

Jeffery Schmitt, Planning Board Chair
Michael Harris, Vice Chairman
Dale Warner, Town Planner
Melissa Deffer, Clerk
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG
SCHENECTADY COUNTY

Elizabeth Novak, Board Member
Joshua Houghton, Board Member
Michael Santulli, Board Member
Matthew Hoffman, Board Member
Michael Walpole, Board Member

RECEIVED

JUN 17 2022

Town of Duanesburg
Planning Board Minutes
May 19th, 2022
Final Copy

TOWN OF DUANESBURG
TOWN CLERK

MEMBERS PRESENT: Jeffery Schmitt- Chairperson, Michael Harris-Vice Chairperson, Elizabeth Novak, Joshua Houghton, Michael Santulli, Matthew Hoffman, Michael Walpole, Planning Board Attorney Teresa Bakner, Town Planer Dale Warner, and Clerk Melissa Deffer.

INTRODUCTION: Chairperson Jeffery Schmitt opened the meeting and welcomed everyone to tonight's Planning Board meeting. Schmitt asked for the board to introduce themselves to the public: Jeff Schmitt- Chairman, Elizabeth Novak- Planning Board Member, Matt Hoffman- Planning Board Member, Mike Walpole- Planning Board Member, Josh Houghton- Planning Board Member, Mike Santulli- Planning Board Member, Mike Harris- Vice Chairperson, Dale Warner- Town Planner, Melissa Deffer-Planning Board Clerk and Teresa Bakner- Legal Counsel for the Planning Board was introduced by Chairman Schmitt.

OPEN FORUM:

Schmitt/Novak made a motion to open the open forum at 7:03 pm.

Schmitt yes, Novak yes, Hoffman yes, Walpole yes, Houghton yes, Santulli yes, Harris yes.

Approved.

Lynne Bruning located at 13388 Duanesburg Rd (**Please see attachment**)

Susan Biggs located at 13388 Duanesburg Rd (**Please see attachment**)

Schmitt/Hoffman made a motion to close the open forum at 7:10 pm.

Schmitt yes, Hoffman yes, Novak yes, Walpole yes, Houghton yes, Santulli yes, Harris yes.

Approved.

PUBLIC HEARINGS:

#22-05 Catalytic Recovery Corp, SBL#67.00-3-8.1, (C-2) Located at 5469 Duanesburg Rd is seeking a Special Use Permit under section 12.4(33) of the Town of Duanesburg Zoning Ordinance.

Schmitt/Harris made a motion to open the public hearing for the **#22-05 Catalytic Recovery Corp** application.

Schmitt yes, Harris yes, Novak yes, Hoffman yes, Walpole yes, Houghton yes, Santulli yes.

Approved.

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Over→

Project Manager John Hitchcock, Jr from ABD Engineers, LLP represent Mr. Michael Grandy, and gave his presentation to the public.

Michael Ledley located at 5431 Duanesburg Rd asked to see the site plan that Mr. Hitchcock has provided to see where the swale will be and to make sure that the water is properly diverted and will not make the current water issue worse on his property.

Lynne Bruning located at 13388 Duanesburg Rd would like to know what happens if the site plan does not work, then what?

Legal Counsel explained that the Board is able if they so chose to put conditions on the Special Use permit and if the conditions are not met and the drainage swales fail, then the applicant will have to come back to the Board to seek approval.

Michael Ledley located at 5431 Duanesburg Rd would prefer to not have to look at a gate located at the front of the property, and the applicant agrees.

Santulli/Walpole made a motion to close the public hearing for the **#22-05 Catalytic Recovery Corp** application.

Santulli yes, Walpole yes, Hoffman yes, Novak yes, Schmitt yes, Harris yes, Houghton yes.

Approved.

Novak/Santulli made a motion to reaffirm the preliminary SEQRA findings for an unlisted action of a negative impact declaration for the **#22-05 Catalytic Recovery Corp** application. (Please See Part 2 and 3 of the FEAF Attachment)

Novak yes, Santulli yes, Houghton yes, Walpole yes, Hoffman yes, Schmitt yes, Harris yes.

Approved.

Harris/Hoffman made a motion to grant **#22-05 Catalytic Recovery Corp**, SBL#67.00-3-8.1, (C-2) Located at 5469 Duanesburg Rd a Special Use Permit under section 12.4(33) of the Town of Duanesburg Zoning Ordinance with the following Conditions:

1. DOT permit is obtained if any work in the right of way is being done
2. DEC approval if any is needed for an air permit.
3. No adverse impact to the existing drainage swale to the east side of the property

Harris yes, Hoffman yes, Novak yes, Schmitt yes, Santulli yes, Houghton yes, Walpole yes.

Approved.

OLD BUSINESS:

#22-01 Valley Mobile Home Court, LLC: SBL#55.00-4-11.6, (C-2) located at 6204

Duanesburg Rd is seeking a Special Use Permit for 10 storage units under section 12.4(33) and a Minor Subdivision under section 3.4 of the Town of Duanesburg Subdivision Ordinance.

Chairperson Schmitt commented that the fact that some work has already been done to the site is making it extremely difficult for the Board to review because the pre-existing conditions are no longer present. Board Member Hoffman states that it was made clear to both the applicant and the Engineer that no Construction is to be done on site other than the stabilization. There is sign of activity on the property that is not strictly stabilization, and if there is any it needs to stop.

Chris Longo from Empire Engineering is representing the owner, Eric Dolan-applicant for Valley Mobile Home Court, both were not present at the meeting. At the last meeting (April 21st, 2022) the Planning Board had made a motion to obtain C.T. Male as the Town Designated Engineer (TDE) to review the project. Town Planner informed the Board of a correspondence between himself and C.T. Male. A new quote was sent to the Town of \$5,600. Their original

price of \$4,500 went up because they did not include the full SEQRA review process. Town Planner reached out to Doug Cole from Prime AE, and their quote remains the same price at \$4,900.

Schmitt/Harris made a motion to switch from retaining C.T. Male and retain Prime AE as the new Town Designated Engineer (TDE) to review the project.

Schmitt yes, Harris yes, Santulli yes, Houghton yes, Walpole yes, Hoffman yes, Novak yes.

Approved.

Novak/Schmitt made a motion to table the #22-01 Valley Mobile Home Court, LLC application until the June 16th, 2022, meeting.

Novak yes, Schmitt yes, Harris yes, Santulli yes, Houghton yes, Walpole yes, Hoffman yes.

Approved.

#21-21 Serth, Joseph: SBL# 35.05-1-19.2, (R-1) located at 8496 Mariaville Rd is seeking a Special Use Permit for use for an event venue under Local Law #1 2021 of the Town of Duanesburg Zoning Ordinance. Last year Joe's family and neighbors took down a 100-year-old 1500 sqft barn and moved it to the property where the previous barn was. Mr. Serth would like to use the barn as an event venue site for weddings, family get together and small gatherings with no more than 150. Joe explained to the Board that at the December 16th, 2021 meeting the Planning Board asked for 6 items to be completed, and they were:

1. A traffic study
2. Site plan
3. A revised copy of the FEAF with the changes to the total acreage, Page 5 C and D are a yes, top of page 10, check yes, there is a daycare down the road.
4. Obtain any permits needed from the department of health, Schenectady County planning and DPW- Joe stated there are none.
5. A sign off from the local fire departments chief for driveway
6. Neighbor signoff stating Mr. Serth can use the driveway for emergency services if needed.

Two of the neighbors located at 176 Batter St were present at the meeting a voiced three of their complaints.

1. How close the barn and bathroom facilities (which were built without a permit) are to their property line
2. Noise
3. Parking situation

Santulli/Houghton made a motion to set a public hearing for the #21-21 Serth, Joseph application to be held at the June 16th, 2022, meeting.

Santulli yes, Houghton yes, Walpole yes, Hoffman yes, Novak yes, Schmitt yes, Harris yes.

Approved.

NEW BUSINESS:

None

SKETCH PLAN REVIEW:

None

OTHER:

None

MINUTES APPROVAL:

Novak/Santulli made the motion to approve April 21st, 2022, Planning Board minutes with minor corrections.

Novak yes, Santulli yes, Houghton yes, Walpole yes, Hoffman yes, Schmitt yes, Harris yes.
Approved.

ADJOURNMENT:

Hoffman/ Houghton made the motion to adjourn at 8:13 pm.

Hoffman yes, Houghton yes, Santulli yes, Harris yes, Schmitt yes, Novak yes, Walpole yes.
Approved.

Project: Grandy - Catalytic Recovery Corp.

Date: 4/21/22

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|--|---|--|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Will the proposed action impair the character or quality of the existing community? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Will the proposed action impact existing: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. public / private water supplies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. public / private wastewater treatment utilities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Will the proposed action create a hazard to environmental resources or human health? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Town of Duanesburg Planning Board has completed an environment assessment of the proposed Special Use Permit for a catalytic converter recovery business located at 5469 Duanesburg Rd. tax map #67.00-3-8.1 in the C-2 Manufacturing & Light Industrial Zoning District. The proposal is consistent with the Town Comprehensive Plan and compliant with the Zoning Ordinance and will be consistent with the existing community character with no aesthetic impacts anticipated. The proposal is not in a Critical Environmental Area. The proposed action will have no impact or any adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walking. The proposed action will have little impact or increase in the use of energy. The proposed action has an existing private well and existing private septic system. The proposal does not fall within a historic district or on the National or State Register of historic Places, it does however fall within the NY State Historic Preservation Office (SHPO) archaeological sensitive area. However, no impacts are anticipated based on the scope of work being proposed. There are no wet areas or mapped wetlands, the proposal is not within the 100 year Flood Plain or remediation site. The proposed action should not create a hazard to environmental resources or human health, there are no records of rare, threatened or endangered plants but, the site has been identified as having endangered species the Northern Long - Eared Bats, all tree removal activities of trees greater than 3inch of breast height must occur between October 31st and March 31st. If these days can not be accommodated, an on-site assessment by the DEC staff will be required. Soil erosion control measures will be required to be installed prior to any future construction activities and maintained during any future construction activities. A planned grassed swale to a NYS Route 7 ditch will require a DOT permit for work in the ROW. It is anticipated that the area of disturbance will be less than one acre.

Therefore based on this information, the Planning Board has determined that the proposed Special Use Permit will not have any significant adverse impacts on the environment and a negative Declaration is made for the purposes of Article 8 of the Environmental Conservation Law.

| | |
|---|---|
| <input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required. | |
| <input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts. | |
| Duanesburg Planning Board | 5-19-22 |
| Name of Lead Agency | Date |
| Jeffery Schmitt | Chairperson |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

PO Box 160
Quaker Street, NY 12141

Jeffery Schmitt
Planning Board
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

May 19, 2022

RE: Planning Board Privilege of the Floor

Dear Jeffery Schmitt and the Planning Board,

Lynne Bruning
13388 Duanesburg Road

On April 15, 2022 the planning chair signed each sheet 1 through 30 of 30 of the March 28, 2022 Site Plan Revision J for Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC. Thank you! The Projects 2019 approved site plan was not signed by the board.

There are two different files in Amp Drop Box that are both labeled March 28, 2022 Site Plan Revision J.

<https://app.box.com/s/clatbkfqwy9roet5i43w2k5r6vpfoovn/file/942707405878>

<https://app.box.com/s/clatbkfqwy9roet5i43w2k5r6vpfoovn/file/938180937267>

Which one did the chair of the planning board sign? Providing this information, or uploading a digital file of the site plan as signed by the planning board, may afford the taxpayers easier access to the documents and may streamline Freedom of Information requests.

Drawing C0.01

Sheet 2 of 30 has a table for Zoning Data

Required Solar Field Setbacks

Front 100'

Side 40'

Rear 100'

Town Solar Law 3.k. "Structures and equipment shall be located at least 100 feet from any lot containing a single or multifamily residence."

It appears that the zoning data on Oak Hill's site plan does not reflect the solar law.

It appears that the town engineer did not inform the town or the Applicant of this error.

I request that Oak Hill Solar's documents are corrected to reflect the local law for a setback of 100 feet from lots with residences.

This would provide clarity, accuracy and close a loophole.

Also on Sheet 2 of 30 is a table for Site Data

Preliminary Disturbed Area

Oak Hill 2 Lot 74.00-2-5.1 is 37.18 acres

Oak Hill 1 Lot 74.00-2-5.2 is 32.68 acres

Preliminary Solar Area

Oak Hill 2 Lot 74.00-2-5.1 is 28.16 acres

Oak Hill 1 Lot 74.00-2-5.2 is 28.70 acres

The Applicant notes "Preliminary." Is the board aware of a secondary solar area?

Will the Project be expanding?

Is the Project limited to the information found in SEQRA Environmental Assessment Form Part 1 E.1.b. signed March 7, 2022? This document is not included in the March 17, 2022 Resolution to Amend the Special Use Permit. For your convenience I've attached FEAF Part 1 to my comments. It states 65.2 acres solar field.

Additionally, the site data table does not provide the number of acres inside each fence. The acres inside each fence provided in the March 11, 2019 and June 6, 2019 site plan reflects that Oak Hill 1 has 32 acres inside the fence and Oak Hill 2 has 33 acres inside the fence. I request that Oak Hill documents are updated to reflect the numbers of acres inside each fence. These number would provide clarity, accuracy and close a loophole.

Would you please identify where the lay-down yard will be? At a planning board meeting Amp representative Bill Pedersen said that it would be inside the fence. It is not shown on the site plan. Lay-down yards cause a significant impact on the land and surrounding environment. The Project site has 100% poorly drained soils and contains 82 acres of wetlands. Compaction from vehicle parking, heavy machinery, delivery trucks, fork lifts, storage of spools of wire , job site trailers, ATVs, racking, panels, toilets will be significant and concentrated in lay-down yards. Please see attached images of lay-down yards at the Van Epps and Mohawk View solar facilities.

The May 19, 2022 Planning Board Agenda has the addition of Page 1 of the FEAF Part 3 and the town engineer, Doug Cole's, December 20, 2021 email. Neither document states how many acres are inside each fence. And neither document specifies the location of the fence.

The town engineer states that the distance to the property line from the nearest panel did not change from 2019 to the current plan. The June 6, 2019 overall site plan site plan sheet 1 of 10 was not drawn to scale, it omitted the Biggs house and it is not stamped by an engineer. Accurate measurements cannot be obtained from a site plan that has no scale. There is no way to analytically compare the June 6, 2019 overall site plan sheet 1 of 10 to the documents the board approved on March 17, 2022.

There was a recent mention about the easements and leases for Oak Hill Solar Projects. For your reference, as well as for the solar committee, I've provided the lease and easement documents as obtained from the Schenectady County Clerk.

Thank you for your time and consideration.

Respectfully,
Lynne Bruning
720-272-0956
lynnebruning@gmail.com

Enc: Oak Hill Solar FEAF Part 1 March 7, 2022
Oak Hill Easement to Niagra Mohawk Instrument 202014684
Oak Hill Easement to Niagra Mohawk Instrument 202014688
Oak Hill 1 Lease Instrument 02014902
Oak Hill 1 and Oak Hill 2 Easement Instrument 202014904
Oak Hill 2 Lease Instrument 202014908
Oak Hill 2 Easement Instrument 202014909
Figure 1 color with annotations Lay-Down Yard Van Epps Solar and Mohawk View Solar
Figure 2 color with annotations Lay-Down Yard Van Epps Solar and Mohawk View Solar

"This Board's lack of what appears to be serious accurate review and consideration of the solar projects Oak Hill Solar1 and Oak Hill Solar 2 have been detrimental to the Duanesburg community's cohesiveness and beyond disappointing to this long time multigenerational land owner. Trust has been severed between residents and their community representatives. The board has let us down."

I think the board should know that a friend missed my driveway and turned around in the access road to Solar I and Solar II.

They commented about their experience and aid " Some one is going to get killed entering Route 7 as you cannot see what is coming. What is the towns liability if there is a serious accident at this intersection?

May 19, 2022

Susan Biggs
13388 Duanesburg Road
azurevista@hotmail.com

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

| | | |
|---|-----------|----------------------------|
| Name of Action or Project: Oak Hill Solar 1, LLC & Oak Hill Solar 2, LLC | | |
| Project Location (describe, and attach a general location map): 13590-13592 Duaneburg Road, Delanson, NY 12053 | | |
| Brief Description of Proposed Action (include purpose or need): The applicant proposes to construct two (2) 5.0 MW photovoltaic solar sites including battery energy storage systems (BESS) such that each solar array will be situated on its own parcel. | | |
| Name of Applicant/Sponsor: Kevin Foster - Oak Hill Solar 1, LLC & Oak Hill Solar 2, LLC | | Telephone: (416) 450-7023 |
| | | E-Mail: kfoster@amp.energy |
| Address: 1550 Wewatta Street, 4th Floor | | |
| City/PO: Denver | State: CO | Zip Code: 80202 |
| Project Contact (if not same as sponsor; give name and title/role): Pallav Shah | | Telephone: (781) 589-1928 |
| | | E-Mail: pshah@amp.energy |
| Address: 1550 Wewatta Street, 4th Floor | | |
| City/PO: Denver | State: CO | Zip Code: 80202 |
| Property Owner (if not same as sponsor): Richard Murray | | Telephone: |
| | | E-Mail: |
| Address: 1206 Oak Hill Road | | |
| City/PO: Esperance | State: NY | Zip Code: 12066 |

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|--|---|
| a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees | Possible pending discussion regarding solar credits. | |
| b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission | Lot Line Adjustment, Subdivision, Site Plan, Special Use Permit, PILOT | |
| c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals | | |
| d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | County planning referral. | |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | NYSDOT - curb cut, OPRHP, NYSEDA, NYSDEC - wetlands, stormwater & end. species | |
| h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | ACOE - wetlands | |
| i. Coastal Resources. | | |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

NYS Heritage Areas: Mohawk Valley Heritage Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Agricultural-Residential (R-2)

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No
If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Duanesburg

b. What police or other public protection forces serve the project site?
NY State Police & Schenectady County Sheriffs

c. Which fire protection and emergency medical services serve the project site?
Esperance Volunteer Fire Department

d. What parks serve the project site?
Central Bridge Community Park, Shafer Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Utility

b. a. Total acreage of the site of the proposed action? 140.73 +/- acres

b. Total acreage to be physically disturbed? 69.75 +/- acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 140.73 +/- acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☒ Yes ☐ No
If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Utility separation

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? 2

iv. Minimum and maximum proposed lot sizes? Minimum 70.35 ac Maximum 70.38 ac

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses?

☐ Yes ☒ No

If Yes, show numbers of units proposed.

One Family

Two Family

Three Family

Multiple Family (four or more)

Initial Phase

At completion

of all phases

g. Does the proposed action include new non-residential construction (including expansions)?

☒ Yes ☐ No

If Yes,

* Structures noted as walk-in enclosures - 4

i. Total number of structures 6*

BESS, 2 spare parts containers

ii. Dimensions (in feet) of largest proposed structure: 8' height; 7'-5-1/2" width; and 53' length

iii. Approximate extent of building space to be heated or cooled: 1500 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

☐ Yes ☒ No

If Yes,

i. Purpose of the impoundment:

ii. If a water impoundment, the principal source of the water:

☐ Ground water

☐ Surface water streams

☐ Other specify:

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No

(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

• Volume (specify tons or cubic yards):

• Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials?

☐ Yes ☐ No

If yes, describe.

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting?

☐ Yes ☐ No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?

☒ Yes ☐ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Wetland ID: G-104 ; Wetland Class: 3

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: Approximately 1,283 sf of utility trench and limited use pervious haul road is proposed to be installed within wetland areas. Fence posts and solar structures are to be mechanically driven to avoid disturbance.

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☒ No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☒ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water?

☐ Yes ☒ No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☐ Yes ☐ No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

- Do existing sewer lines serve the project site? ☐ Yes ☐ No
 - Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☐ No
- If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☒ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 0.092 acres (impervious surface)

_____ Square feet or 140.7 acres (parcel size)

ii. Describe types of new point sources. Inverter/transformer pads, spare parts storage containers, energy storage system pads, DC-DC converter pads

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Site will feature a limited use pervious gravel solar access road that will not alter site hydrology.

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? ☒ Yes ☐ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☒ Yes ☐ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☒ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☒ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 7am - 5pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:
 BESS < 100dBA at equipment, Equipment pads < 94dBA at equipment, trackers < 70dBA, very low dBA at property lines - 24 hour per day duration / heavy machinery during construction

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☐ Yes ☒ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☒ Yes ☐ No

If Yes:

i. Describe proposed treatment(s):
 Spot use of herbicides to control invasive species during operational phase of project

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation: _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- ☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☒ Rural (non-farm)
☒ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

The land and surrounding parcels are currently a mix of farming and residential.

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|--------------------|-------------------------------------|-----------------------|
| • Roads, buildings, and other paved or impervious surfaces | 0.16 | 0.25 | +0.09 |
| • Forested | 24.98 | 24.68 | -0.30 |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 89.64 | 24.67 | -64.97 |
| • Agricultural (includes active orchards, field, greenhouse etc.) | 16.10 | 16.10 | 0 |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | | | |
| • Wetlands (freshwater or tidal) | 9.85 | 9.83 | -0.02 |
| • Non-vegetated (bare rock, earth or fill) | | | |
| • Other Describe: Solar field | 0.00 | 65.2 | +65.2 |

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

| | |
|------------------|---------|
| Burdett-Scriba | 72 % |
| Illian Silt Loam | 28 % |
| _____ | _____ % |

d. What is the average depth to the water table on the project site? Average: _____ 2-4 feet

e. Drainage status of project site soils: ☐ Well Drained: _____ % of site
☐ Moderately Well Drained: _____ % of site
☒ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: 90 % of site
☒ 10-15%: 10 % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No
If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

| | | |
|-----------------------------------|----------------------------------|---------------------------------------|
| Streams: | Name _____ | Classification _____ |
| Lakes or Ponds: | Name _____ | Classification _____ |
| Wetlands: | Name Federal Waters, NYS Wetland | Approximate Size NYS Wetland (in a... |
| Wetland No. (if regulated by DEC) | G-104 | |

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No
If Yes:
i. Name of aquifer: Principal Aquifer

| | | |
|---|-----------------|--------------|
| m. Identify the predominant wildlife species that occupy or use the project site: | | |
| Deer _____ | Squirrels _____ | Skunks _____ |
| Birds _____ | Opossum _____ | _____ |

| | |
|---|--|
| n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: | |
| i. Describe the habitat/community (composition, function, and basis for designation): _____ | |
| ii. Source(s) of description or evaluation: _____ | |
| iii. Extent of community/habitat: | |
| <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres | |

| | |
|---|--|
| o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes: | |
| i. Species and listing (endangered or threatened): _____ | |
| Northern Long-eared Bat | |

| | |
|---|--|
| p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: | |
| i. Species and listing: _____ | |

| | |
|---|--|
| q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, give a brief description of how the proposed action may affect that use: _____ | |
| Private small game / large game hunting | |

| | |
|---|--|
| E.3. Designated Public Resources On or Near Project Site | |
| a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes, provide county plus district name/number: _____ | |
| b. Are agricultural lands consisting of highly productive soils present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| i. If Yes: acreage(s) on project site? 133+/- acres** | |
| ii. Source(s) of soil rating(s): USDA Web Soil Survey | |
| c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: | |
| i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature | |
| ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ | |
| d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: | |
| i. CEA name: _____ | |
| ii. Basis for designation: _____ | |
| iii. Designating agency and date: _____ | |

| | |
|---|--|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District ii. Name: <u>Sheldon Farmhouse</u> iii. Brief description of attributes on which listing is based: <u>Historic house</u> | |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): _____ ii. Basis for identification: _____ | |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles. | |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

F. Additional Information

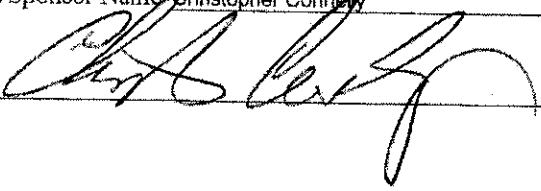
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

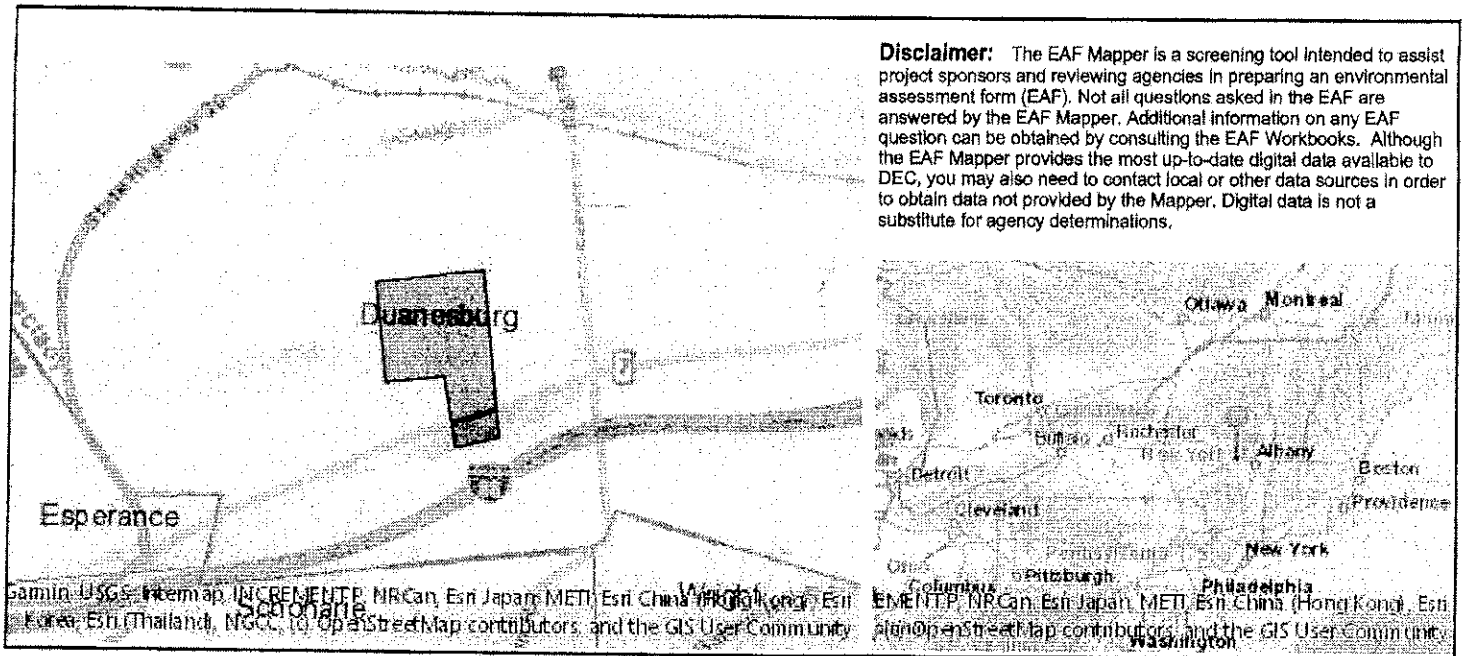
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name: Christopher Connelly Date: 3/7/22

Signature:  Title: Agent For Applicant

EAF Mapper Summary Report

Friday, July 23, 2021 9:00 AM



| | |
|--|---|
| B.1.i [Coastal or Waterfront Area] | No |
| B.1.ii [Local Waterfront Revitalization Area] | No |
| C.2.b. [Special Planning District] | Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook. |
| C.2.b. [Special Planning District - Name] | NYS Heritage Areas: Mohawk Valley Heritage Corridor |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Listed] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.iii [Within 2,000' of DEC Remediation Site] | No |
| E.2.g [Unique Geologic Features] | No |
| E.2.h.i [Surface Water Features] | Yes |
| E.2.h.ii [Surface Water Features] | Yes |
| E.2.h.iii [Surface Water Features] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| E.2.h.iv [Surface Water Features - Wetlands Name] | Federal Waters, NYS Wetland |
| E.2.h.iv [Surface Water Features - Wetlands Size] | NYS Wetland (in acres): 82.2 |
| E.2.h.iv [Surface Water Features - DEC Wetlands Number] | G-104 |
| E.2.h.v [Impaired Water Bodies] | No |
| E.2.i. [Floodway] | No |
| E.2.j. [100 Year Floodplain] | No |

| | |
|---|---|
| E.2.k. [500 Year Floodplain] | No |
| E.2.l. [Aquifers] | Yes |
| E.2.l. [Aquifer Names] | Principal Aquifer |
| E.2.n. [Natural Communities] | No |
| E.2.o. [Endangered or Threatened Species] | Yes |
| E.2.o. [Endangered or Threatened Species - Name] | Northern Long-eared Bat |
| E.2.p. [Rare Plants or Animals] | No |
| E.3.a. [Agricultural District] | No |
| E.3.c. [National Natural Landmark] | No |
| E.3.d [Critical Environmental Area] | No |
| E.3.e. [National or State Register of Historic Places or State Eligible Sites] | Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook. |
| E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name] | Sheldon Farmhouse |
| E.3.f. [Archeological Sites] | Yes |
| E.3.l. [Designated River Corridor] | No |

OFFICE OF THE SCHENECTADY COUNTY CLERK



620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Cara M. Ackerley
County Clerk

Carla Saglimbeni
Deputy County Clerks

Instrument Number - 202014684
Recorded On 5/22/2020 At 10:29:57 AM
* Instrument Type - EASEMENT
* Book/Page - DEED/2035/55
* Total Pages - 4
Invoice Number - 1047647 User ID: TMH
* Document Number - 2020-1679
* Grantor - MURRAY RICHARD B

* Grantee - NIAGARA MOHAWK POWER CORP

*RETURN DOCUMENT TO:
NATIONAL GRID
300 ERIE BLVD., WEST
SYRACUSE, NY 13202

* FEES

| | |
|--------------------|---------|
| NY LAND SUR | \$4.75 |
| NY LAND COMP SUR | \$14.25 |
| CO GENERAL REVENUE | \$40.00 |
| CO LAND SUR | \$0.25 |
| CO LAND COMP SUR | \$0.75 |
| TOTAL PAID | \$60.00 |

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

Cara M. Ackerley
Schenectady County Clerk

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* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 202014684

157156

GRANT OF EASEMENT

RICHARD B. MURRAY OF 1206 Oak Hill Road, Esperance, New York 13066 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 -- Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;
- b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;
- c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 -- Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Schenectady County Clerk's Office in Instrument No. **201956996** and consists of land described as being part of Tax Parcel No. **74.00-2-5** of the Town of **Duanesburg**, County of Schenectady, New York, commonly known as **13590 Duanesburg Road**.

Section 3 -- Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "**Work Request # 225447598**" which sketch is attached hereto as **Exhibit A** and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with **Exhibit A** hereto.

Section 4 -- Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 -- General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the

157156

Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor(s) has/have duly executed this Grant of Easement under seal this 10th day of April, 2020.

Richard B. Murray (L.S.)
Signature of Grantor: Richard B. Murray

State of New York

County of Schenectady

On the 10th day of April in the year 2020, before me, the undersigned, personally appeared Richard B. Murray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ryan N Brewer
Notary Public

Ryan N Brewer
Notary Public - State of New York
Qualified in Montgomery County
01BR6383803
Commission Expires on 11/26/2022

Complete for ALL Grantors: Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

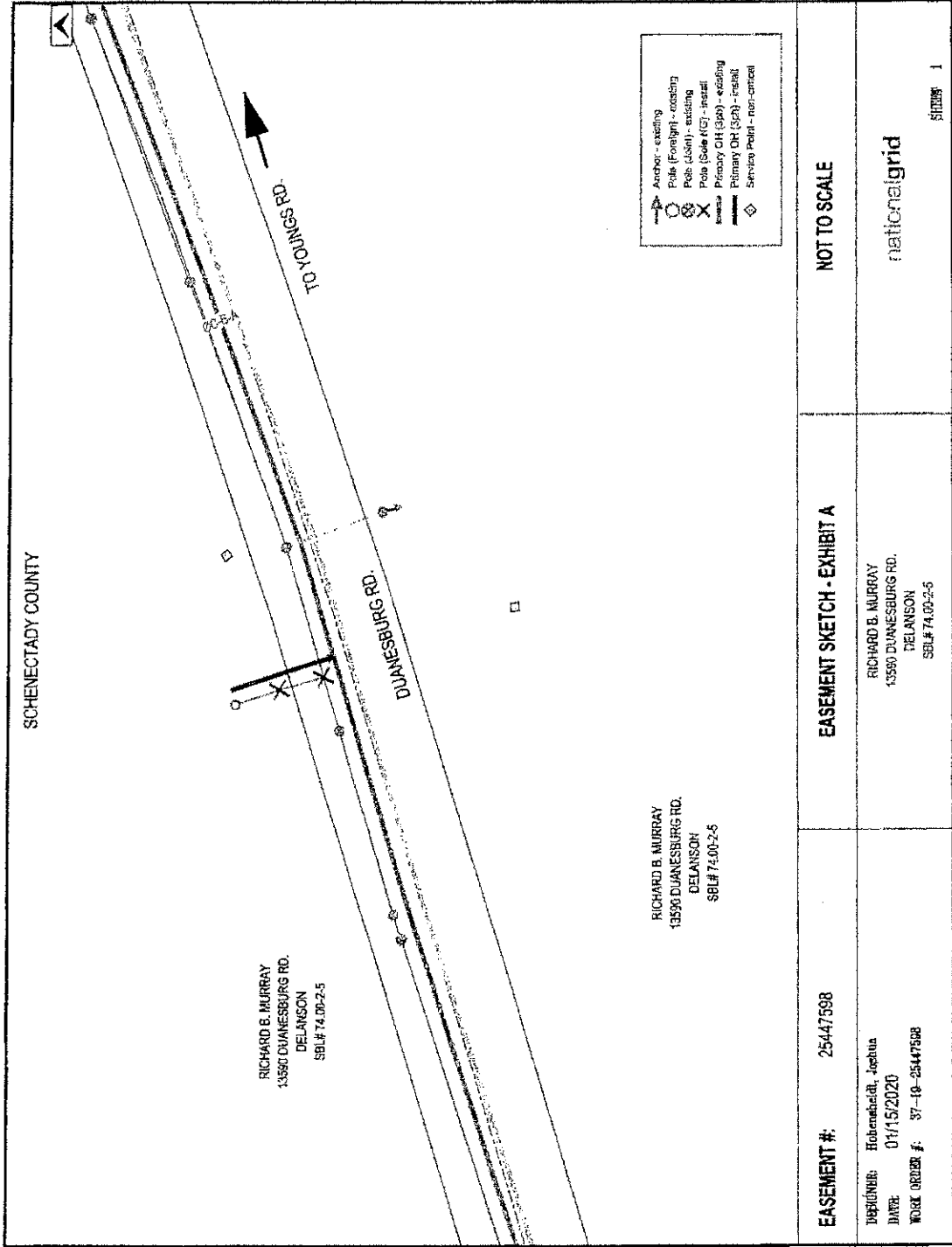
| | | | |
|----------|-------------------|--------------------|--------------------|
| Name(s): | Richard B. Murray | Address: | 1206 Oak Hill Road |
| Company: | - | City/Village/Town: | Esperance |
| Title: | - | State: | NY |
| | | Zip Code: | 12066 |

For County Clerk Only:

PLEASE RECORD & RETURN TO:

National Grid
Attention: Hafina Gajewski
Right of Way & Survey Engineering
1125 Broadway
Albany, NY 12204

WR # 37-19-25447598



| EASEMENT #: | 25447598 | EASEMENT SKETCH - EXHIBIT A | NOT TO SCALE |
|--|---|-----------------------------|--------------|
| DISCUSS: Hobensack, Joshua DATE: 01/15/2020 WORK ORDER #: 37-10-25447598 | RICHARD B. MURRAY 13590 DUNESBURG RD. DELANSON SBL # 74.00-2-5 | nationalgrid SHEET 1 | |

OFFICE OF THE SCHENECTADY COUNTY CLERK



620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Cara M. Ackerley
County Clerk

Carla Saglimbeni
Deputy County Clerks

Instrument Number - 202014688
Recorded On 5/22/2020 At 10:35:23 AM
* Instrument Type - EASEMENT
* Book/Page - DEED/2035/71
* Total Pages - 4
Invoice Number - 1047651 User ID: TMH
* Document Number - 2020-1683
* Grantor - MURRAY RICHARD B

* Grantee - NIAGARA MOHAWK POWER CORP

*RETURN DOCUMENT TO:
NATIONAL GRID
300 ERIE BLVD., WEST
SYRACUSE, NY 13202

* FEES

| | |
|--------------------|---------|
| NY LAND SUR | \$4.75 |
| NY LAND COMP SUR | \$14.25 |
| CO GENERAL REVENUE | \$40.00 |
| CO LAND SUR | \$0.25 |
| CO LAND COMP SUR | \$0.75 |
| TOTAL PAID | \$60.00 |

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

Cara M. Ackerley
Schenectady County Clerk

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INSTRUMENT NUMBER - 202014688

157159

GRANT OF EASEMENT

RICHARD B. MURRAY OF 1206 Oak Hill Road, Esperance, New York 12066 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 - Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 - Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Schenectady County Clerk's Office in Instrument No. 201956996 and consists of land described as being part of Tax Parcel No. 74.00-2-5 of the Town of Duanesburg, County of Schenectady, New York, commonly known as 13590 Duanesburg Road.

Section 3 - Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Work Request # 25398940" which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 - Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 - General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no net will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the

157159

Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

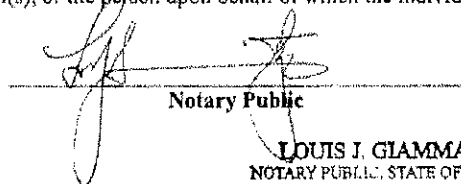
47th IN WITNESS WHEREOF, the Grantor(s) has/have duly executed this Grant of Easement under seal this day of May, 2020.

 (L.S.)
Signature of Grantor: Richard B. Murray

State of New York

County of Schenectady

On the 31st day of May in the year 2020, before me, the undersigned, personally appeared Richard B. Murray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

LOUIS J. GIAMMATTEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01014953244
Qualified in Schenectady County
Commission Expires July 10, 2023

Complete for ALL Grantors: Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

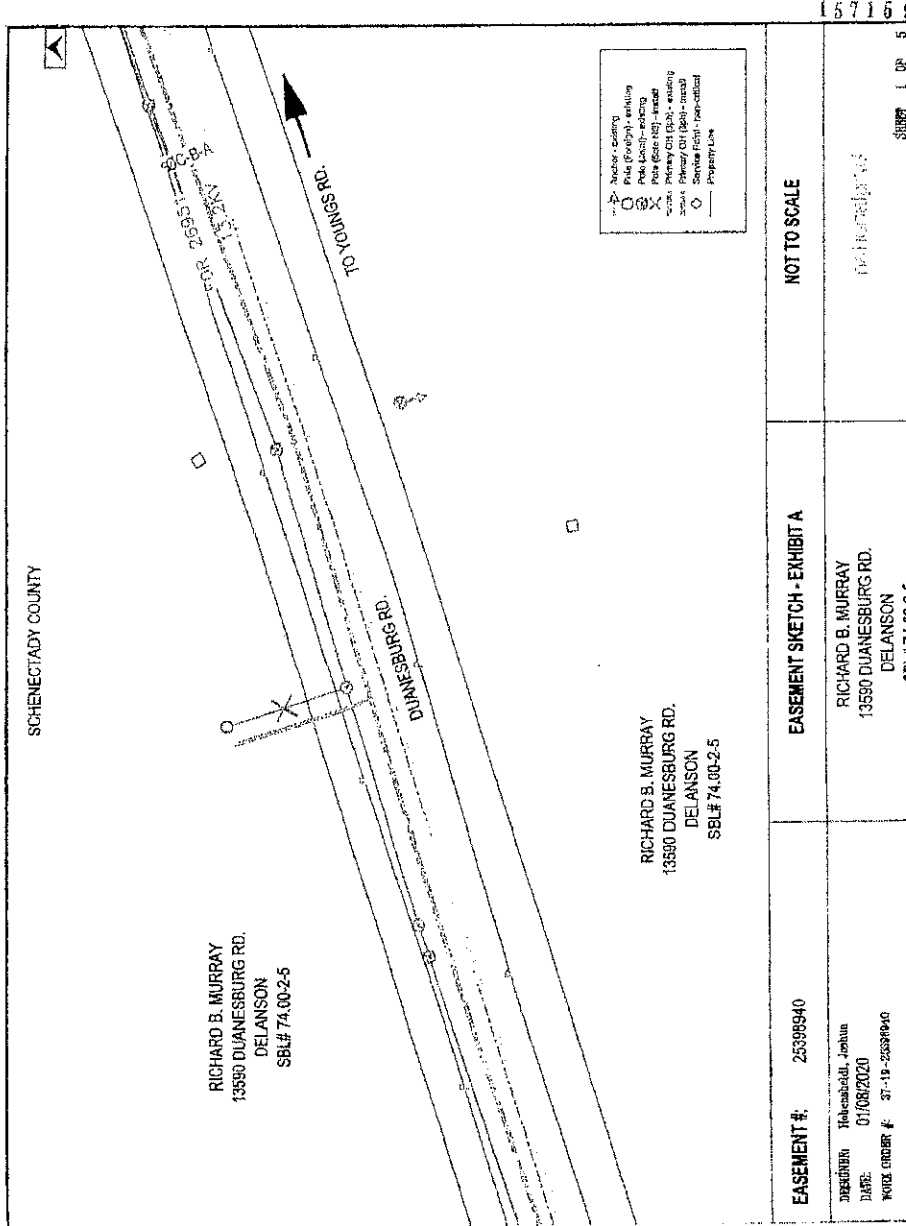
| | | | |
|----------|-------------------|--------------------|--------------------|
| Name(s): | Richard B. Murray | Address: | 1206 Oak Hill Road |
| Company: | - | City/Village/Town: | Esperance |
| Title: | - | State: | NY |
| | | Zip Code: | 12066 |

For County Clerk Only:

PLEASE RECORD & RETURN TO:

National Grid
Attention: Halina Gajowski
Right of Way & Survey Engineering
1125 Broadway
Albany, NY 12204

WR # 37-19-25398940



OFFICE OF THE SCHENECTADY COUNTY CLERK



620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Cara M. Ackerley
County Clerk

Carla Saglimbeni
Deputy County Clerks

Instrument Number - 202014902
Recorded On 5/26/2020 At 12:51:11 PM
* Instrument Type - LEASE
* Book/Page - DEED/2035/240
* Total Pages - 7
Invoice Number - 1047780 User ID: TMH
* Document Number - 2020-1728
* Grantor - MURRAY RICHARD

* Grantee - OAK HILL SOLAR 1 LLC

*RETURN DOCUMENT TO:
COUCH WHITE
540 BROADWAY, 7TH FL
ALBANY, NY 12207
ATTN: PPE

* FEES

| | |
|--------------------|---------|
| NY LAND SUR | \$4.75 |
| NY LAND COMP SUR | \$14.25 |
| CO GENERAL REVENUE | \$61.00 |
| CO LAND SUR | \$0.25 |
| CO LAND COMP SUR | \$0.75 |
| TOTAL PAID | \$81.00 |

TRANSFER TAX

Real Estate Transfer Tax Num - 3459
Transfer Tax Amount - \$ 0.00

I hereby CONFIRM that this document is
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in Schenectady, New York

C. Ackerley
Cara M. Ackerley

Schenectady County Clerk

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INSTRUMENT NUMBER - 202014902

001F0B



Memorandum of Lease
Pursuant to Section 291-c of
The New York Real Property Law

Date of Execution of Lease: January 31, 2020

Name and Address of
Landlord:

RICHARD MURRAY

1206 Oak Hill Road

Esperance, New York 12066 DEED Book 2035 Page 241
Doc No 2020-1728

Name and Address of
Tenant:

OAK HILL SOLAR 1 LLC

c/o AMP Solar Development

1550 Wewatta Street, 4th Floor

Denver, Colorado 80202

Attn: Legal Department

The Lease:

Amended and Restated Land Lease and Solar Easement, dated January 31, 2020, by and between Landlord and Tenant, as the same may be amended from time to time thereafter (the "**Lease**").

Description of Premises:

32.104± acres of that certain land located at 13590 Duanesburg Road in the Town of Duanesburg, Schenectady County, New York, being a portion of Tax Map Number of 74.00-2-5, and as more particularly described on **Exhibit A** attached hereto.

Term of Lease:

The Lease has a term commencing upon the expiration of the Approval Period and expiring twenty five (25) years thereafter. Tenant has the right to extend the term for three (3) successive renewal terms of five (5) years in accordance with the terms and provisions of the Lease.

Record & Return:
Couch White, LLP
Attn.: David Breault
540 Broadway, 7th Floor
Albany, New York 12207


Memorandum of Lease:

This instrument (this "*Memorandum*"), executed in connection with the Lease, is intended to be and is entered into as a memorandum thereof solely for the purpose of recordation and the giving of notice of the tenancy created by the Lease and of the rights and obligations of Landlord and Tenant thereunder and shall not, in any event, be construed to change, vary, modify or interpret the Lease or any of the terms, covenants or conditions thereof, or any part thereof, which are set forth, described or summarized herein and reference is hereby made to the Lease for any and all purposes. If any term or condition of this Memorandum shall conflict with any term or condition of the Lease, the terms and conditions of the Lease shall control. Counterpart originals may be assembled in order to make one complete copy of this Memorandum and all such counterpart originals, when taken together, shall comprise but one and the same instrument. All capitalized terms used in this Memorandum shall have, unless otherwise defined herein, the meanings ascribed to them in the Lease.

[Remainder of page intentionally left blank; Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Memorandum of Lease as of the date last written below.

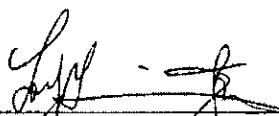
LANDLORD:



RICHARD B. MURRAY
Date: 1-31-2020

STATE OF NEW YORK }
 } ss.:
COUNTY OF Schenectady }

On the 31ST day of January, in the year 2020, before me, the undersigned, personally appeared **RICHARD B. MURRAY**, 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

LOUIS J. GIAMMATTEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4953244
Qualified in Schenectady County
Commission Expires July 10, 2023

OAK HILL SOLAR 1 LLC

Title: _____

Date: _____

STATE OF _____ }
COUNTY OF _____ } ss.:

On the ____ day of January, in the year 2020, 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

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

TENANT:

OAK HILL SOLAR 1 LLC

Nicole NB
By: Nicole LeBlanc
Title: Authorized Signatory
Date: 4/24/2020

STATE OF Colorado }
COUNTY OF Jefferson } ss.:
April

On the 24 day of January, in the year 2020, before me, the undersigned, personally appeared Nicoleleblanc, 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.

MARIAH HUNT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194047825
MY COMMISSION EXPIRES DECEMBER 27, 2023

WJH
Notary Public

Exhibit A

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 2, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Commencing at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 1 to the east and Lot 2 to the west as shown on said map;

Thence from said *Point of Commencement* along said common division line the following four (4) courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 253.78 feet to the **Point of Beginning** of the herein described *lease parcel* of land;

Thence from said *Point of Beginning* through said Lot 2 the following four (4) courses and distances:

- 1) South 83 deg. 12 min. 50 sec. West, 883.00 feet to a point;
- 2) North 05 deg. 06 min. 10 sec. West, 890.50 feet to a point;
- 3) North 03 deg. 06 min. 30 sec. West, 590.66 feet to a point;
- 4) North 83 deg. 12 min. 50 sec. East, 995.00 feet to a point in the aforesaid common division line of Lot 1 to the east and Lot 2 to the west as shown on said map;

Thence along said common division line, South 00 deg. 00 min. 00 sec. West, 1,490.00 feet to the point or place of beginning of said *lease parcel* and containing 32.104± acres of land.



OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Cara M. Ackerley
County Clerk

Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Carla Saglimbeni
Deputy County Clerks

Instrument Number - 202014904
Recorded On 5/26/2020 At 1:05:43 PM
* Instrument Type - EASEMENT
* Book/Page - DEED/2035/251
* Total Pages - 19
Invoice Number - 1047780 User ID: TMH
* Document Number - 2020-1730
* Grantor - MURRAY RICHARD
* Grantee - OAK HILL SOLAR 1 LLC
OAK HILL SOLAR 2 LLC

*RETURN DOCUMENT TO:
COUCH WHITE
540 BROADWAY, 7TH FL
ALBANY, NY 12207
ATTN: PPE

* FEES

| | |
|--------------------|----------|
| NY LAND SUR | \$4.75 |
| NY LAND COMP SUR | \$14.25 |
| CO GENERAL REVENUE | \$120.50 |
| CO LAND SUR | \$0.25 |
| CO LAND COMP SUR | \$0.75 |
| TOTAL PAID | \$140.50 |

TRANSFER TAX

Real Estate Transfer Tax Num - 3461
Transfer Tax Amount - \$ 0.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

C. Ackerley
Cara M. Ackerley
Schenectady County Clerk

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INSTRUMENT NUMBER - 202014904



Record & Return:
Couch White, LLP
Attn.: David Broult
540 Broadway, 7th Floor
Albany, New York 12207

DEED Book 2035 Page 252
Doc No 2020-1730

GRANT OF ACCESS AND UTILITY EASEMENT

THIS GRANT OF ACCESS AND UTILITY EASEMENT (this "*Agreement*") is made as of the last date executed by a Party hereto, but effective January 31, 2020 (the "*Effective Date*"), by and among RICHARD MURRAY, an individual with an address for mailing at 1206 Oak Hill Road, Esperance, New York 12066 (the "*Grantor*"), OAK HILL SOLAR 1 LLC, a New York limited liability company with an address for mailing at c/o AMP Solar Development, 1550 Wewatta Street, 4th Floor, Denver, Colorado 80202, Attn: Legal Department (the "*Grantee*"), and OAK HILL SOLAR 2 LLC, a New York limited liability company with an address for mailing at c/o AMP Solar Development, 1550 Wewatta Street, 4th Floor, Denver, Colorado 80202, Attn: Legal Department (the "*Adjacent Tenant*"). Grantor, Grantee and Adjacent Tenant may be referred to herein individually as a "*Party*" and, collectively, as the "*Parties*".

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the Town of Duaneburg, Schenectady County, New York, as more particularly described on Exhibit A attached hereto and made part hereof (the "*Property*"); and

WHEREAS, Grantee has leased from Grantor a portion of the Property as more particularly described on Exhibit B attached hereto and made a part hereof (the "*Premises*"), pursuant to that certain Amended and Restated Land Lease and Solar Easement by and between Grantor and Grantee, dated as of January 31, 2020 (the "*Lease*"), as evidenced by that certain Memorandum of Lease to be recorded in the Schenectady County Clerk's Office immediately prior to this Agreement; and

WHEREAS, Grantor is the sole owner of certain real property adjoining the Property in the Town of Duaneburg, Schenectady County, New York, as more particularly described on Exhibit C attached hereto and made part hereof (the "*Adjacent Property*"); and

WHEREAS, Grantor has leased to Adjacent Tenant a portion of the Adjacent Property as more particularly described on Exhibit D attached hereto and made a part hereof (the "*Adjacent Premises*"), pursuant to that certain Land Lease and Solar Easement by and between Grantor and Adjacent Tenant, dated as of January 31, 2020 (the "*Adjacent Lease*"), as evidenced by that certain Memorandum of Lease to be recorded in the Schenectady County Clerk's Office prior to this Agreement; and

WHEREAS, in connection with Grantee's ~~development and maintenance~~ of a solar power generation facility (the "*Project*") located on the Premises, Grantee has requested from Grantor and Adjacent Tenant, and Grantor and Adjacent Tenant have agreed to convey to Grantee (or have consented to) certain easements for (a) vehicular and pedestrian access, ingress and egress and (b) utility installation and maintenance rights over, under, and across certain portions of the Property, Adjacent Property and Adjacent Premises, on terms more fully set forth herein.

NOW THEREFORE, for and in consideration of \$10.00 paid in hand, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Access and Utility Easement. Grantor and Adjacent Tenant do hereby grant, convey and warrant to Grantee and its affiliates, successors and assigns, as an appurtenance to the Premises, a non-exclusive easement on, over, under and across a portion of the Property, Adjacent Property and Adjacent Premises, as more particularly described as "Access and Utility Easement" on Exhibit E attached hereto and made a part hereof (the "*Easement Area*") for (a) vehicular and pedestrian access, ingress and egress, which vehicular access shall include trucks and other heavy construction equipment, including, without limitation, the right to install, improve, construct, reconstruct, replace, remove, maintain, operate, and use from time to time in the Easement Area the following (collectively, the "*Access Improvements*"): streets, roads, pavement, gravel and other access improvements, fixtures and facilities for use in connection with said vehicular and pedestrian access, ingress and egress rights, and (b) the installation, improvement, construction, reconstruction, replacement, removal, maintenance, operation, and use from time to time in the Easement Area of the following (collectively, the "*Utility Improvements*", and together with the Access Improvements, collectively, the "*Improvements*"): single system of underground and/or above-ground wires, cables and equipment for the transmission of electrical energy and/or for communication purposes, and all necessary and proper poles, structures, foundations, footings, guy wires, anchors, cross arms and other appliances, fixtures and facilities for use in connection with said wires, cables and equipment (all of the foregoing collectively referred to herein as the "*Easement*"). The Easement shall include the right, without obligation, to maintain, repair, and replace any existing road improvements and the Improvements within the Easement Area as may be reasonably necessary to exercise the rights granted hereunder.

2. Reserved.

3. Construction Activities. Grantor and Adjacent Tenant grant to Grantee a temporary easement on, over, along and under the Property, Adjacent Property and Adjacent Premises to (i) construct and install the Improvements and any other improvements contemplated hereunder; and (ii) to store material and equipment during such construction (the "*Temporary Construction Easement*"). Grantee shall also have the right to cut or take down any portion of any fence or other above ground structures or vegetation as reasonably necessary to erect, construct, reconstruct, replace, remove, maintain, operate and use the Improvements. Upon completion of construction, Grantee shall restore any areas of the Property, Adjacent Property and/or Adjacent Premises outside the Easement Area that were disturbed by Grantee, as nearly as is commercially practicable, to the same condition it was in prior to the commencement of construction. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property, Adjacent Property and/or Adjacent Premises lying outside of the Easement Area during construction. Grantee shall notify Grantor and Adjacent Tenant of the commencement and completion of any construction.

4. Term and Termination. The term of this Agreement (the "*Easement Term*") shall commence on the Effective Date and continue for so long as the Grantee, its successors or assigns, continue to utilize the Premises in connection with the operation of a solar energy generating array, or otherwise, including, but not limited to, the decommissioning and removal of the array. Upon

the expiration or earlier termination of this Agreement, Grantee shall, at Grantor's request, file a notice of termination in the real property records of the county in which the Property, Adjacent Property and Adjacent Premises is located, and restore the surface of the Easement Area, as nearly as is commercially practicable, to the same condition it was in prior to the commencement of construction. At the termination of this Agreement, and extending for a reasonable time thereafter, Grantee shall have the right to remove from the Property, Adjacent Property and Adjacent Premises the Improvements or other property and to use the Easement Area for removal of the solar plant from the Premises.

5. Assignment. Grantee may sell, convey, lease or assign this Agreement and its rights granted herein, in whole or in part, or grant subleases, sub-easements, co-easements, separate leases, easements, license or similar rights with respect to the Easement Area and this Agreement (collectively, "Assignment"), without the consent of either Grantor or Adjacent Tenant. Any such Assignment by Grantee of all of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. This Agreement shall run with the land, burdening the Property, Adjacent Property and Adjacent Premises and benefiting the Premises. This Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

6. Costs. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Improvements shall be borne by Grantee, but for any caused by the negligence or willful misconduct of Grantor or Adjacent Tenant.

7. Interference.

a. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property and/or Adjacent Property which would interfere with the use, operation and maintenance of the Easement and/or the Improvements. Grantor shall not excavate within fifty (50) feet of any portion of the Improvements under the surface or undertake or permit any action near or underneath the Improvements that undermines or otherwise adversely affects their stability, operation and usability. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area which interfere with the Improvements. Grantor shall retain the right to practice normal and customary agriculture and residential uses of the Property and/or Adjacent Property, so long as the activities do not undermine or adversely affect Grantee's rights under this Agreement.

b. With respect to the Adjacent Lease, Adjacent Tenant shall not construct or place any buildings, structures, plants, or other obstructions in the Adjacent Premises which would interfere with the use, operation and maintenance of the Easement and/or the Improvements. Grantee shall have the right, without compensation to Adjacent Tenant, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area which interfere with the Improvements.

8. Indemnity and Insurance.

a. During the Easement Term, Grantee shall, at all times, save and hold harmless and indemnify Grantor and Adjacent Tenant, their officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage outside the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees. Grantor and Adjacent Tenant shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the negligence or willful misconduct of Grantor and/or Adjacent Tenant, their officers, partners, agents, contractors and employees.

b. At all times during the term of this Agreement, Grantee shall obtain, maintain and keep in full force and effect, commercial general liability insurance covering the exercise of Grantee's rights hereunder with a limit of at least \$1,000,000 for each occurrence.

9. Financing.

a. Grantee may in its sole discretion, without Grantor's consent, collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any third party (including any trustee or agent on behalf of such institution) providing debt, equity or other financing (including, but not limited to, tax equity or sale-leaseback or similar financing) to or for the benefit of Grantee, directly or indirectly, whether secured or unsecured (and if secured, whether via a mortgage, deed of trust, deed to secure debt, collateral assignment, security instrument or otherwise (each, a "**Mortgage**")) (any such third party, individually, a "**Financing Party**" or collectively, "**Financing Parties**"). Each Financing Party who provides notice to Grantor of its Mortgage shall be referred to as "**Mortgagee**". This Agreement shall not be modified, and Grantor shall not accept a surrender of the Easement Area or a termination or release of this Agreement, without the prior consent of all Financing Parties.

b. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Financing Party who has been identified in writing to the Grantor, at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Each Financing Party shall have the right (but not the obligation) to cure any default as Grantee, and/or the right (but not the obligation) to remove any Improvements or other property owned by Grantee or such Financing Party located on the Property to the same extent as Grantee. The cure period for any Financing Party shall be the later of (i) sixty (60) days after such Financing Party's receipt of the default notice; or (ii) if applicable, the extended cure period provided for in Section 9(c) below. Failure by Grantor to give a Financing Party notice of default shall not diminish Grantor's rights against Grantee, but shall preserve all rights of the Financing Party to cure any default and

to remove any Improvements or other property of Grantee or the Financing Party located on the Property. Grantor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Financing Party from the Easement for the purpose of inspecting the Premises, the Improvements, and the Easement.

c. If any default by Grantee under this Agreement cannot be cured without the Financing Party obtaining possession of all or part of Grantee's interest in this Agreement, the Easement Area, or the Improvements (collectively, "*Grantee Property*"), then any such default shall be deemed remedied if a Financing Party: (i) within sixty (60) days after receiving notice from Grantor as set forth in Section 9(b) above, acquires possession of all or part of the Easement Area, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Easement Area performs all other obligations as and when the same are due in accordance with the terms of this Agreement; provided, however, any such Financing Party shall not be required to cure those non-monetary defaults, if any, which are not reasonably susceptible of being cured or performed by such Financing Party, including, without limitation, any bankruptcy or insolvency of Grantee ("*Non-Curable Defaults*"). If a Financing Party is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition. Non-Curable Defaults shall be deemed waived by Grantor upon completion of such proceedings described above or acquisition, directly or indirectly, of Grantee's interest in this Agreement by a Financing Party.

d. Each Mortgagee shall have the right, in its sole discretion, without Grantor's consent: (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Easement and Improvements by any lawful means; (iii) to take possession of and operate all or any portion of the Easement and Improvements and to perform all obligations to be performed by Grantee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Easement and Improvements by foreclosure or by an assignment in lieu of foreclosure and thereafter, without Grantor's consent, to assign or transfer all or any portion of the Easement and Improvements to a third party. Any Mortgagee or other party who acquires Grantee's interest in the Easement and Improvements pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Grantee by this Agreement which are incurred or accruing after such Mortgagee or other party no longer has ownership or possession of the Grantee Property. However, while any Mortgagee or other party has ownership or possession of the Easement and Improvements, said party shall be liable to perform the obligations imposed on Grantee by this Agreement.

e. If this Agreement is terminated, rejected or disaffirmed as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for either Grantor or Grantee, Grantor shall give prompt notice to the Financing Parties. Grantor shall, upon written request from a Financing Party made within forty (40) days after notice to such Financing Party, enter into a new easement agreement with such Financing Party, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination or rejection of this

Agreement, and shall be for a term equal to the remainder of the term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Financing Party shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee (other than Non-Curable Defaults) to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement. From the effective date of the termination or rejection of this Agreement, to the date of execution and delivery of the new easement agreement, the applicable Financing Party or its designee may use and enjoy the Easement without hindrance by Grantor or any party claiming by, through, or under Grantor, provided that all conditions for a new easement agreement, as set forth herein, are complied with. If more than one Financing Party makes a request for a new easement agreement, then unless all such Financing Parties shall otherwise direct in writing, the new easement agreement shall be delivered to the Mortgagee with a security interest in the Agreement which is prior in lien (or, if no such Mortgagee has a security interest in the Agreement, the new easement agreement shall be delivered to the Financing Party whose contact information was sent to Grantor earliest in time. This Section 9(e) shall survive any expiration, termination, rejection, or disaffirmance of the Agreement.

f. Grantor shall execute estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Grantor's knowledge, if such be the case), consents to assignment and/or non-disturbance agreements as Grantee or any Financing Party may reasonably request from time to time. Grantor and Grantee shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by any Financing Party.

10. Notices. All notices, requests and communications ("**Notice**") under this Agreement shall be given in writing by first class certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, to the individuals and addresses indicated below:

If to Grantor: **Richard Murray**
1206 Oak Hill Road
Esperance, New York 12066

If to Grantee: **Oak Hill Solar 1 LLC**
c/o AMP Solar Development
1550 Wewatta Street, 4th Floor
Denver, Colorado 80202
Attn: Legal Department

If to Adjacent Tenant: **Oak Hill Solar 2 LLC**
c/o AMP Solar Development
1550 Wewatta Street, 4th Floor
Denver, Colorado 80202
Attn: Legal Department

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is deposited in the United States postal service, or if sent via nationally recognized overnight courier, on the day on which receipt is confirmed by such courier. Any Party may, by proper written notice hereunder to the other Party, change the individual address to which such Notice shall thereafter be sent.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement, when executed, approved and delivered, together with all Exhibits attached hereto, shall constitute the entire agreement between the Parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the Parties hereto. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. In the event of any inaccuracy or insufficiency in the description of the Easement Area herein, or in the description of the Parties in whom title to the Property, Adjacent Property and Adjacent Lease is vested, the Parties shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of the Parties. The Parties agree that this Agreement shall be recorded in the Office of the Schenectady County Clerk. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts and transmitted electronically, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[Signature Pages Follow]

GRANTOR SEPARATE SIGNATURE PAGE TO
GRANT OF ACCESS AND UTILITY EASEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal
the day and year first above written.

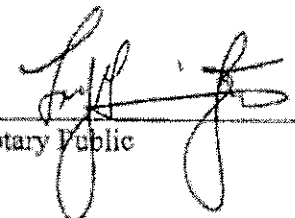
GRANTOR:


RICHARD B. MURRAY

Date: 1-31-2020

STATE OF NEW YORK }
 } ss.:
COUNTY OF Schenectady }

On the 31st day of January, in the year 2020, before me, the undersigned, personally
appeared **RICHARD B. MURRAY**, 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

LOUIS J. GIAMMATTEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01614953244
Qualified in Schenectady County
Commission Expires July 10, 2023

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is deposited in the United States postal service, or if sent via nationally recognized overnight courier, on the day on which receipt is confirmed by such courier. Any Party may, by proper written notice hereunder to the other Party, change the individual address to which such Notice shall thereafter be sent.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement, when executed, approved and delivered, together with all Exhibits attached hereto, shall constitute the entire agreement between the Parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the Parties hereto. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. In the event of any inaccuracy or insufficiency in the description of the Easement Area herein, or in the description of the Parties in whom title to the Property, Adjacent Property and Adjacent Lease is vested, the Parties shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of the Parties. The Parties agree that this Agreement shall be recorded in the Office of the Madison County Clerk. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts and transmitted electronically, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

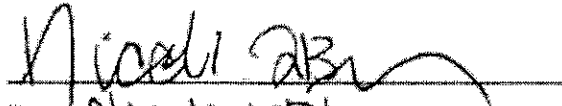
[Signature Pages Follow]

GRANTEE SEPARATE SIGNATURE PAGE TO
GRANT OF ACCESS AND UTILITY EASEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal the day and year first above written.

GRANTEE:

OAK HILL SOLAR 1 LLC



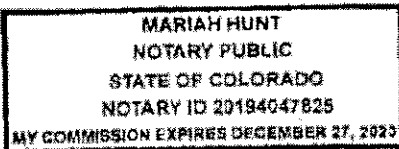
By: Nicole LeBlanc

Title: Authorized Signatory

Date: 5/18/2020

STATE OF Colorado)
) ss.:
COUNTY OF Jefferson)

On the 18 day of May, in the year 2020, before me, the undersigned, personally appeared Nicole LeBlanc, 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

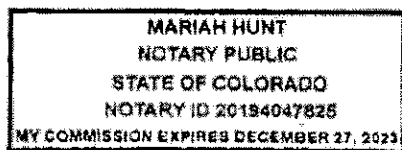
IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal
the day and year first above written.

OAK HILL SOLAR 2 LLC

By: Nicole LeBlanc
Title: Authorized Signatory
Date: 5/18/2020

STATE OF Colorado }
COUNTY OF Jefferson } ss.:

On the 18 day of MAY, in the year 2020, before me, the undersigned, personally appeared Nicole LeBlanc, 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

Exhibit A

Property

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duaneburg, County of Schenectady, State of New York lying along the northerly and southerly lines of Duaneburg Road, NYS Route 7 (State Highway No. 1029) and identified as Lot 2 as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Cabinet "P" as Map No. 39, and being further bounded and described as follows:

Lot 2 - North side of Duaneburg Road, NYS Route 7 (State Highway No. 1029):

Beginning at a point marked with a capped iron rod found at the point of intersection of the northerly line of Duaneburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of lands now or formerly of Matthew D. Ganster and Rose Ganster as conveyed in Book 1886 of Deeds at Page 331 (Parcel One) to the west and Lot 2 to the east as shown on said map;

Thence from said *Point of Beginning* and along said common division line the following two (2) courses and distances:

- 1) North 07 deg. 22 min. 10 sec. West, 954.30 feet to a point marked with a capped iron rod found;
- 2) South 83 deg. 07 min. 50 sec. West, 1,255.38 feet to a capped iron rod found at the point of intersection of said common division line with the easterly line of Lot 25 (Filed Map Cabinet "H" as Map No. 355 & 356);

Thence along the common division line of said Lot 25 and Lot Nos. 24 and 23 (Filed Map Cabinet "H" as Map No. 355 & 356) to the west and said Lot 2 to the east the following three (3) courses and distances:

- 1) North 03 deg. 53 min. 15 sec. West, 394.00 feet to a point;
- 2) North 05 deg. 43 min. 30 sec. West, 384.42 feet to a point;
- 3) North 07 deg. 10 min. 45 sec. West, 507.63 feet to a point marked with a capped iron rod found at the point of intersection of said common division line with the southerly line of lands now or formerly of Richard B. Murray and Helen E. Murray as conveyed in Book 1063 of Deeds at Page 374;

Thence along the common division line of said lands of Murray to the west and north and said Lot 2 to the east and south the following two (2) courses and distances:

- 1) North 07 deg. 16 min. 00 sec. West, 820.68 feet to a point;
- 2) North 83 deg. 12 min. 50 sec. East, 1,254.66 feet to the point of intersection of said common division line with the westerly line of said Lot 1 as shown on said map;

Thence along the common division line of said Lot 1 to the east and north and said Lot 2 to the west and south the following four (4) courses and distances:

- 1) South 00 deg. 00 min. 00 sec. West, 1,844.49 feet to a point;
- 2) North 83 deg. 07 min. 50 sec. East, 399.88 feet to a point;

- 3) South 07 deg. 06 min. 20 sec. East, 137.50 feet to a point;
- 4) South 22 deg. 01 min. 20 sec. East, 1,048.32 feet to a point in the northerly line of said Duaneburg Road;

Thence along said northerly line of Duaneburg Road, South 73 deg. 36 min. 40 sec. West, 471.00 feet to the point or place of beginning and containing 64.554± acres of land;

Lot 2 – South side of Duaneburg Road, NYS Route 7 (State Highway No. 1029):

Beginning at a capped iron rod found at the point of intersection of the southerly line of Duaneburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of lands now or formerly of Matthew D. Ganster and Rose Ganster as conveyed in Book 1886 of Deeds at Page 331 (Parcel Two) to the west and Lot 2 to the east, said point located, South 09 deg. 01 min. 10 sec. East, 66.47 feet from the Point of Beginning of the above described parcel of land lying along the northerly line of Duaneburg Road;

Thence from said *Point of Beginning* along said southerly line of Duaneburg Road, North 73 deg. 36 min. 40 sec. East, 482.77 feet to the point of intersection of said southerly line with the common division line of Lot 1 to the east and said Lot 2 to the west as shown on said map;

Thence along said common division line, South 22 deg. 01 min. 20 sec. East, 527.34 feet to the point of intersection of said common division line with the northerly line of lands now or formerly of Taylor, Et al. as conveyed in Book 1365 of Deeds at Page 267;

Thence along the common division line of said lands of Taylor, Et al. to the south and said Lot 2 to the north, South 79 deg. 59 min. 50 sec. West, 544.97 feet to a point being the southwesterly corner of said Lot 2;

Thence along the common division line of said lands of Taylor, Et al. and the aforesaid lands of Ganster to the west and said Lot 2 to the east, North 15 deg. 31 min. 00 sec. West, 464.25 feet to the point or place of beginning and containing 5.799± acres of land.

The above described *parcels* containing a total area of 70.353± acres of land.

Exhibit B

Premises

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 2, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Commencing at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 1 to the east and Lot 2 to the west as shown on said map;

Thence from said *Point of Commencement* along said common division line the following four (4) courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 253.78 feet to the **Point of Beginning** of the herein described *lease parcel* of land;

Thence from said *Point of Beginning* through said Lot 2 the following four (4) courses and distances:

- 1) South 83 deg. 12 min. 50 sec. West, 883.00 feet to a point;
- 2) North 05 deg. 06 min. 10 sec. West, 890.50 feet to a point;
- 3) North 03 deg. 06 min. 30 sec. West, 590.66 feet to a point;
- 4) North 83 deg. 12 min. 50 sec. East, 995.00 feet to a point in the aforesaid common division line of Lot 1 to the east and Lot 2 to the west as shown on said map;

Thence along said common division line, South 00 deg. 00 min. 00 sec. West, 1,490.00 feet to the point or place of beginning of said *lease parcel* and containing 32.104± acres of land.

Exhibit C

Adjacent Property

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly and southerly lines of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and identified as **Lot 1** as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Cabinet "P" as Map No. 39, and being further bounded and described as follows:

Lot 1 – North side of Duanesburg Road, NYS Route 7 (State Highway No. 1029):

Beginning at a point marked with a capped iron rod found at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of lands now or formerly of Leila A. Otis and Lee S. Otis as conveyed in Book 1733 of Deeds at Page 274 to the east and Lot 1 to the west as shown on said map;

Thence from said *Point of Beginning* along said northerly line of Duanesburg Road the following five (5) courses and distances:

- 1) South 70 deg. 40 min. 40 sec. West, 154.53 feet to a point;
- 2) South 70 deg. 54 min. 40 sec. West, 100.00 feet to a point;
- 3) South 71 deg. 29 min. 40 sec. West, 100.00 feet to a point;
- 4) South 72 deg. 27 min. 40 sec. West, 100.00 feet to a point;
- 5) South 72 deg. 57 min. 40 sec. West, 100.00 feet to the point of intersection of said northerly line of Duanesburg Road with the common division line of Lot 2 to the west and said Lot 1 to the east as shown on said map;

Thence along said common division line the following four (4) courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 1,844.49 feet to the point of intersection of said common division line with the southerly line of lands now or formerly of Richard B. Murray and Helen E. Murray as conveyed in Book 1063 of Deeds at Page 374;

Thence along the common division line of said lands of Murray to the north and said Lot 1 to the south, North 83 deg. 12 min. 50 sec. East, 1,012.75 feet to the point of intersection of said common division line with the westerly line of lands now or formerly of Susan Liss Biggs as conveyed in Book 1959 of Deeds at Page 147;

Thence along the common division line of said lands of Biggs, lands now or formerly of Susan Liss Biggs as conveyed in Book 1959 of Deeds at Page 151 and said lands of Otis to the east and said Lot 1 to the west as shown on said map the following two (2) courses and distances:

- 1) South 06 deg. 20 min. 20 sec. East, 2,120.22 feet to a point;

2) South 07 deg. 10 min. 30 sec. East, 748.17 feet to the point or place of beginning and containing 64.511± acres of land.

Lot 1 – South side of Duaneburg Road, NYS Route 7 (State Highway No. 1029):

Beginning at the point of intersection of the southerly line of Duaneburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of lands now or formerly of Lee S. Otis and Leila M. Otis as conveyed in Book 1976 of Deeds at Page 107 to the east and Lot 1 to the west, said point located, South 07 deg. 10 min. 30 sec. East, 67.50 feet from the Point of Beginning of the above described parcel of land lying along the northerly line of Duaneburg Road;

Thence from said *Point of Beginning* along said common division line, South 06 deg. 13 min. 40 sec. East, 595.79 feet to the point of intersection of said common division line with the northerly line of lands now or formerly of Taylor, Et al. as conveyed in Book 1365 of Deeds at Page 267;

Thence along the common division line of said lands of Taylor, Et al. to the south and said Lot 1 to the north, South 79 deg. 59 min. 50 sec. West, 385.63 feet to the point of intersection of said common division line with the easterly line of Lot 2 as shown on said map;

Thence along the common division line of said Lot 2 to the west and said Lot 1 to the east, North 22 deg. 01 min. 20 sec. West, 527.34 feet to the point of intersection of said common division line with the southerly line of said Duaneburg Road;

Thence along said southerly line of Duaneburg Road the following five (5) courses and distances:

- 1) North 72 deg. 57 min. 40 sec. East, 100.00 feet to a point;
- 2) North 72 deg. 27 min. 40 sec. East, 100.00 feet to a point;
- 3) North 71 deg. 29 min. 40 sec. East, 100.00 feet to a point;
- 4) North 70 deg. 54 min. 40 sec. East, 100.00 feet to a point;
- 5) North 70 deg. 39 min. 40 sec. East, 140.48 feet to the point or place of beginning and containing 5.867± acres of land;

The above described *parcels* containing a total area of 70.378± acres of land.

Exhibit E

DEED Book 2035 Page 269
Doc No 2020-1730

Easement Area

ALL THAT CERTAIN 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/ EGRESS AND REGRESS, EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and being within Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Cabinet "P" as Map No. 39, and being further bounded and described as follows:

Beginning at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 2 to the west and Lot 1 to the east as shown on said map;

Thence from said *Point of Beginning* and along said common division line, North 22 deg. 01 min. 20 sec. West, 893.68 feet to a point;

Thence through said Lot 1 the following seven (7) courses and distances:

- 1) North 14 deg. 45 min. 20 sec. East, 195.87 feet to a point;
- 2) North 10 deg. 43 min. 40 sec. West, 251.17 feet to a point;
- 3) North 16 deg. 30 min. 10 sec. West, 554.76 feet to a point;
- 4) North 04 deg. 08 min. 40 sec. West, 125.00 feet to a point;
- 5) North 39 deg. 45 min. 00 sec. East, 65.00 feet to a point;
- 6) North 15 deg. 04 min. 40 sec. West, 237.63 feet to a point;
- 7) South 83 deg. 20 min. 00 sec. West, 290.23 feet to a point in said common division line of Lot 2 to the west and Lot 1 to the east

Thence along said common division line, North 00 deg. 00 min. 00 sec. East, 50.34 feet to a point;

Thence through said Lot 1 the following eight (8) courses and distances:

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;
- 7) South 22 deg. 01 min. 20 sec. East, 88.42 feet to a point in said northerly line of Duanesburg Road;

Thence along said northerly line of said Duanesburg Road, South 72 deg. 57 min. 40 sec. West, 50.19 feet to the point or place of beginning of said *easement* and containing 3.046± acres of land.

Exhibit D

Adjacent Premises

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Commencing at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 2 to the west and Lot 1 to the east as shown on said map;

Thence from said *Point of Commencement* along said common division line the following four (4) courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 225.78 feet to the **Point of Beginning** of the herein described *lease parcel* of land;

Thence from said *Point of Beginning* continuing along said common division line, North 00 deg. 00 min. 00 sec. East, 1,518.00 feet to the point;

Thence through said Lot 1 the following four (4) courses and distances:

- 1) North 83 deg. 12 min. 50 sec. East, 908.00 feet to a point;
- 2) South 05 deg. 58 min. 10 sec. East, 1,476.00 feet to a point;
- 3) South 83 deg. 43 min. 10 sec. West, 724.00 feet to a point;
- 4) South 83 deg. 12 min. 50 sec. West, 343.00 feet to the point or place of beginning of said *lease parcel* and containing 33.891± acres of land.

Exhibit E

DEED Book 2035 Page 269
Doc No 2020-1730

Easement Area

ALL THAT CERTAIN 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/ EGRESS AND REGRESS, EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and being within Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Cabinet "P" as Map No. 39, and being further bounded and described as follows:

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Thence from said *Point of Beginning* and along said common division line, North 22 deg. 01 min. 20 sec. West, 893.68 feet to a point;

Thence through said Lot 1 the following seven (7) courses and distances:

- 1) North 14 deg. 45 min. 20 sec. East, 195.87 feet to a point;
- 2) North 10 deg. 43 min. 40 sec. West, 251.17 feet to a point;
- 3) North 16 deg. 30 min. 10 sec. West, 554.76 feet to a point;
- 4) North 04 deg. 08 min. 40 sec. West, 125.00 feet to a point;
- 5) North 39 deg. 45 min. 00 sec. East, 65.00 feet to a point;
- 6) North 15 deg. 04 min. 40 sec. West, 237.63 feet to a point;
- 7) South 83 deg. 20 min. 00 sec. West, 290.23 feet to a point in said common division line of Lot 2 to the west and Lot 1 to the east

Thence along said common division line, North 00 deg. 00 min. 00 sec. East, 50.34 feet to a point;

Thence through said Lot 1 the following eight (8) courses and distances:

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;
- 7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;
- 8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

Thence along said northerly line of said Duanesburg Road, South 72 deg. 57 min. 40 sec. West, 50.19 feet to the point or place of beginning of said *easement* and containing 3.046± acres of land.



OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Carla Saglimbeni
Deputy County Clerks

Cara M. Ackerley
County Clerk

Instrument Number - 202014908
Recorded On 5/26/2020 At 1:23:23 PM
* Instrument Type - LEASE
* Book/Page - DEED/2035/274
* Total Pages - 7
Invoice Number - 1047783 User ID: TMH
* Document Number - 2020-1732
* Grantor - MURRAY RICHARD

* Grantee - OAK HILL SOLAR 2 LLC

*RETURN DOCUMENT TO:

COUCH WHITE
540 BROADWAY, 7TH FL
ALBANY, NY 12207
ATTN: PPE

* FEES

| | |
|--------------------|---------|
| NY LAND SUR | \$4.75 |
| NY LAND COMP SUR | \$14.25 |
| CO GENERAL REVENUE | \$60.50 |
| CO LAND SUR | \$0.25 |
| CO LAND COMP SUR | \$0.75 |
| TOTAL PAID | \$80.50 |

TRANSFER TAX

Real Estate Transfer Tax Num - 3463
Transfer Tax Amount - \$ 0.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

C. Ackerley

Cara M. Ackerley
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 202014908

001F0H



Memorandum of Lease
Pursuant to Section 291-c of
The New York Real Property Law

Date of Execution of Lease: January 31, 2020

Name and Address of
Landlord: **RICHARD MURRAY**
1206 Oak Hill Road
Esperance, New York 12066

Name and Address of
Tenant: **OAK HILL SOLAR 2 LLC**
c/o AMP Solar Development
1550 Wewatta Street, 4th Floor
Denver, Colorado 80202
Attn: Legal Department

DEED Book 2035 Page 275
Doc No 2020-1732

The Lease: Land Lease and Solar Easement, dated January 31, 2020, by and between Landlord and Tenant, as the same may be amended from time to time thereafter (the "**Lease**").

Description of Premises: 33.891± acres of that certain land located at 13590 Duanesburg Road in the Town of Duanesburg, Schenectady County, New York, being a portion of Tax Map Number of 74.00-2-5, and as more particularly described on **Exhibit A** attached hereto.

Term of Lease: The Lease has a term commencing upon the expiration of the Approval Period and expiring twenty five (25) years thereafter. Tenant has the right to extend the term for three (3) successive renewal terms of five (5) years in accordance with the terms and provisions of the Lease.

Record & Return:
Couch White, LLP
Attn.: David Breault
540 Broadway, 7th Floor
Albany, New York 12207

Memorandum of Lease:

This instrument (this "*Memorandum*"), executed in connection with the Lease, is intended to be and is entered into as a memorandum thereof solely for the purpose of recordation and the giving of notice of the tenancy created by the Lease and of the rights and obligations of Landlord and Tenant thereunder and shall not, in any event, be construed to change, vary, modify or interpret the Lease or any of the terms, covenants or conditions thereof, or any part thereof, which are set forth, described or summarized herein and reference is hereby made to the Lease for any and all purposes. If any term or condition of this Memorandum shall conflict with any term or condition of the Lease, the terms and conditions of the Lease shall control. Counterpart originals may be assembled in order to make one complete copy of this Memorandum and all such counterpart originals, when taken together, shall comprise but one and the same instrument. All capitalized terms used in this Memorandum shall have, unless otherwise defined herein, the meanings ascribed to them in the Lease.

[Remainder of page intentionally left blank; Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Memorandum of Lease as of the date last written below.

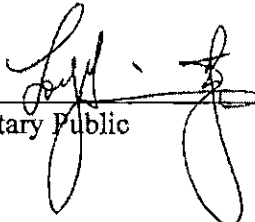
LANDLORD:


RICHARD B. MURRAY

Date: 1-31-2020

STATE OF NEW YORK }
 } ss.:
COUNTY OF Schenectady }

On the 31st day of January, in the year 2020, before me, the undersigned, personally appeared **RICHARD B. MURRAY**, 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

LOUIS J. GIAMMATTEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4953244
Qualified in Schenectady County
Commission Expires July 10, 2023

OAK HILL SOLAR 2 LLC

By: _____
Title: _____
Date: _____

STATE OF _____ }
COUNTY OF _____ } ss.:

On the ____ day of January, in the year 2020, 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

[illegible]

Exhibit A

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Commencing at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 2 to the west and Lot 1 to the east as shown on said map;

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- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 225.78 feet to the **Point of Beginning** of the herein described *lease parcel* of land;

Thence from said *Point of Beginning* continuing along said common division line, North 00 deg. 00 min. 00 sec. East, 1,518.00 feet to the point;

Thence through said Lot 1 the following four (4) courses and distances:

- 1) North 83 deg. 12 min. 50 sec. East, 908.00 feet to a point;
- 2) South 05 deg. 58 min. 10 sec. East, 1,476.00 feet to a point;
- 3) South 83 deg. 43 min. 10 sec. West, 724.00 feet to a point;
- 4) South 83 deg. 12 min. 50 sec. West, 343.00 feet to the point or place of beginning of said *lease parcel* and containing 33.891± acres of land.



OFFICE OF THE SCHENECTADY COUNTY CLERK

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Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Cara M. Ackerley
County Clerk

Carla Saglimbeni
Deputy County Clerks

Instrument Number - 202014909
Recorded On 5/26/2020 At 1:24:27 PM
* Instrument Type - EASEMENT
* Book/Page - DEED/2035/281
* Total Pages - 14
Invoice Number - 1047783 User ID: TMH
* Document Number - 2020-1733
* Grantor - MURRAY RICHARD

* Grantee - OAK HILL SOLAR 2 LLC

*RETURN DOCUMENT TO:
COUCH WHITE
540 BROADWAY, 7TH FL
ALBANY, NY 12207
ATTN: PPE

* FEES

| | |
|--------------------|----------|
| NY LAND SUR | \$4.75 |
| NY LAND COMP SUR | \$14.25 |
| CO GENERAL REVENUE | \$95.00 |
| CO LAND SUR | \$0.25 |
| CO LAND COMP SUR | \$0.75 |
| TOTAL PAID | \$115.00 |

TRANSFER TAX

Real Estate Transfer Tax Num - 3464
Transfer Tax Amount - \$ 0.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

C. Ackerley
Cara M. Ackerley

Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 202014909

001F01



Record & Return:
Couch White, LLP
Attn.: David Breault
540 Broadway, 7th Floor
Albany, New York 12207

DEED Book 2035 Page 282
Doc No 2020-1733

GRANT OF ACCESS AND UTILITY EASEMENT

THIS GRANT OF ACCESS AND UTILITY EASEMENT (this "**Agreement**") is made as of the last date executed by a Party hereto (the "**Effective Date**"), by and between **RICHARD B. MURRAY**, an individual with an address for mailing at 1206 Oak Hill Road, Esperance, New York 12066 (the "**Grantor**"), and **OAK HILL SOLAR 2 LLC**, a New York limited liability company with an address for mailing at c/o AMP Solar Development, 1550 Wewatta Street, 4th Floor, Denver, Colorado 80202, Attn: Legal Department (the "**Grantee**"). Grantor and Grantee may be referred to herein individually as a "**Party**" and, collectively, as the "**Parties**".

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the Town of Duanesburg, Schenectady County, New York, as more particularly described on **Exhibit A** attached hereto and made part hereof (the "**Property**"); and

WHEREAS, Grantee has leased from Grantor a portion of the Property as more particularly described on **Exhibit B** attached hereto and made a part hereof (the "**Premises**"), pursuant to that certain Land Lease and Solar Easement entered into by and between the Parties, dated January 31, 2020 (the "**Lease**"), as evidenced by that certain Memorandum of Lease to be recorded in the Schenectady County Clerk's Office immediately prior to this Agreement, and all amendments and/or restatements thereto; and

WHEREAS, in connection with Grantee's development and maintenance of a solar power generation facility (the "**Project**") located on the Premises, Grantee has requested from Grantor, and Grantor has agreed to convey to Grantee, certain easements for (a) vehicular and pedestrian access, ingress and egress and (b) utility installation and maintenance rights over, under, and across certain portions of the Property, on terms more fully set forth herein.

NOW THEREFORE, for and in consideration of \$10.00 paid in hand, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Access and Utility Easement.** Grantor hereby grants, conveys and warrants to Grantee and its affiliates, successors and assigns, as an appurtenance to the Premises, a non-exclusive easement on, over, under and across a portion of the Property, as more particularly described on **Exhibit C** attached hereto and made a part hereof (the "**Easement Area**") for (a) vehicular and pedestrian access, ingress and egress, which vehicular access shall include trucks and other heavy construction equipment, including, without limitation, the right to install, improve, construct, reconstruct, replace, remove, maintain, operate, and use from time to time in the Easement Area the following (collectively, the "**Access Improvements**"): streets, roads, pavement, gravel and other access improvements, fixtures and facilities for use in connection with said

vehicular and pedestrian access, ingress and egress rights and, (b) the installation, improvement, construction, reconstruction, replacement, removal, maintenance, operation, and use from time to time in the Easement Area of the following (collectively, the "**Utility Improvements**", and together with the Access Improvements, collectively, the "**Improvements**"): single system of underground and/or above-ground wires, cables and equipment for the transmission of electrical energy and/or for communication purposes, and all necessary and proper poles, structures, foundations, footings, guy wires, anchors, cross arms and other appliances, fixtures and facilities for use in connection with said wires, cables and equipment (all of the foregoing collectively referred to herein as the "**Easement**"). The Easement shall include the right, without obligation, to maintain, repair, and replace any existing road improvements and the Improvements within the Easement Area as may be reasonably necessary to exercise the rights granted hereunder.

2. Reserved.

3. Construction Activities. Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (i) to construct and install the Improvements and any other improvements contemplated hereunder; and (ii) to store material and equipment during such construction (the "**Temporary Construction Easement**"). Grantee shall also have the right to cut or take down any portion of any fence or other above-ground structures or vegetation as reasonably necessary to erect, construct, reconstruct, replace, remove, maintain, operate and use the Improvements. Upon completion of construction, Grantee shall restore any areas of Property outside the Easement Area that were disturbed by Grantee, as nearly as is commercially practicable, to the same condition it was in prior to the commencement of construction. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Easement Area during construction. Grantee shall notify Grantor of the commencement and completion of any construction.

4. Term and Termination. The term of this Agreement (the "**Easement Term**") shall commence on the Effective Date and continue for so long as the Grantee, its successors or assigns, continue to utilize the Premises in connection with the operation of a solar energy generating array, or otherwise, including, but not limited to, the decommissioning and removal of the array. Upon the expiration or earlier termination of this Agreement, Grantee shall, at Grantor's request, file a notice of termination in the real property records of the county in which the Property is located, and restore the surface of the Easement Area, as nearly as is commercially practicable, to the same condition it was in prior to the commencement of construction. At the termination of this Agreement, and extending for a reasonable time thereafter, Grantee shall have the right to remove from the Property the Improvements or other property and to use the Easement Area for removal of the solar plant from the Premises.

5. Assignment. Grantee may sell, convey, lease or assign this Agreement and its rights granted herein, in whole or in part, or grant subleases, sub-easements, co-easements, separate leases, easements, license or similar rights with respect to the Easement Area and this Agreement (collectively, "**Assignment**"), without the consent of Grantor. Any such Assignment by Grantee of all of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. This Agreement shall run with the land, burdening the Property and benefiting the Premises. This

Agreement shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

6. Costs. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Improvements shall be borne by Grantee, but for any caused by the negligence or willful misconduct of Grantor.

7. Interference. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would interfere with the use, operation and maintenance of the Easement and/or the Improvements. Grantor shall not excavate within fifty (50) feet of any portion of the Improvements under the surface or undertake or permit any action near or underneath the Improvements that undermines or otherwise adversely affects their stability, operation and usability. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area which interfere with the Improvements. Grantor shall retain the right to practice normal and customary agriculture and residential uses of the Property, so long as the activities do not undermine or adversely affect Grantee's rights under this Agreement.

8. Indemnity and Insurance. During the Easement Term, Grantee shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage outside the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees. Grantor shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the negligence or willful misconduct of Grantor, its officers, partners, agents, contractors and employees.

9. Financing.

a. Grantee may in its sole discretion, without Grantor's consent, collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any third party (including any trustee or agent on behalf of such institution) providing debt, equity or other financing (including, but not limited to, tax equity or sale-leaseback or similar financing) to or for the benefit of Grantee, directly or indirectly, whether secured or unsecured (and if secured, whether via a mortgage, deed of trust, deed to secure debt, collateral assignment, security instrument or otherwise (each, a "*Mortgage*")) (any such third party, individually, a "*Financing Party*" or collectively, "*Financing Parties*"). Each Financing Party who provides notice to Grantor of its Mortgage shall be referred to as "*Mortgagee*". This Agreement shall not be modified, and Grantor shall not accept a surrender of the Easement Area or a termination or release of this Agreement, without the prior consent of all Financing Parties.

b. As a precondition to exercising any rights or remedies related to any alleged

default by Grantee under this Agreement, Grantor shall give written notice of the default to each Financing Party who has been identified in writing to the Grantor, at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Each Financing Party shall have the right (but not the obligation) to cure any default as Grantee, and/or the right (but not the obligation) to remove any Improvements or other property owned by Grantee or such Financing Party located on the Property to the same extent as Grantee. The cure period for any Financing Party shall be the later of (i) sixty (60) days after such Financing Party's receipt of the default notice; or (ii) if applicable, the extended cure period provided for in Section 9(c) below. Failure by Grantor to give a Financing Party notice of default shall not diminish Grantor's rights against Grantee, but shall preserve all rights of the Financing Party to cure any default and to remove any Improvements or other property of Grantee or the Financing Party located on the Property. Grantor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Financing Party from the Easement for the purpose of inspecting the Premises, the Improvements, and the Easement.

c. If any default by Grantee under this Agreement cannot be cured without the Financing Party obtaining possession of all or part of Grantee's interest in this Agreement, the Easement Area, or the Improvements (collectively, "**Grantee Property**"), then any such default shall be deemed remedied if a Financing Party: (i) within sixty (60) days after receiving notice from Grantor as set forth in Section 9(b) above, acquires possession of all or part of the Easement Area, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Easement Area performs all other obligations as and when the same are due in accordance with the terms of this Agreement; provided, however, any such Financing Party shall not be required to cure those non-monetary defaults, if any, which are not reasonably susceptible of being cured or performed by such Financing Party, including, without limitation, any bankruptcy or insolvency of Grantee ("**Non-Curable Defaults**"). If a Financing Party is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition. Non-Curable Defaults shall be deemed waived by Grantor upon completion of such proceedings described above or acquisition, directly or indirectly, of Grantee's interest in this Agreement by a Financing Party.

d. Each Mortgagee shall have the right, in its sole discretion, without Grantor's consent: (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Easement and Improvements by any lawful means; (iii) to take possession of and operate all or any portion of the Easement and Improvements and to perform all obligations to be performed by Grantee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Easement and Improvements by foreclosure or by an assignment in lieu of foreclosure and thereafter, without Grantor's consent, to assign or transfer all or any portion of the Easement and Improvements to a third party. Any Mortgagee or other party who acquires Grantee's interest in the Easement and Improvements pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Grantee by this

Agreement which are incurred or accruing after such Mortgagee or other party no longer has ownership or possession of the Grantee Property. However, while any Mortgagee or other party has ownership or possession of the Easement and Improvements, said party shall be liable to perform the obligations imposed on Grantee by this Agreement.

e. If this Agreement is terminated, rejected or disaffirmed as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for either Grantor or Grantee, Grantor shall give prompt notice to the Financing Parties. Grantor shall, upon written request from a Financing Party made within forty (40) days after notice to such Financing Party, enter into a new easement agreement with such Financing Party, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination or rejection of this Agreement, and shall be for a term equal to the remainder of the term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Financing Party shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee (other than Non-Curable Defaults) to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement. From the effective date of the termination or rejection of this Agreement, to the date of execution and delivery of the new easement agreement, the applicable Financing Party or its designee may use and enjoy the Easement without hindrance by Grantor or any party claiming by, through, or under Grantor, provided that all conditions for a new easement agreement, as set forth herein, are complied with. If more than one Financing Party makes a request for a new easement agreement, then unless all such Financing Parties shall otherwise direct in writing, the new easement agreement shall be delivered to the Mortgagee with a security interest in the Agreement which is prior in lien (or, if no such Mortgagee has a security interest in the Agreement, the new easement agreement shall be delivered to the Financing Party whose contact information was sent to Grantor earliest in time. This Section 9(e) shall survive any expiration, termination, rejection, or disaffirmance of the Agreement.

f. Grantor shall execute estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Grantor's knowledge, if such be the case), consents to assignment and/or non-disturbance agreements as Grantee or any Financing Party may reasonably request from time to time. Grantor and Grantee shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by any Financing Party.

10. Notices. All notices, requests and communications ("**Notice**") under this Agreement shall be given in writing by first class certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, to the individuals and addresses indicated below:

If to Grantor: **Richard Murray**
1206 Oak Hill Road
Esperance, New York 12066

If to Grantee: **Oak Hill Solar 2 LLC**
c/o AMP Solar Development
1550 Wewatta Street, 4th Floor
Denver, Colorado 80202
Attn: Legal Department

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is deposited in the United States postal service, or if sent via nationally recognized overnight courier, on the day on which receipt is confirmed by such courier. Any Party may, by proper written notice hereunder to the other Party, change the individual address to which such Notice shall thereafter be sent.


11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement, when executed, approved and delivered, together with all Exhibits attached hereto, shall constitute the entire agreement between the Parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the Parties hereto. Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. In the event of any inaccuracy or insufficiency in the description of the Easement Area herein, or in the description of the Parties in whom title to the Property is vested, Grantor and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Grantor and Grantee. Grantor and Grantee agree that this Agreement shall be recorded in the Office of the County Clerk where the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts and transmitted electronically, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[Signature Pages Follow]

GRANTOR SEPARATE SIGNATURE PAGE TO
GRANT OF ACCESS AND UTILITY EASEMENT

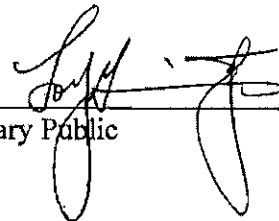
IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal the day and year first above written.

GRANTOR:


RICHARD B. MURRAY
Date: 1-31-2020

STATE OF NEW YORK }
 } ss.:
COUNTY OF Schenectady }

On the 31st day of JANUARY, in the year 2020, before me, the undersigned, personally appeared **RICHARD B. MURRAY**, 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

LOUIS J. GIAMMATTEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4953244
Qualified in Schenectady County
Commission Expires July 10, 2023

**GRANTEE SEPARATE SIGNATURE PAGE TO
GRANT OF ACCESS AND UTILITY EASEMENT**

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal the day and year first above written.

GRANTEE:

OAK HILL SOLAR 2 LLC

By: _____

Title: _____

Date: _____

STATE OF _____ }
COUNTY OF _____ } ss.:

On the ____ day of December, in the year 2019, 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

Notary Public

Exhibit A

Property

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly and southerly lines of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and identified as **Lot 1** as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Cabinet "P" as Map No. 39, and being further bounded and described as follows:

Lot 1 – North side of Duanesburg Road, NYS Route 7 (State Highway No. 1029):

Beginning at a point marked with a capped iron rod found at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of lands now or formerly of Leila A. Otis and Lee S. Otis as conveyed in Book 1733 of Deeds at Page 274 to the east and Lot 1 to the west as shown on said map;

Thence from said *Point of Beginning* along said northerly line of Duanesburg Road the following five (5) courses and distances:

- 1) South 70 deg. 40 min. 40 sec. West, 154.53 feet to a point;
- 2) South 70 deg. 54 min. 40 sec. West, 100.00 feet to a point;
- 3) South 71 deg. 29 min. 40 sec. West, 100.00 feet to a point;
- 4) South 72 deg. 27 min. 40 sec. West, 100.00 feet to a point;
- 5) South 72 deg. 57 min. 40 sec. West, 100.00 feet to the point of intersection of said northerly line of Duanesburg Road with the common division line of Lot 2 to the west and said Lot 1 to the east as shown on said map;

Thence along said common division line the following four (4) courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 1,844.49 feet to the point of intersection of said common division line with the southerly line of lands now or formerly of Richard B. Murray and Helen E. Murray as conveyed in Book 1063 of Deeds at Page 374;

Thence along the common division line of said lands of Murray to the north and said Lot 1 to the south, North 83 deg. 12 min. 50 sec. East, 1,012.75 feet to the point of intersection of said common division line with the westerly line of lands now or formerly of Susan Liss Biggs as conveyed in Book 1959 of Deeds at Page 147;

Thence along the common division line of said lands of Biggs, lands now or formerly of Susan Liss Biggs as conveyed in Book 1959 of Deeds at Page 151 and said lands of Otis to the east and said Lot 1 to the west as shown on said map the following two (2) courses and distances:

- 1) South 06 deg. 20 min. 20 sec. East, 2,120.22 feet to a point;

2) South 07 deg. 10 min. 30 sec. East, 748.17 feet to the point or place of beginning and containing 64.511± acres of land.

Lot 1 – South side of Duanesburg Road, NYS Route 7 (State Highway No. 1029):

Beginning at the point of intersection of the southerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of lands now or formerly of Lee S. Otis and Leila M. Otis as conveyed in Book 1976 of Deeds at Page 107 to the east and Lot 1 to the west, said point located, South 07 deg. 10 min. 30 sec. East, 67.50 feet from the Point of Beginning of the above described parcel of land lying along the northerly line of Duanesburg Road;

Thence from said *Point of Beginning* along said common division line, South 06 deg. 13 min. 40 sec. East, 595.79 feet to the point of intersection of said common division line with the northerly line of lands now or formerly of Taylor, Et al. as conveyed in Book 1365 of Deeds at Page 267;

Thence along the common division line of said lands of Taylor, Et al. to the south and said Lot 1 to the north, South 79 deg. 59 min. 50 sec. West, 385.63 feet to the point of intersection of said common division line with the easterly line of Lot 2 as shown on said map;

Thence along the common division line of said Lot 2 to the west and said Lot 1 to the east, North 22 deg. 01 min. 20 sec. West, 527.34 feet to the point of intersection of said common division line with the southerly line of said Duanesburg Road;

Thence along said southerly line of Duanesburg Road the following five (5) courses and distances:

- 1) North 72 deg. 57 min. 40 sec. East, 100.00 feet to a point;
- 2) North 72 deg. 27 min. 40 sec. East, 100.00 feet to a point;
- 3) North 71 deg. 29 min. 40 sec. East, 100.00 feet to a point;
- 4) North 70 deg. 54 min. 40 sec. East, 100.00 feet to a point;
- 5) North 70 deg. 39 min. 40 sec. East, 140.48 feet to the point or place of beginning and containing 5.867± acres of land;

The above described *parcels* containing a total area of 70.378± acres of land.

Exhibit B

Premises

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Commencing at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 2 to the west and Lot 1 to the east as shown on said map;

Thence from said *Point of Commencement* along said common division line the following four (4) courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 225.78 feet to the **Point of Beginning** of the herein described *lease parcel* of land;

Thence from said *Point of Beginning* continuing along said common division line, North 00 deg. 00 min. 00 sec. East, 1,518.00 feet to the point;

Thence through said Lot 1 the following four (4) courses and distances:

- 1) North 83 deg. 12 min. 50 sec. East, 908.00 feet to a point;
- 2) South 05 deg. 58 min. 10 sec. East, 1,476.00 feet to a point;
- 3) South 83 deg. 43 min. 10 sec. West, 724.00 feet to a point;
- 4) South 83 deg. 12 min. 50 sec. West, 343.00 feet to the point or place of beginning of said *lease parcel* and containing 33.891± acres of land.

Exhibit C

Easement Area

50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/EGRESS AND REGRESS EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc. No. 2019-39) and being further bounded and described as follows:

Beginning at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 2 to the west and Lot 1 to the east as shown on said map;

Thence from said *Point of Beginning* and along said common division line, North 22 deg. 01 min. 20 sec. West, 893.68 feet to a point;

Thence through said Lot 1 the following three (3) courses and distances:

- 1) North 14 deg. 45 min. 20 sec. East, 195.87 feet to a point;
- 2) North 10 deg. 43 min. 40 sec. West, 251.17 feet to a point;
- 3) North 16 deg. 30 min. 10 sec. West, 83.64 feet to a point in the southerly line of a proposed lease parcel;

Thence continuing through said Lot 1 and along said southerly lease line, North 80 deg. 43 min. 10 sec. East, 50.40 feet to a point;

Thence continuing through said Lot 1 the following four (4) courses and distances:

- 1) South 16 deg. 30 min. 10 sec. East, 79.83 feet to a point;
- 2) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;
- 3) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;
- 4) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

Thence along said northerly line of Duanesburg Road, South 72 deg. 57 min. 40 sec. West, 50.19 feet to the point or place of beginning of said *easement* and containing 1.631± acres of land.