

OCT 21 2022

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LIBER 505 PAGE 527

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made this 30th day of ^{January} January, 1951, by and between JANET E. BENTLEY, residing at 1982 Clover Street, in the Town of Brighton, Monroe County, New York, herein called the First Party, PAUL GILBERT STRAYER, residing at 91 Merriman Street, in the City of Rochester, Monroe County, New York, herein called the Second Party, FRED D. CRIBB, residing at 244 North Main Street, in the City of Canandaigua, Ontario County, New York, herein called the Third Party, and G. HENRY BOYCE, residing at 404 North Main Street, in the City of Canandaigua, Ontario County, New York, herein called Fourth Party,

WHEREAS the First Party is the record owner of premises in the Town of Canandaigua, County of Ontario and State of New York, as described in a deed to First Party and recorded in said Ontario County Clerk's Office in Liber 486 of Deeds at page 245, a portion of which premises adjoins the northerly line of premises of the Second Party and a portion of which adjoins the westerly line of premises of the Third and Fourth Parties hereto, whose premises are commonly known as "Black Point" and are described in a deed from Nelson to said Fourth Party dated March 18, 1948, and recorded in said Ontario County Clerk's Office in Liber 460 of Deeds at page 23 (the southerly half of said "Black Point" premises having been conveyed to the Third Party herein by said Fourth Party by deed dated February 28, 1950, to be recorded in said Clerk's Office), and

WHEREAS by reason of an Agreement between the First and Second Parties dated November 16, 1949, and recorded in said Clerk's Office in Liber 486 of Deeds at page 249 the

consent of the Second Party must be procured in order to allow the creation of an easement over the premises now owned by First Party as above referred to, and

WHEREAS all of the parties hereto are desirous of creating an easement or right of way across a portion of the premises of the First Party to allow construction of a road-way giving convenient access and egress to and from Black Point and to and from the premises of the Second Party,

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter expressed, each of the parties as to the others respectfully covenants and agrees as follows:

I. The First Party hereby grants and conveys to the Second, Third and Fourth Parties in common a perpetual easement and right of way over a portion of the premises of the First Party, which right of way shall be approximately sixty (60) feet in width and shall commence at a point approximately four hundred eighty (480) feet northerly from the north boundary line of the premises of the Second Party as measured along the westerly line of the premises of the First Party as shown on a map of "Lands of G. Henry Boyce" made by Ethelbert Seiler, Surveyor, to be filed in Ontario County Clerk's Office contemporaneously with this instrument; thence in a southeasterly direction down the bank or bluff and diagonally across the said lands of the First Party to the premises of the Third Party; ^{not} it/being intended hereby to locate said easement definitely, due and liberal allowance being made by reason of the rough and irregular terrain. Said easement and right of way shall not be unnecessarily obstructed and may be used by vehicles and pedestrians, such use being limited to Second, Third and Fourth Parties, their guests, servants and business invitees.

II. The Second Party hereby specifically consents

to the creation of the easement as set forth in Paragraph I above.

III. The Third and Fourth Parties shall within one year from the date hereof cause to be constructed at their expense in a good and workmanlike manner a roadway over a portion of the easement described in Paragraph I above and over the lands of the Third Party to the north line of the lands of the Second Party at the foot of the bank or bluff. This roadway shall be so graded and maintained that vehicles using said roadway shall have clear and unobstructed access northerly to the existing roadway now used by the Second Party over the premises of the First Party. The Third and Fourth Parties will maintain said roadway so constructed for the period of three years after its completion, and thereafter it shall be maintained at the joint expense of the Second, Third and Fourth Parties, share and share alike. "Maintenance" as used herein shall not be deemed to require contribution toward the cost of installing a hardtop roadway at any time in the future. The Second Party hereby agrees to save harmless the Third and Fourth Parties from any and all personal and/or property damage that may result to him by reason of the construction and maintenance by them of the roadway described herein.

IV. The Third Party hereby grants and conveys a perpetual easement and right of way to the Second Party to use the portion of the roadway which will exist upon the premises of the Third Party in order to afford Second Party access to his premises from the roadway owned by First Party and as now used by Second Party.

V. The Third and Fourth Parties covenant and agree that they will not cause to be built upon their respective

premises more than one residence together with the usual out-buildings, which out-buildings may include one guest house not larger than sixteen (16) by twenty-four (24) feet, unless the First Party to this agreement shall have given her consent in writing to the construction of any such additional building or buildings.

VI. The Third Party hereby grants to the Fourth Party a perpetual easement and right of way eighteen (18) feet in width commencing at the southerly side of the premises of the Third Party at a point so as to connect with the roadway to be constructed by them as provided in above paragraph numbered III and continuing thence northerly at the foot of the bank or bluff across the lands of the Third Party to the southerly boundary line of the lands of the Fourth Party; said easement and right of way to afford passage on foot and with vehicles to the Fourth Party from his lands, being the northerly half of "Black Point" so-called, to said roadway described in said paragraph III, and the cost of construction and maintenance of said roadway to be built upon said easement to be borne equally by the Third and Fourth Parties. Said Third Party also grants and conveys to the Fourth Party a perpetual easement and right of way, for the passage of vehicles and pedestrians, over and upon that portion of the roadway described in above numbered paragraph III as being upon the lands of the Third Party.

VII. Except for the right of the Second Party under a written Right-of-Way Agreement with the First Party, recorded in the Ontario County Clerk's Office in Liber 486 of Deeds at page 249 on December 6, 1949, Second, Third and Fourth Parties further agree that the foregoing right-of-way easement hereby

granted by First Party supercedes any and all other right, title or interest they, individually or jointly, may have or claim to have over any other portion of the property of First Party.

VII. The covenants and agreements herein contained shall be deemed to run with the lands and be binding upon and inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

John T. Bentley L.S.
Paul Gilbert Shayer L.S.
Frederick Crick L.S.
W. Henry Bryce L.S.

STATE OF NEW YORK)
COUNTY OF MONROE) SS.:
CITY OF ROCHESTER)

On this 5th day of April, 1951, before me,
the subscriber, personally appeared JANET E. BENTLEY, to me
known and known to me to be the individual described in and
who executed the within instrument, and she duly acknowledged
to me that she executed the same.

Edward I. Crusty

STATE OF NEW YORK)
COUNTY OF MONROE) SS.:
CITY OF ROCHESTER)

EDWARD I. CRUSTY
Notary Public in the State of New York
Monroe County Register No. 591
Commission Expires March 30, 1952

On this 30th day of March, 1951, before me,
the subscriber, personally appeared PAUL GILBERT STRAYER, to
me known and known to me to be the individual described in and
who executed the within instrument, and he duly acknowledged
to me that he executed the same.

Marsden Tuthill

MARSDEN TUTHILL
NOTARY PUBLIC, State of N. Y., Monroe Co. No. 2800
Commission Expires March 30, 1952

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:
CITY OF CANANDAIGUA)

On this 5 day of April, 1951, before me,
the subscriber, personally appeared FRED D. CRIBB, to me known
and known to me to be the individual described in and who
executed the within instrument, and he duly acknowledged to
me that he executed the same.

Barbara M. Lowen

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:
CITY OF CANANDAIGUA)

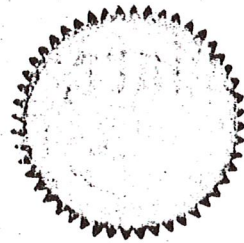
Notary Public in the State of N. Y.
Ont. Co. No. 35-7610700
Comm. Expires Mar. 30, 1952

On this 5th day of April, 1951, before me,
the subscriber, personally appeared G. HENRY BOYCE, to me known
and known to me to be the individual described in and who
executed the within instrument, and he duly acknowledged to
me that he executed the same.

Barbara M. Lowen

Notary Public in the State of N. Y.
Ont. Co. No. 35-7610700
- 6 - Comm. Expires Mar. 30, 1952

STATE OF NEW YORK
COUNTY OF MONROE
OFFICE OF THE COUNTY CLERK



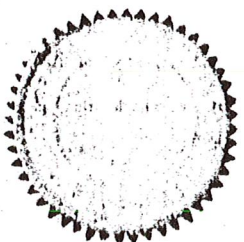
I, WALTER H. WICKINS, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having a common seal, DO CERTIFY, that

Edward J. Cristy
before whom the annexed Oath, Affidavit, Acknowledgment purports to have been made or taken, and certified by him, was at the time of the making or taking thereof a NOTARY PUBLIC in and for said State, and was duly authorized to take the same, and was authorized by the laws of this State to take and certify the acknowledgment and proof of deeds to be recorded in this State; that I am well acquainted with his handwriting and verily believe his signature thereto is genuine and that such officer is not required by law to have a seal nor is he required to have a specimen impression thereof filed or deposited in this office, or recorded, filed or deposited in any other place.

In Witness Whereof, I have hereunto set my hand and the official seal of said Courts this 3 day of April 1957

Walter H. Wickins Clerk
A 1640 *Robert H. McCall, Jr.* Deputy Clerk

STATE OF NEW YORK
COUNTY OF MONROE
OFFICE OF THE COUNTY CLERK



I, WALTER H. WICKINS, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having a common seal, DO CERTIFY, that

Maudie J. Suttell
before whom the annexed Oath, Affidavit, Acknowledgment purports to have been made or taken, and certified by him, was at the time of the making or taking thereof a NOTARY PUBLIC in and for said State, and was duly authorized to take the same, and was authorized by the laws of this State to take and certify the acknowledgment and proof of deeds to be recorded in this State; that I am well acquainted with his handwriting and verily believe his signature thereto is genuine and that such officer is not required by law to have a seal nor is he required to have a specimen impression thereof filed or deposited in this office, or recorded, filed or deposited in any other place.

In Witness Whereof, I have hereunto set my hand and the official seal of said Courts this 3 day of April 1957

Walter H. Wickins Clerk
A 1596 *Clara J. Thorne* Deputy Clerk

RIGHT OF WAY AGREEMENT

JANET E. BENTLEY, 127 ✓
First Party
PAUL GILBERT STRAYER, 222 ✓
Second Party
FRED D. GILBERT, 48 ✓
Third Party
G. KENNY BOYCE, 200 ✓
Fourth Party

ONTARIO COUNTY, N. Y.

Recorded on 16 day

April 1957 at 3:05

P. M. in Room 258

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MAKES-REACH, SEETING, WILCOX

AND DALE

SOUTH FITZGERALD STREET

ROCHESTER, N. Y.