actual out-of-pocket cost thereof within thirty (30) days of Grantor providing prior written notice and reasonable back-up information for such costs to Grantee.

(f) In addition, and without limiting Grantor's other rights and remedies for such Event of Default, in the event that Grantee fails to pay or reimburse Grantor for any sums due pursuant to Section 1(f) hereof (the "Delinquent Payment"), and such failure continues for ninety (90) days of demand from Grantor, the amount of such Delinquent Payment shall automatically become a lien upon the Grantee Property, which such lien shall be enforced (with

interest at the rate set forth herein) in the same manner as a mortgage. Such lien shall automatically attach and take effect upon the recording of a claim of lien in the appropriate recording office in the Monroe County Clerk's Office setting forth the name of Grantee or its successors or assigns, the amount of the Delinquent Payment, the date of the non-payment, a description of the Grantee Property, and a statement that the lien is claimed pursuant to the provisions of this Agreement. Any such lien shall, in all instances, be subordinate to the first mortgage encumbering such property. Grantor, at its option, may exercise any one or more of the following remedies, either separately or simultaneously: (1) the institution of suit to collection the indebtedness due, (2) the institution of proceedings to foreclose the lien, as if the lien was a mortgage, by advertisement, or (3) the institution of suit to foreclose the lien, as if the lien was a mortgage. The rights granted herein shall be deemed in addition to and not in substitution of any other remedies provided hereunder, at law, or in equity. The parties each agree and consent to these terms and conditions and the recording of a lien as provided herein, which lien shall constitute a consensual lien for purposes of applicable law.

4. Estoppel Certificates. Within twenty (20) days following a written request from either party (not to exceed two (2) times in any calendar year (except in connection with a sale or financing, in which case there is no limit)), the other party shall provide a written statement, addressed to the other party or to such other party or parties as the requesting party may direct, confirming (a) that this Agreement has not been amended, constitutes the entire agreement between the parties relating to the Easement Area and the easements and rights set forth herein, and is in full force and effect; (b) that neither party is, to the best of the signer's knowledge, in default under this Agreement and to the best of the signer's knowledge no facts or circumstances exist that, with the passage of time or the giving of notice or both, would constitute a default under this Agreement by either party; (c) intentionally omitted; (d) that the signing party is not, to the best of its knowledge, entitled to any offsets or rights of recoupment against its obligations under this Agreement; (e) the signing party's address for notices; and (f) such other matters as either party shall reasonably request.

5. Amendments. Neither this Agreement or any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought to be enforced, and then only to the extent specifically set forth in such instrument.

6. No Joint Venture or Partnership. Grantor and Grantee expressly renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein shall be construed as making Grantor and Grantee joint venturers or partners. In no event shall Grantee have any obligation or liability with respect to any debts, obligations or liabilities of Grantor, and in no event shall Grantor have any obligation or liability whatsoever with respect to any debts, obligations or liabilities of Grantee.

7. Public Dedication. Nothing contained in this Agreement shall be construed to be a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, it being the express intention of Grantor and Grantee that this

Agreement and the easements and rights created hereby shall be strictly limited to the purposes expressed herein.

8. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this easement grant. Each party further waives any right to consolidate any action in which a jury trial has been waived hereunder with any other action in which a jury trial cannot be or has not been waived.

9. Attorney Fees. The prevailing party in any action to enforce this Agreement will be entitled to receive from the other party all reasonable expenses, including reasonable legal fees and disbursements paid or incurred by the prevailing party in such action.

10. Waivers. Neither party's failure to insist on strict performance of any part of this instrument will be construed as a waiver of the performance in any other instance.

11. Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York, without regard to any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in Monroe County, New York. Each of the parties irrevocably submits to those courts' venue and jurisdiction.

12. Misc. All Schedules referred to herein are intended to be, and hereby are, specifically made a part of this Agreement. This Agreement supersedes and replaces the following easements and agreements recorded at the Monroe County Clerk's office: (i) Liber 7469 of Deeds, Page 70, and (ii) Liber 7701 of Deeds, Page 14⁶⁵. To the extent that any such prior easements conflict with the terms and conditions of this Agreement, this Agreement shall control. This Agreement may be executed in counterparts. The Section headings in this Agreement are inserted only as a matter of convenience or references and are not to be given any effect whatsoever in construing this Agreement.

(signatures appear on next page)

⁶⁶ Note to Grantee: Please provide exhaustive list of all easements and agreements this is intended to supersede.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first set forth above

GRANTOR:

TOWN OF MENDON

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the ____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

GRANTEE:

[OWNER ENTITY]

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the ____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

All that tract of parcel of land, situate in part of the Ball Tract, Township 11, Range 5, Village of Honeoye Falls, Town of Mendon, County of Monroe, State of New York, being more particularly described as follows:

BEGINNING AT A POINT in the westerly right-of-way line of North Main Street (variable width), 333' more or less northerly from the northerly right-of-way line of Monroe Street. Said point being the northeasterly corner of lands conveyed to the Town of Mendon by deed filed in the Monroe County Clerk's Office in Liber 10569 of Deeds, Page 333; thence,

1. S 30°52'09" W, along the westerly right-of-way line of North Main Street, a distance of 37.50 feet to a point; thence the following two (2) courses through lands conveyed to the Village of Honeoye Falls by deed filed in Liber 12812 of Deeds, Page 611,
2. N 59°37'51" W, a distance of 198.78 feet to a point; thence,
3. S 30°22'09" W, a distance of 90.61 feet to a point. Said point being in the northerly line of lands conveyed to JDW Rental Properties LLC by deed filed in Liber 11750 of Deeds, Page 323 and by a boundary line agreement as shown on a map prepared by Craig Welch LS dated August 5, 1981 and filed in Liber 6028 of Deeds, Page 305; thence,
4. N 57°32'01" W, along said northerly line and along the southerly line of the aforesaid lands conveyed to the Town of Mendon, a distance of 120.33 feet to the southwesterly corner thereof; thence the following three (3) courses along the westerly line of said Town of Mendon parcel,
5. N 30°40'12" E, a distance of 50.00 feet to a point; thence,
6. N 58°07'32" W, a distance of 11.73 feet to a point; thence,
7. N 30°40'12" E, a distance of 82.00 feet to the northwesterly corner thereof; thence,
8. S 58°08'24" E, along the northerly line of said parcel, a distance of 330.50 feet to the point and place of beginning.

Intending to describe Lot 3 of the Monroe - North Main Subdivision as shown on a map prepared by McMahon LaRue Associates last revised on July 16, 2026 and to be filed in the Monroe County Clerk's Office and containing an area of 0.570 acres of land more or less, to the right-of-way line of North Main Street.

SCHEDULE A-1

SITE PLAN DEPICTING GRANTOR PROPERTY

[See attached]

SCHEDULE B

LEGAL DESCRIPTION OF GRANTOR PARKING PROPERTY

[TOWN OF MENDON TO PROVIDE]

SCHEDULE B-1

SITE PLAN DEPICTING GRANTOR PARKING PROPERTY

[See attached]

SCHEDULE C

LEGAL DESCRIPTION OF GRANTEE PROPERTY

All that tract of parcel of land, situate in part of the Ball Tract, Township 11, Range 5, Village of Honeoye Falls, Town of Mendon, County of Monroe, State of New York, being more particularly described as follows:

BEGINNING AT A POINT in the westerly right-of-way line of North Main Street (variable width), 141' more or less northerly from the northerly right-of-way line of Monroe Street. Said point being the southeasterly corner of lands conveyed to the Village of Honeoye Falls by deed filed in the Monroe County Clerk's Office in Liber 12812 of Deeds, Page 611; thence,

1. N 58°47'21" W, along the southerly line thereof and through said Village of Honeoye Falls parcel, a distance of 186.17 feet to a point in the easterly line of lands conveyed to JDW Rental Properties LLC by deed filed in Liber 11750 of Deeds, Page 323 and by a boundary line agreement as shown on a map prepared by Craig Welch LS dated August 5, 1981 and filed in Liber 6028 of Deeds, Page 305; thence,
2. N 39°29'58" E, along said easterly line, a distance of 61.15 feet to the northeasterly corner of said JDW Properties LLC parcel; thence,
3. N 57°32'01" W, along the northerly line of the aforesaid parcel and as bounded by the said agreement, a distance of 21.00 feet to a point; thence the following two (2) courses through the previously mentioned lands conveyed to the Village of Honeoye Falls ,
4. N 30°22'09" E, a distance of 90.61 feet to a point; thence,
5. S 59°37'51" E, a distance of 198.78 feet to a point in the westerly right-of-way line of North Main Street; thence,
6. S 30°52'09" W, along said right-of-way line, a distance of 154.50 feet to the point and place of beginning.

Intending to describe Lot 2 of the Monroe - North Main Subdivision as shown on a map prepared by McMahon LaRue Associates last revised on July 16, 2026 and to be filed in the Monroe County Clerk's Office and containing an area of 0.673 acres of land more or less, to the right-of-way line of North Main Street.

SCHEDULE C-1

SITE PLAN DEPICTING GRANTEE PROPERTY

[See attached]

SCHEDULE D

LEGAL DESCRIPTION OF THE ROAD EASEMENT AREA

All that tract of parcel of land, situate in part of the Ball Tract, Township 11, Range 5 of the Phelps and Gorham Purchase, Village of Honeoye Falls, Town of Mendon, County of Monroe, State of New York, being more particularly described as follows:

BEGINNING AT A POINT in the westerly right-of-way line of North Main Street, a.k.a. New York State Route 65, said point being the northeasterly corner of lands conveyed to the Town of Mendon by deed filed in the Monroe County Clerk's Office in Liber 10569 of Deeds, Page 333. Said point is further described as being the northeasterly corner of Lot R-2 of the John Rozaklis & Dimitrios Kokkinis Subdivision as shown on a map filed in the Monroe County Clerk's Office in Liber 253 of Maps, Page 45; thence,

1. S 30°52'09" W, along the westerly right-of-way line of North Main Street (width varies), a distance of 37.50 feet to a point; thence,
2. N 59°37'51" W, through Lot R-1 of the aforesaid subdivision, a distance of 198.78 feet to a point; thence,
3. N 30°22'09" E, through Lots R-1 and Lot R-2 of the aforesaid subdivision, a distance of 42.68 feet to a point in the northerly line of Lot R-2; thence,
4. S 58°08'24" E, along the northerly line thereof, a distance of 199.17 feet to the point and place of beginning.

Intending to describe an access and storm sewer utility easement to benefit Lot 2 of the Monroe – North Main Subdivision as shown on a map prepared by McMahon LaRue Associates last revised July 16, 2026; Project No. 25-0053 and to be filed in the Monroe County Clerk's Office. Containing an area of 7,974.9 square feet or 0.183 acres of land, more or less.

SCHEDULE D-1

SITE PLAN DEPICTING ROAD EASEMENT AREA

[See attached]

SCHEDULE E

SITE PLAN DEPICTING CURB CUT

[See attached]

SCHEDULE F

LOCATION OF STORMWATER IMPROVEMENTS

[See attached]

SCHEDULE G

SITE PLAN DEPICTING UTILITY EASEMENT AREA

[See attached]

SCHEDULE H

SITE PLAN DEPICTING PARKING EASEMENT AREA AND
INGRESS/EGRESS TO AND FROM PARKING EASEMENT AREA

SCHEDULE H-1

LEGAL DESCRIPTION OF INGRESS/EGRESS TO AND FROM
PARKING EASEMENT AREA

SCHEDULE I

SITE PLAN DEPICTING SNOW EASEMENT AREA

[See attached]

SCHEDULE J

SITE PLAN DEPICTING GRANTOR STORMWATER EASEMENT AREA

[See attached]

SCHEDULE K

SITE PLAN DEPICTING PROTECTED VISIBILITY AREA

[See attached]