OFFICE OF THE SCHENECTADY COUNTY CLERK

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SCHENECTADY, NY 12305-2114
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Cara M. Ackerley
County Clerk

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

CMackerley
Cara M. Ackerley
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

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

001F0I

INSTRUMENT NUMBER - **202014909**

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
RICHARD B. MURRAY
Date: 1-31-2020

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

On the 31st day of ~~December~~ JANUARY, in the year ~~2019~~ 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 _____ }
} ss.:
COUNTY OF _____ }

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

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: Nicole LeBlanc
Title: Authorized Signatory
Date: April 24, 2020

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

On the 24 day of ~~December~~ April, in the year ~~2019~~ 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.

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

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.