

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:  
GREENLIGHT NETWORKS LLC  
1255 UNIVERSITY AVENUE  
SUITE 204  
ROCHESTER, NY 14607

Receipt # 2042821

Book Page D 12170 0484

No. Pages: 6

Instrument: EASEMENT WITHOUT A TPS584

Control #: 201904150074

Ref #: TT0000000824

Date: 04/15/2019

Time: 7:12:25 AM

STONY POINT HOMEOWNERS ASSOCIATION INC,

GREENLIGHT NETWORKS LLC,

Recording Fee	\$26.00	
Pages Fee	\$25.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: DA
<b>Total Fees Paid:</b>	<b>\$70.00</b>	

State of New York

MONROE COUNTY CLERK'S OFFICE  
WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

ADAM J BELLO

MONROE COUNTY CLERK



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Record and Return to:  
Greenlight Networks, LLC  
1255 University Ave, Suite 204  
Rochester, New York 14607  
Attention: Permit Department

greenlight  
networks

## EASEMENT AGREEMENT

This **Easement Agreement** is made as of March 19<sup>th</sup>, 2019, by and between **Stony Point Homeowners Association Inc.**, a New York Not-For-Profit corporation owning property described as tax parcels 063.13-1-85, 063.17-4-51.1 and 063.13-1-6 in the town of Webster, New York ("HOA") and **GREENLIGHT NETWORKS, LLC**, a New York limited liability company having an office at 1255 University Ave, Suite 204, Rochester, New York 14607 ("Greenlight").

**WHEREAS**, Homeowner owns property located at tax parcels 063.13-1-85, 063.17-4-51.1 and 063.13-1-6, which includes all or part of private road within the HOA and known as Mariner Circle, Midship Circle, North Cove Drive and Ensign Drive, in the Town of Webster, County of Monroe, and State of New York ("HOA's Property"); and

**WHEREAS**, Greenlight has requested, and Homeowner has agreed to grant, an easement over a portion of Homeowner's Property in order permit Greenlight to locate within the Easement Area (defined below) certain Facilities (defined below) in furtherance of Greenlight's business purposes;

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Homeowner hereby grants and conveys unto Greenlight, and its successors and assigns forever, a permanent easement and right-of-way in, upon, over, under, across and through that portion of Homeowner's Property as more particularly depicted on the map attached hereto at **Exhibit A** (the "Easement Area"), together with a right of ingress and egress over Homeowner's Property and Homeowner's adjacent lands to the extent reasonably necessary in order to exercise the rights granted hereunder.

To have and to hold the premises herein granted unto Greenlight and its successors and assigns, along with the following rights and privileges:

1. Greenlight and its employees, agents, contractors and subcontractors may from time to time enter upon the whole or any portion of the Easement Area for the purpose of installing, maintaining, operating, repairing, removing and/or replacing within the Easement Area fiber optic cable, other communication cable, conduit and related equipment and facilities (collectively, the "Facilities").
2. Greenlight agrees to indemnify and hold harmless the Homeowner from any claims, suits, or judgments resulting from injuries to persons, including Greenlight employees and contractors, or damage to property on or about the Easement Area arising out of Greenlight's exercise of the rights granted by this Easement Agreement.
3. Neither Homeowner nor its successors, assigns, agents or contractors shall use, alter, or move the Facilities in any way without the prior written consent of Greenlight. The parties agree that the Facilities shall at all times remain the property of Greenlight.
4. If Greenlight shall cause work to be performed in the Easement Area, Greenlight shall repair or restore any damage to the Easement Area or Homeowner's adjacent lands.

5. The Homeowner covenants that Greenlight shall quietly enjoy this Easement and that HOA will forever warrant the title to the same.

6. This Easement shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and assigns. The parties hereto shall execute and deliver any further documents necessary to achieve the purposes of this Easement Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first above written.

**Stony Point Homeowners Association, Inc.**

BY: Robert Bowman

PRINT NAME: ROBERT BOWMAN

TITLE: PRESIDENT

**Greenlight Networks, LLC**

BY: Mark Murphy

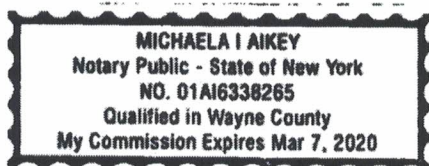
PRINT NAME: Mark Murphy

TITLE: President / CEO

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

ON THE 19 DAY OF March IN THE YEAR **2019** BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED ROBERT BOWMAN, 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.

Michael Aikey  
NOTARY PUBLIC



STATE OF NEW YORK :

:SS.:

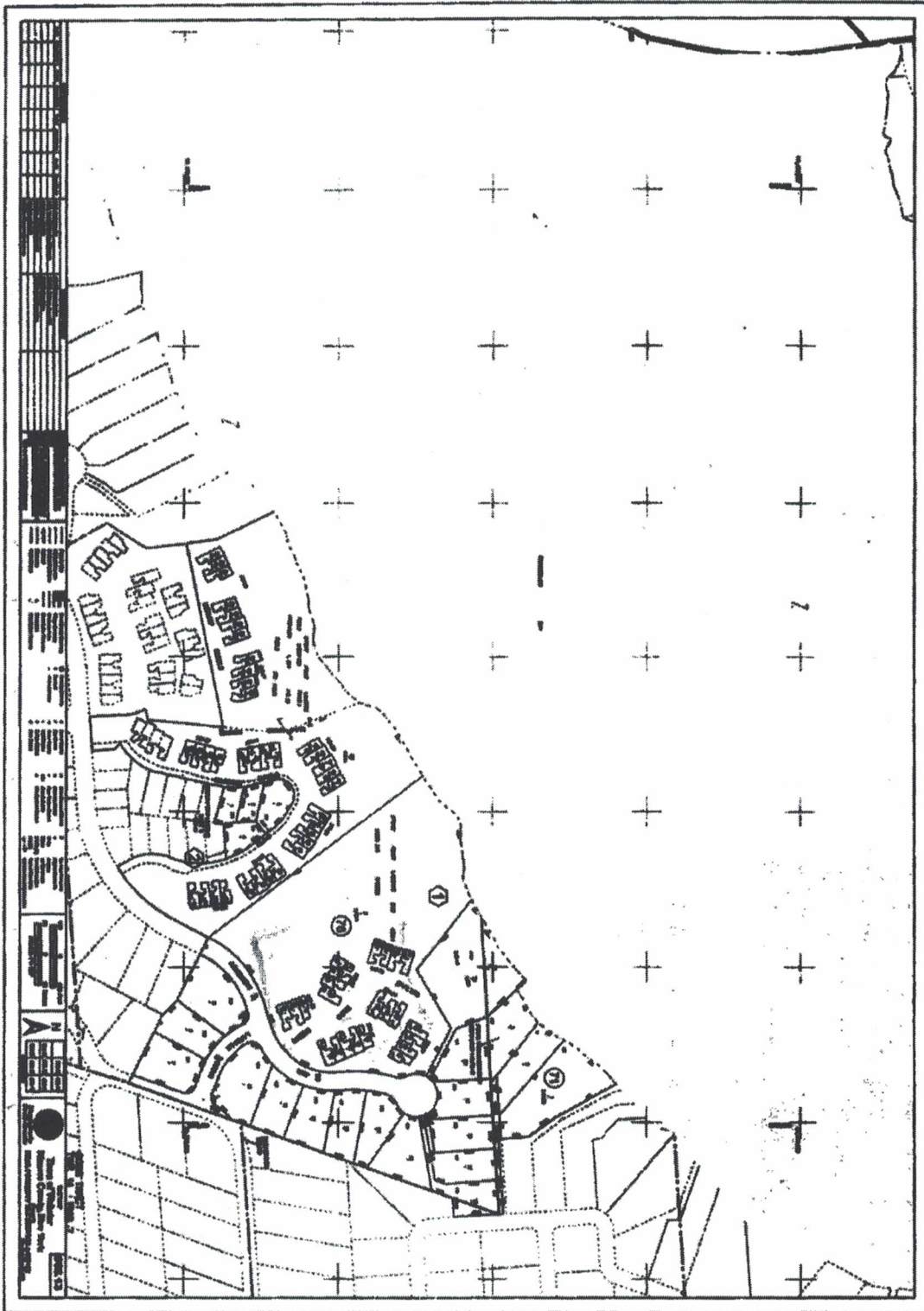
COUNTY OF MONROE:

ON THE 2ND DAY OF APRIL IN THE YEAR 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED **MARK MURPHY** PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL WHOSE NAME IS SUBSCRIBED TO WITHIN THE 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.

Hannah M. Brennan

NOTARY PUBLIC

HANNAH M BRENNAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BR6374391  
Qualified in Monroe County  
My Commission Expires 04-30-2022



HOA  
 063.13.1.6  
 North Cove  
 1.72 Acres  
 063.13.1.85  
 Mariner Court  
 4.21 Acres  
 + 2.20 Acres

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HOB

063.17.4.51.1

13.57 Acres

Upper Midship

Clear