

LICENSE AGREEMENT

AGREEMENT made and entered into as of the 16th day of NOVEMBER, 1990, by and between NEW YORK STATE ELECTRIC & GAS CORPORATION, an electric and gas corporation organized under the laws of the State of New York, having its principal place of business at Town of Dryden (no street address), Tompkins County, New York 14851, hereinafter referred to as the "Licensor", and WAYNE L. STRAW and DORIS K. STRAW, residing at 339 Jerry Smith Road, Lansing, New York 14882, hereinafter referred to as the "Licensee".

W I T N E S S E T H:

WHEREAS, the Licensee desires to use for agricultural purposes the premises described in a deed to the Licensor ("Licensor's Deed"), dated March 4, 1954 and recorded in the Tompkins County Clerk's Office in Liber 365 of Deeds at Page 573, such premises being hereinafter referred to as the "Premises"; and

WHEREAS, the Licensee now holds title to all or part of that certain land described in a deed to the Licensee, dated January 31, 1973 and recorded in the Tompkins County Clerk's Office in Liber 505 of Deeds at Page 680, such land being hereinafter referred to as the "Adjacent Land"; and

WHEREAS, the agricultural use of the Premises would benefit both the Licensor and the Licensee; and

WHEREAS, the Licensor is willing to permit the use of the Premises by the Licensee for agricultural purposes upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed as follows:

1. That the Licensee may use the Premises for agricultural purposes only and that the Licensee's use of the Premises shall be rent free.
2. That the use of the Premises by the Licensee shall be in such manner as not to interfere with the Licensor's use of the Premises, including, but not limited to, the Licensor's construction, reconstruction, maintenance, repair, operation or other use of the poles, wires, lines or other facilities, structures, fixtures and/or appurtenances placed upon, over or under the Premises by the Licensor now or at any time in the future.
3. That the Licensee shall place no facilities, structures, fixtures and/or appurtenances upon, over or under the Premises and shall construct no path, road or driveway or do any excavating (except agricultural ditching), mining or blasting within the limits of the Premises without the prior written consent of the Licensor, except as may be provided in the Licensor's Deed.

4. That the Licensee in the use of the Premises shall maintain a clearance of fifteen (15) feet or more from the Licensor's aerial wires with equipment, crops or otherwise.

5. That in the event that the Premises, any facilities (including agricultural ditching facilities), structures, fixtures and/or appurtenances located upon, over or under the Premises, or any crops present, planted or growing on the Premises are damaged by the Licensor or the Licensee is prevented from using the Premises because of the Licensor's use of the Premises, including, but not limited to, its construction, reconstruction, maintenance, repair or operation of its present and/or future facilities, structures, fixtures and/or appurtenances upon, over or under the Premises, the Licensor, its contractors, agents and employees shall not be liable for any loss, cost or expenses by reason of such damage to said Premises, said facilities (including agricultural ditching facilities), structures, fixtures and/or appurtenances, or said crops, or by reason of the Licensee's inability to use the Premises.

6. That the Licensor, where practicable, shall give the Licensee thirty (30) days prior notice of any non-emergency construction, reconstruction, maintenance or repair of its present and/or future facilities, structures, fixtures and/or appurtenances upon, over or under the Premises.

7. That the term of this License Agreement shall

commence upon the date of its execution and shall continue until it is terminated in accordance with its terms.

8. That this License Agreement may be terminated by the Licensee at any time upon thirty (30) days prior notice.

9. That the Licensee shall not assign or transfer its rights or obligations hereunder, or any interest herein, except upon the prior written consent of the Licensor; provided, however, that the Licensee may, by a writing, permit another party to use the Premises, for agricultural purposes only, in accordance with the terms hereof if the Licensee gives the Licensor thirty (30) days prior notice thereof identifying the third party by name and address. The Licensee shall give a copy of any such writing to the Licensor promptly upon the execution thereof. Any such permitted use by a third party shall not affect the rights or obligations of the Licensee hereunder.

10. That this License Agreement may be terminated by the Licensor at any time upon six (6) months prior notice if the Licensor, in its sole discretion, deems such termination to be necessary to insure its use of the Premises, without interference, for any purpose whatsoever, including, but not limited to, its construction, reconstruction, maintenance, repair, operation or other use of the poles, wires, lines or other facilities, structures, fixtures and/or appurtenances placed upon, over or under the Premises by the Licensor now or at

any time in the future. If, after any such termination, the Licensor's use of the Premises becomes such that it would not be interfered with by the use of the Premises for agricultural purposes only, the Licensor shall enter into a License Agreement substantially similar to this License Agreement with the then owner of the Adjacent Land if requested to do so by such owner prior to any use of the Premises by such owner.

11. That in the event of the termination of this License Agreement in accordance with its terms, the Licensor shall not be liable for any loss, cost or expenses suffered by the Licensee by reason of such termination.

12. That this License Agreement shall automatically terminate upon the sale of, or other transfer of title to, the Premises by the Licensor.

13. That this License Agreement shall automatically terminate (i) upon the death of the Licensee or, if there is more than one Licensee, upon the death of all of them, or (ii) upon the sale of, or other transfer of title to, all or any part of the Adjacent Land. Upon the termination of this License Agreement, pursuant to this Paragraph, the Licensor shall enter into a substantially similar License Agreement with the Licensee's successor in interest to the Adjacent Land (a) if requested to do so by the Licensee's successor in interest to the Adjacent Land prior to any use of the Premises by such successor

in interest, and (b) if doing so would not interfere with the Licensors then-present or then-planned use of the Premises, regardless of the nature of such use of the Premises.

14. That this License Agreement shall automatically terminate (i) if the Premises are not used for agricultural purposes by the Licensee for any uninterrupted seven hundred and thirty (730) day period or (ii) if the Licensee violates any term or condition of this License Agreement. For purposes of this Paragraph, the term "agricultural purposes" shall mean only the planting, growing and harvesting of a cash crop. The Licensee's failure to plant, grow and harvest a cash crop for such a period shall not terminate this License Agreement if (a) such failure is required by (1) the Licensee's participation in a farm benefit program conducted by the Department of Agriculture of the United States of America or by the Department of Agriculture and Markets of the State of New York or (2) the Licensee's employment of an agricultural practice generally accepted within the agricultural industry of the State of New York as appropriate for use by one in the Licensee's circumstances as such circumstances exist at the time such practice is employed, (b) the Licensee keeps the Premises free and clear of such trees, brush or other obstructions as might interfere with the Licensors use of the Premises during such period, (c) the Licensee promptly gives the Licensors notice of the date of the commencement of its

participation in such program or its employment of such practice, which notice specifies the program participated in or the practice employed and (d) the Licensee promptly gives the Licensor notice of the date of the termination of its participation in such program or its employment of such practice, which notice specifies the program participated in or the practice employed.

15. That under no circumstances, regardless of the period that this License Agreement is in effect, shall the Licensee acquire any interest whatsoever in the title to the Premises but shall have only such interest as is herein provided.

16. That the Licensee assumes full responsibility for any and all liability arising from the use of the Premises by the Licensee, his contractors, agents, servants, employees, invitees, licensees and representatives and hereby agrees to pay the Licensor an amount to reimburse the Licensor in full for any damage to the Licensor arising therefrom.

17. That the Licensor shall not in any case be liable to the Licensee or his contractors, agents, servants, employees or any person or persons including, but not limited to, the Licensee's licensees, invitees or users of the Premises for or on account of any injury to or death of such Licensee, contractors, agents, servants, employees or any person or persons, including, but not limited to, the Licensee's licensees, invitees or users

of the Premises, arising out of, or in any way connected with, the use of the Premises, or for or on account of injury to or damage to their property, arising out of, or in any way connected with, the use of the Premises, and the Licensee hereby assumes full responsibility for and hereby releases the Licensor from all responsibility for any such death, injury, damage or liability and hereby covenants and agrees to indemnify and save harmless the Licensor, its successors and assigns, from and against any and all losses, damages, costs, claims for damages, demands, suits, recoveries, judgments, executions or penalties which may be made, had, brought or recovered by reason of or on account of any such death, injury, damage or liability.

18. That any notice or request required to be given or made herein shall be deemed sufficient if given or made in writing and sent by certified or registered mail, return receipt requested, to the party entitled to such notice or request at the address of such party as stated above unless that party has previously given notice that some other address is to be used.

19. That the word "Licensee" when used herein shall mean the person or persons with whom the Licensor enters into this License Agreement.

20. That this License Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior

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discussions, oral commitments and prior written instruments.

There are no representations, warranties, covenants or promises other than those expressly set forth herein. Any modification of this License Agreement shall be in writing and shall be signed by each party to this Agreement before having any force or effect. Nothing in this License Agreement shall affect the Licensor's Deed in any way whatsoever, including, without limitation, any reservations or exceptions set forth therein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

LICENSOR
NEW YORK STATE ELECTRIC & GAS CORPORATION

By: William G. M. Carr
Vice President



Assistant Secretary

LICENSEE

Wayne L. Straw

Print Name: WAYNE L. STRAW

Doris K. Straw

Print Name: DORIS K. STRAW.

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

On this 20th day of December, 1990, before me personally came William G. McCann, to me personally known, who, being by me duly sworn, did depose and say that he resides at RD 2, Box 250 B, Noyes Rd. in Vestal, New York; that he is a vice president of New York State Electric & Gas Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation or by authority of the bylaws of said corporation; and that he signed his name thereto by like order or authority.

Jeanette F. Fendick
 Notary Public

JEANETTE F. FENDICK
 Notary Public, State of New York
 No. 4648976
 Residing in Broome County
 My commission expires August 31, 1991

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

On this 16th day of November, 1990, before me personally came Wayne & Doris Strawn to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (they) severally) duly acknowledged to me that he (they) executed the same.

Dawne M. Martyniak
 Notary Public

DAWNE M. MARTYNIK
 NOTARY PUBLIC #4799111
 CHEMUNG COUNTY, STATE OF NEW YORK
 MY COMMISSION EXPIRES Dec 30, 1991

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Tompkins County, ss: 3rd Day of June, 1991
 Recorded on the 3rd of June at 3:49 o'clock P.M., in Liber 36 of McCallan
 at page 250 and examined.
Aurora R. Valente Clerk