

Service Agreement No. 1631

**PURCHASE AND SALE AGREEMENT**

By and Between

Niagara Mohawk Power Corporation d/b/a National Grid, as Buyer

And

Luther Forest Technology Campus Economic Development Corporation, as Seller

Dated as of September 9, 2010

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## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of September 9, 2010 by and between Niagara Mohawk Power Corporation d/b/a National Grid, a New York corporation ("National Grid" or "Buyer") and Luther Forest Technology Campus Economic Development Corporation, a New York State not-for-profit corporation (the "Seller"). Seller and Buyer are each a "Party" and are, collectively, the "Parties" hereto.

WHEREAS, Seller is the owner of the Property (as defined below); and

WHEREAS, Upon the satisfaction of, and subject to, the terms and conditions set forth in this Agreement, Seller has agreed to sell or otherwise transfer the Property to Buyer, and Buyer has agreed to purchase the Property from Seller;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

### **ARTICLE I** **PURCHASE AND SALE**

#### **1.1 Sale of the Property and Acceptable Title**

(a) Sale of Property. Subject to and in accordance with the terms and conditions contained in this Agreement, Seller agrees to sell, assign, convey, grant, bargain, release, deliver, confirm and transfer to Buyer all of Seller's right, title, and interest in and to the following real and personal property (collectively referred to herein as the "Property"), and Buyer hereby agrees to purchase and accept the Property:

(i) Land. Subject to all Permitted Exceptions (as defined below), fee title to the real property more particularly described in Exhibit A attached hereto and incorporated herein (the "Land").

(ii) Assets. All fixtures, assets, equipment, systems and improvements, if any, owned by Seller and located on or used in connection with the Land and Easements (as hereinafter defined) as identified on Exhibit B attached hereto and made a part hereof (the "Assets").

(iii) Appurtenances. All rights, privileges, covenants and declarations appurtenant to the Land and the Easements (as hereinafter defined), all development rights and air rights relating to the Land and the Easements, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, including all of the right, title, and interest, if any, of Seller in and to the land in the bed of any public street, road or avenue, in front of or adjoining the Land, to the center line thereof, and all water, water rights, water stock, minerals, and mineral rights of every kind (including without limitation, oil, gas, and other hydrocarbon substances) on or under the Land owned by Seller and not previously conveyed

or reserved of record, all of the foregoing, only to the extent that such rights and privileges can be conveyed.

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(iv) Awards. All right, title, and interest to any unpaid awards for damages to the Land and/or Easements and/or Improvements resulting from any casualty, taking in eminent domain or by reason of change of grade of any street accruing after Closing (as defined herein) to the extent not credited in reduction of the Purchase Price or otherwise assigned to Buyer.

(v) Personalty. All personal property, if any, owned by Seller located on the Property (collectively, the "Personalty").

(vi) Easements. Subject to and in accordance with the terms and conditions contained in this Agreement, Seller shall grant, convey and assign to Buyer, its successors and assigns forever, one or more permanent and perpetual easements and rights-of-way (individually and collectively referred to as the "Easement") on, over, under, across, through and along certain portions of land as more particularly described in Exhibit C (collectively, the "Easement Area"), attached hereto and incorporated herein as approved by Buyer. The Easement shall provide Buyer with the right, privilege, and authority to (i) construct, reconstruct, relocate, expand, add, operate, repair, maintain and, at its pleasure, remove overhead, underground, and grade level electric distribution, transmission, and/or substation facilities, and for transmission of intelligence and communications, including but not limited to poles, towers, manholes, conduits, cables, switchgear, and transformers together with the necessary appurtenances and accessories as Buyer may now and from time to time deem necessary; (ii) attach to the electric system installed or to be installed thereon other wires and appurtenant facilities in the locations within the easement area for the purpose of providing electric to Buyer's other consumers; and (iii) access from the street over the balance of the land described in Exhibit C as is necessary for the enjoyment of the Easement.

Subject to and in accordance with the terms and conditions contained in this Agreement, Seller, simultaneously with the conveyance of the Property, shall grant and convey to Buyer, its successors and assigns forever, one or more permanent and perpetual tree trimming easements (individually and collectively referred to as the "Tree Trimming Easement") to cut, trim or remove, as necessary, all trees, limbs, brush, above or below ground structures or other obstructions, either mechanically or by the use of approved herbicides, upon, over, under, through, and across easement areas as more particularly described and shown in the attached survey and legal description in Exhibit C (collectively, the "Tree Trimming Easement Area") and to cut, trim or remove, as necessary, trees outside the bounds of the Tree Trimming Easement Areas which, in the sole opinion of the Buyer, may be likely to fall upon any Assets located on property adjacent to the Tree Trimming Easement Area. The form of the Easement and Tree Trimming Easement as incorporated into the Assignment of Easement Agreements and Grant of Easements (as hereinafter defined), to be executed by all necessary parties, is attached hereto as Exhibit D and incorporated herein.

(b) Acceptable Title. At the Fee Closing (as hereinafter defined), Seller shall convey and Buyer shall accept such title to the Property as is clear and marketable, as well as insurable (without special premium) by any reputable title insurance company licensed to do business in the State of New York (the "Title Company"), subject, nevertheless, only to the following matters (collectively, the "Permitted Exceptions"):

(i) Real estate taxes, assessments, water charges, and sewer rents, not yet due and payable. All taxes and charges shall be brought current as of Closing and are subject to

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apportionment. All Taxes (as defined herein) which are due and payable on or before the Closing shall be paid by Seller on or before the date of Closing and any such amounts so paid which relate to any period following the Closing shall be credited to Seller. All real property taxes for the current year's tax bill, not yet due and payable shall be prorated as of the Closing (based upon the current year's tax bill, if available, or the previous year's tax bill if the current year's tax bill is not available) and the amount thereof which relates to any period prior to Closing shall be credited to Buyer. All assessments, special assessments, and any other like charges actually imposed against the Property, or any part thereof, by reason of roadways, utility lines, streets, alleys or other improvements in existence, under construction or planned and which are due and payable as of the date of Closing shall be prorated to such date. Prepaid water, sewer, and other utility charges allocable to the period from and after the date of Closing (if any) shall be credited to Seller, and accrued and unpaid water, sewer, and other utility charges allocable to the period prior to the date of Closing shall be credited to Buyer.

(ii) Any and all covenants, restrictions, agreements, and easements of record affecting the Property (exclusive of liens of a monetary nature), provided same do not interfere with Buyer's use of the Property and which do not render title uninsurable.

(iii) All zoning, building, and environmental laws, ordinances, codes, restrictions and regulations, and any amendments thereto heretofore adopted by any municipal, state, federal or other authority having or claiming jurisdiction over the Property, provided same do not interfere with Buyer's use of the Property.

(iv) Any state of facts which a current accurate survey or personal inspection of the Property would disclose, provided such facts do not render title to the Property unmarketable.

(v) Standard exceptions and exclusions from coverage normally contained in the form of the owner's title insurance policy to be issued by the Title Company.

## 1.2 Investigation, Due Diligence, Entry, Title, Survey

(a) Inspection. Both parties acknowledge that Seller has previously provided Buyer with reports showing soil testing, and any other methods of investigation which would disclose the presence of any Hazardous Materials (as hereinafter defined) which have been released on the Property or which are present on the Property by migration from an external source, and which existed on the Property prior to the transfer, and shall notify Buyer as soon as reasonably practicable after learning of the presence of Hazardous Materials upon said Property. Seller agrees to indemnify, defend and save Buyer, its agents and employees, officers, directors, parents and affiliates, harmless from and against any loss, damage, liability (civil or criminal), cost, suit, charge (including reasonable attorneys' fees), expense, or cause of action, for the removal or management of any Hazardous Materials which existed on the Property prior to the transfer to Buyer and relating to any damages to any person or property resulting from presence of Hazardous Materials which existed on the Property prior to the transfer to Buyer. Buyer shall have the right to inspect and test the Assets, and, at no cost to Buyer, the right to inspect and/or audit any of Seller's or its affiliates', subsidiaries', contractors' or representatives' records and accounts pertaining to the Property.

Prior to the Closing, Seller shall permit representatives of Buyer, at all reasonable hours, to have full access to, and make copies of, all books, records, properties, abstracts of title, surveys, Phase I

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and Phase II environmental assessments, and other matters to the extent that they relate to the Property.

(b) Investigation. Seller agrees that Buyer shall have the right to enter upon the Property (i) prior to the date of full execution of this Agreement pursuant to a license agreement (the "License") to be executed by the Parties or (ii) between the date of full execution of this Agreement and the date of Closing for the purpose of performing due diligence with respect to the Property.

(c) Due Diligence. Within ten (10) days after the date of full execution of the License or this Agreement, Seller shall deliver to Buyer, to the extent available in its possession, any documentation pertaining to the Property.

Buyer may, at Buyer's sole cost and expense, perform investigations, reasonably deemed necessary by Buyer in its sole discretion, to ascertain the environmental condition of the Property, including but not limited to a Phase I Environmental Assessment (the "Phase I"); easements; zoning; licenses; permits; approvals; geotechnical site assessment; and status of the title to the Property and the Easements (the "Investigations").

In the event the results of the Phase I indicate, in Buyer's sole discretion, that further investigation, including but not limited to a Phase II Environmental Assessment, soil borings or groundwater sampling (collectively, the "Phase II") of the Property is required, Buyer may, at Buyer's sole cost and expense, perform the Phase II.

Seller, at no cost or expense to Seller, shall reasonably cooperate with Buyer to the extent Seller's cooperation is required, for Buyer to conduct the Investigations and/or Phase II. Buyer's obligation to proceed to Closing is expressly contingent upon, and subject to, Seller's compliance with this provision.

(d) Buyer's Right of Entry; Scope of Investigation. Buyer, its agents, representatives, consultants, contractors, other business associates, potential lenders, investors and tenants (collectively "Buyer's Agents") shall have the right at all reasonable hours and upon notice to Seller to conduct, at Buyer's sole cost, expense and liability, the Investigations and Phase II. Any testing or investigation which displaces, damages or otherwise adversely affects the Property shall be repaired, remedied, and restored by Buyer. Buyer hereby agrees to defend (or at its option assume the costs to defend), indemnify, and hold harmless Seller from and against any and all losses, liabilities, damages, liens, claims, demands, costs and expenses to the extent arising out of the activities of Buyer and/or Buyer's Agents on the Property, except to the extent such losses, liabilities, damages, liens, claims, demands, costs and expenses arise out of the negligence of Seller.

(e) Title. Seller, at Seller's sole cost and expense, shall order an examination of title and shall cause a copy of the title report, and all updates, including surveys of the Property certified to Buyer, to be forwarded to Buyer's attorney concurrently with its receipt of same. At the time of Closing, Seller shall provide a title insurance policy naming Buyer as the insured covering the

easement real property interests to be acquired in the Property with the amount of insurance for each Closing being allocated as follows: \$22,000,000 of title insurance for the Stillwater Assets and

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Easements closing and \$15,000,000 for the Malta Assets and Easements closing, the combined premium for which shall be paid by Seller. At the time of the Fee Closing, Seller shall provide a title insurance policy naming Buyer as the insured covering the fee real property interests to be acquired in the Property, the premium for which shall be paid by the Buyer. Buyer may provide notice to Seller that Buyer disapproves of one or more matters affecting title to the Property and request that Seller correct such deficiency, provided, however, that the existence of the Permitted Exceptions and the standard exceptions on Buyer's title commitment shall not be considered unsatisfactory title conditions.

If Buyer objects to a title matter, Seller shall, in the exercise of its sole discretion, promptly thereafter, advise Buyer in writing that Seller intends to correct the title objection prior to the Closing. In such event, the Closing shall be adjourned (in no event to exceed ninety (90) days in the aggregate), to enable Seller to cure any title exceptions, defects or objections and to convey the Property to Buyer in accordance with the terms of this Agreement. Seller shall be deemed to have cured any title exceptions, defects or objections provided Seller arranges with the Title Company to (i) insure Buyer against any monetary loss as a result of such exceptions, defects or objections, or (ii) to remove such exceptions, defects or objections as such from the policy of title insurance issued to Buyer. Seller shall be obligated to repay and satisfy in full any mortgage(s) encumbering the Property, subordinate pertinent mortgages to the rights set forth in the Easements and remove any lien or encumbrance of the Property created by the Seller subsequent to the date of full execution of this Agreement. Seller shall indemnify, defend, and hold harmless Buyer, its agents and employees, officers, directors, parent(s) and affiliates, and successors in interest, from all liens and encumbrances against the Property conveyed.

In the event the Title Company is unable or unwilling to insure to Buyer an ALTA standard owner's policy of title insurance (the "Title Policy") in an amount that conforms to Section 5 of the TIRSA Rate Manual, insuring Buyer's title to the Property, subject only to the Permitted Exceptions and the standard printed exceptions to title in such ALTA standard policy and Buyer elects not to proceed with the Closing of this transaction, Buyer's sole remedy shall be to declare this Agreement terminated.

If on the date of Closing there may be any liens or encumbrances which Seller is obligated to pay and discharge, Seller may use any portion of the balance of the Purchase Price to satisfy the same, provided Seller shall simultaneously either deliver to Buyer at the Closing instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments or, provided that Seller has made arrangements with the Title Company in advance of Closing, Seller will deposit with the Title Company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to Buyer either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured Property. Buyer, if request is made within a reasonable time prior to the date of the Closing, agrees to provide at the Closing separate certified or bank checks as requested, aggregating the amount of the balance of the Purchase Price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such liens and encumbrances shall not be deemed objections to title if Seller shall comply with the foregoing requirements.

- (f) Survey. Seller shall provide Buyer with an acceptable survey of the Property prior

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to closing. Buyer may cause to be prepared a current survey of the Property. The cost of any survey shall be borne by Seller.

1.3 Purchase Price, Costs and Taxes. Buyer shall pay Seller at Closing One Dollar and 00/100 (\$1.00) as the purchase price for the Property (the "Purchase Price"). Seller shall pay all costs for delivering the Property to Buyer, all such amounts being deemed included in the Purchase Price. The Purchase Price shall be paid to Seller by wire transfer in immediately available funds.

Buyer shall be responsible to pay the federal and state income taxes assessed on the difference between the Purchase Price and the fair market value of Property actually transferred at each Closing (the "IT Amounts").

Seller shall indemnify Buyer for any other non-income taxes that may be assessed by any state or local taxing authority against Buyer based on the transfer of the Property by Seller to Buyer, including, but not limited to, use taxes, real estate transfer taxes or other transfer taxes imposed by reason of the transfer of the Assets hereunder.

1.4 Transfer of Title and Delivery. At the Closings (as hereinafter defined), Seller shall convey the Assets to Buyer by delivery of one or more Bills of Sale in the form set forth in Exhibit E attached hereto and made a part hereof (collectively, the "Bill of Sale") and, as applicable, shall convey the Easements to Buyer by delivery of two Assignment of Easement Agreements and Grant of Easements documents in the form set forth in Exhibit D attached hereto and made a part hereof (the "Easement Agreements") or shall convey the Property to Buyer by delivery of a warranty deed with covenants against Grantor's Acts containing the covenant required by Section 13 of the New York Lien Law (the "Deed"), executed and acknowledged by Seller and in proper statutory form for recording, sufficient to convey the Property to Buyer, subject to and in accordance with the provisions of this Agreement. Upon execution and delivery of the Deed, applicable Easement Agreements and/or Bill of Sale, and Seller's receipt of the Purchase Price at each Closing, (i) title to the applicable Assets shall vest in Buyer as contemplated in this Agreement and the applicable Bill of Sale, (ii) title to the Property shall vest in Buyer as contemplated in this Agreement and the Deed, (iii), rights to the applicable Easement Areas shall vest in Buyer as contemplated in this Agreement and the Easement Agreements, and (iv) the Assets shall be delivered in situ.

1.5 Risk of Loss. Risk of loss or damage to the Property shall remain with Seller until the Property is delivered to Buyer at each respective Closing. If any portion of the Property is destroyed or damaged by any cause prior to the applicable Closing, Seller shall promptly give notice to Buyer of such damage or destruction and the amount of insurance, if any, covering such Property. Prior to the Closing, Buyer shall have the option (which shall be exercised by written notice to Seller within ten (10) days after receipt of Seller's notice or, if there is not ten (10) days prior to the Closing Date, as soon as possible but not less than 24 hours prior to the Closing) of (a) accepting the Property in its destroyed or damaged condition, in which event any insurance proceeds payable to Seller with respect to the Property shall be assigned to Buyer, and the full Purchase Price shall be paid for the Property, (b) not accepting the destroyed or damaged Property

and adjusting the Purchase Price by the value of the destroyed or damaged Property, or (c) terminating this Agreement without incurring any liability whatsoever.

1.6 Closing Documents. On the date of each Closing, Seller shall deliver, or cause to

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be delivered, to Buyer the following fully executed documents and/or items, acknowledged where appropriate (together referred to herein as the "Closing Documents"):

(a) Transfer Taxes, Closing Costs. The requisite real estate transfer tax returns and the applicable real estate transfer taxes and any other transfer tax due and payable and imposed by statute on Seller in connection with the transfer of the Property. Seller shall pay and be solely responsible for all costs associated with the transfer of real property rights to Buyer, including, but not limited to, closing costs, subdivision costs, transfer taxes and recording fees. Seller shall reimburse Buyer for all costs Buyer incurs in connection with transfers of the Property and any associated permits and authorizations and in carrying out Buyer's responsibilities as provided in this Agreement.

(b) Non-Foreign Status Affidavit. An Affidavit of Non-Foreign Status executed by Seller in the form of that annexed hereto as Exhibit F.

(c) Title Documents. Any affidavits and/or consents reasonably required by Buyer's Title Company to omit any exceptions, other than Permitted Exceptions, from Buyer's Title Policy.

(d) Other Documents. All other documents, to the extent existing and in Seller's possession, affecting title to or possession or operation of the Property (including, to the extent available, permits, licenses, certificates, authorizations or approvals, building plans, as-built surveys and reports, any unexpired warranties or guaranties issued or given to Seller by a manufacturer or supplier or contractor in connection with the Property or any part thereof, including HVAC systems and equipment, to the extent assignable) and necessary to transfer or assign the same to Buyer as provided herein.

(e) Punch List. In the event that any documentation or other item described in Article I of this Agreement shall not be delivered to Buyer on or before the respective Closing Date as contemplated by this Agreement (each, an "*Undelivered Item*"), Buyer and Seller may agree, in their respective sole discretion, that the same shall not be deemed an objection to closing and, in such event, Buyer agrees to give and Seller agrees to accept a written statement setting forth the Undelivered Items that need to be delivered, completed or repaired (the "*Punch List*") with no escrow required to be held. Seller shall further provide a written statement setting forth a date acceptable to Buyer by which each of the Punch List items is to be completed. The Punch List and written statement and this paragraph (e) shall survive the Closing. Buyer and Seller agree that the items identified on Exhibit G to this Agreement shall be included on the Punch List and shall be delivered by Seller on or before November 1, 2010.

1.7 Asset Documents. Seller shall deliver to Buyer at Closing all documents relating to the Assets, including original purchase documentation and data, manufacturer's trade prints and test report, manuals, maintenance records, specifications, plans, drawings, warranties and correspondence.

1.8 Regulatory Approvals.

(a) If this Agreement or any transaction contemplated in connection herewith is subject to or requires the approval of any regulatory body or bodies (each, a Regulatory Approval” and,

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collectively, the “Regulatory Approvals”), including, without limitation, the Federal Energy Regulatory Commission (“FERC”) and/or the New York Public Service Commission (“NYPSC”), Buyer agrees to make the required filings with each such regulatory body (the “Applications”) following execution and delivery of this Agreement. The Parties agree to use their respective commercially reasonable efforts to obtain all Regulatory Approvals.

(b) The terms and conditions of this Agreement are expressly contingent upon each of the Regulatory Approvals being granted in form and substance satisfactory to each Party in its respective sole discretion, and without material modification of the Agreement terms and without condition, unless such modification(s) or condition(s) are agreed to by both Parties in their respective sole discretion. If an Application is made and is denied, this Agreement shall terminate as of the date that Buyer receives notification of such denial. If any Regulatory Approval is granted containing terms or conditions that either Party rejects, in its sole discretion, as unacceptable, this Agreement shall terminate as of the date that a Party notifies the other Party of such rejection.

(c) In addition to the foregoing, if the NYPSC does not allow the deferred tax asset created by the Buyer’s payment of the IT Amounts to be included in rate base (“*Tax Treatment*”), or if the form, terms, or conditions of any NYPSC authorization for, acceptance of, or action in connection with, the Tax Treatment is or are unacceptable to Buyer (in its sole discretion), then, the Buyer shall have no obligation to consummate any Closing, and may terminate this Agreement effective upon notice to Seller. Buyer’s consummation of any Closing shall not prejudice or restrict Buyer’s ability to exercise its rights under this paragraph with respect to any future Closing.

(d) In the event that this Agreement is terminated pursuant to this Section, the obligations of each Party under this Agreement shall cease as of the effective date of termination and such termination shall be without recourse to the Parties, provided, however, that, if this Agreement is terminated pursuant to paragraph (c) of this Section, the obligations of each Party under this Agreement shall remain in effect to the extent that such obligations relate to Property previously transferred to Buyer at any Closing consummated prior to the effective date of such termination.

1.9 Obtaining Necessary Licenses, Permits and Approvals. Seller shall be responsible for preparing applications for and obtaining all governmental permits, authorizations, licenses, certificates and approvals necessary to construct, relocate, repair and maintain the Assets. Said applications shall be prepared by Seller for submittal by Buyer and/or Seller, where appropriate. Seller and Buyer agree to comply in all material respects with all federal, state and local environmental and other laws, ordinances, rules, regulations, permits, licenses, approvals, certificates and requirements thereunder as may apply to each Party in connection with the activities each performs pursuant to this Agreement.

## **ARTICLE II**

### **CLOSING AND CONDITIONS PRECEDENT**

2.1 Time and Place of Closing. The consummation and closing of the transactions provided for in this Agreement (each, a "Closing") shall occur at 1125 Broadway, Albany, New York, or at such other place as the parties shall mutually agree at 2:00 p.m. on the later of (a) a business day within

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ten (10) business days after all conditions precedent to the consummation of the transactions contemplated by this Agreement have been fully satisfied or waived or (b) the following dates (each, a "Closing Date"):

- a. For the Stillwater Assets and Easements, September 10, 2010; and
- b. For the Malta Assets and Easements, November 10, 2010; and
- c. For the transfer of fee title to those properties described on Exhibit A hereto, July 1, 2011 (the "Fee Closing").

2.2 Conditions Precedent to the Obligation of Each Party to Close. The obligation of each Party to consummate a Closing shall be subject to the satisfaction at or prior to the Closing of each of the following conditions:

- (a) the representations and warranties made by the other Party in this Agreement shall be true and correct in all material respects at and as of the Closing with the same effect as though such representations and warranties had been made or given at and as of the Closing;
- (b) the other Party shall have performed and complied in all respects with all of its obligations under this Agreement to be performed or complied with by it on or prior to the Closing; and
- (c) the other Party shall have obtained all necessary licenses, permits, consents and other approvals of governmental entities, agencies, or bodies, and all other persons or entities, required for it to consummate the transactions contemplated by this Agreement.

2.3 Conditions Precedent to the Obligation of Buyer to Close. The obligation of the Buyer to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the following additional conditions:

- (a) Seller shall have delivered to Buyer such fully executed Deed, Easement Agreements and/or Bill of Sale and other documents and instruments of assignment, transfer, and conveyance as, in the opinion of Buyer's counsel, are sufficient in form and substance to transfer all of the Property and all Warranties (as defined in Section 3.1(f) of this Agreement) to Buyer in accordance with the provisions of this Agreement and free and clear of all encumbrances;
- (b) the Property shall not have been, and shall not be threatened to be, damaged in any way, including, but not limited to, as a result of fire, explosion, disaster, accident, flood, vandalism, violence, terrorism or other casualty, ordinary wear and tear excepted;
- (c) Seller shall have delivered resolutions of the Board of Directors of Seller authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, together with a certificate of its Secretary, certifying the adoption of

those resolutions and the incumbency of the respective officers executing documents being delivered at or in connection with the Closing;

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- (d) Seller shall have delivered access to and possession of all of the Property; and
- (e) at least seven days prior to the Closing, Seller shall have delivered to Buyer UCC searches with respect to the Property, all of which shall be obtained at Seller's expense.

### **ARTICLE III**

### **REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that the following statements are true, correct and complete as of the execution date of this Agreement and as of the date of the Closing:

- (a) Seller is a corporation validly existing and in good standing under the laws of the state in which it is organized and is in good standing and is duly qualified to conduct business in all of the jurisdictions in which it operates;
- (b) Seller has all requisite power and authority to enter into this Agreement, execute and deliver the Deed, the Easement Agreements and Bill of Sale, undertake its obligations hereunder and consummate the transactions contemplated hereby; this Agreement constitutes, and, as of the Closing, the Deed, the Easement Agreements and Bill of Sale will constitute, the valid and legally binding obligations of Seller, and are or will be enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or law);
- (c) neither the execution and delivery of this Agreement, the Deed, the Easement Agreements or the Bill of Sale by the Seller, nor the consummation by the Seller of the transactions contemplated hereby, will constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any lien, security interest, or other encumbrance upon any of the Assets, pursuant to: the Certificate of Incorporation, bylaws, operating agreement or similar organizational documents of the Seller, each as amended to date, any agreement or commitment to which the Seller is a party or by which the Seller or any of its properties (including, without limitation, the Assets) is bound or to which the Seller or any of such properties is subject, or any statute or any judgment, decree, order, regulation or rule of any court or governmental authority; no third party has any right of first refusal or any non-competition agreement with Seller which could in any way affect the transactions or other agreements contemplated by this Agreement;
- (d) Seller is the sole lawful owner of the Property and does not own the Property through any other firm, corporation, or other entity or pursuant to any partnership, joint venture, or

other agreement or arrangement, has good and clear record and marketable title to the Assets, and, at Closing, shall transfer to Buyer title to all of the Property, free and clear of

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any leases, mortgages, pledges, liens, security interests, conditional sales agreements, consignments, and other charges and encumbrances of any kind or character;

(e) Seller holds all necessary approvals, authorizations, permits, licenses, consents, and other permissions, whether corporate, regulatory, or otherwise required to perform its obligations under this Agreement;

(f) the conveyance of the Property to Buyer will not render any of the Warranties (as defined hereafter) void or voidable; Buyer shall have the benefit of all of Seller's rights in and to the Warranties upon transfer of the Property to Buyer; and Seller has provided true, accurate, and complete originals or copies of the Warranties to Buyer on or before the date hereof;

For purposes of this Agreement, "Warranties" shall mean any and all of the unexpired warranties, guaranties, agreements, contract rights, or other benefits which Seller may have received from contractors, manufacturers or suppliers relating or pertaining to the Property;

(g) there are no claims, actions, lawsuits, investigations, or other proceedings pending or threatened against or relating to Seller or the Property, which in any way affect or could affect the Property or the ability of Buyer to operate the Property, whether or not covered by insurance, and there is no unsatisfied judgment, order, notice, writ, injunction, decree, assessment, or other command of any court or any federal, state, local, foreign, or other governmental department, commission, board, bureau, agency, or instrumentality which has been entered against or served upon Seller or the Property which could affect the Property; Seller is not in default under any promissory note, loan agreement, capitalized lease, or other instrument or agreement evidencing or securing borrowed money or credit received, relating to the Property;

(h) Seller has not received any written notification that it is in violation of any applicable laws affecting the Property and all notes or notices of violations of law or governmental ordinances, orders or requirements which were noted or issued prior to the date of Closing, and all fines associated therewith by any governmental department, agency or bureau having jurisdiction as to conditions affecting the Property and all liens which have attached to the Property prior to the date of Closing, if applicable, shall be removed or complied with by Seller;

(i) there has not been a Release (as hereinafter defined) or Threat of Release (as hereinafter defined) of any Hazardous Materials (as hereinafter defined) in connection with the Property, except as has been previously disclosed to Buyer with respect to the former Malta Rocket Fuel Area;

Seller has not received any notice that it is the subject of any investigation or proceeding pertaining to the presence of or the release or threatened release of any hazardous substance,

hazardous waste, petroleum or petroleum product, or the compliance or noncompliance with any Environmental Laws, relating to, or in connection with, the Property;

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Seller is in compliance with all Environmental Laws relating to the ownership and operation of the Property and Seller has obtained all permits, authorizations, and licenses and caused all notifications to be made as required by all Environmental Laws in connection with the Assets;

For purposes of this Agreement, the following words and phrases shall have the following meanings:

"Environment" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata and ambient air;

"Environmental Law" shall mean any environmental or health and safety-related law, regulation, rule, ordinance or by-law at the federal, state or local level, whether existing as of the date hereof, previously enforced or subsequently enacted, or any judicial or administrative interpretation thereof;

"Hazardous Materials" shall mean any pollutant, contaminant, toxic substance, hazardous material, hazardous waste or hazardous substance, or any oil, petroleum or petroleum product, as defined in or pursuant to the Federal Clean Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq., or any other Environmental Law;

"Release" shall mean any releasing, spilling, leaking, contaminating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Materials into the Environment;

"Threat of Release" shall mean a substantial likelihood of a Release that requires action to prevent or mitigate damage to the Environment that may result from such Release;

(j) Seller has filed all Tax Returns that it was required to file and all such Tax Returns (as defined below) were correct and complete in all material respects; Seller has paid all Taxes with respect to the Property that were due on or before the date of this Agreement; all Taxes that Seller is or was required by law to withhold or collect with respect to the Property have been duly withheld or collected and, to the extent required, have been paid to the proper governmental entity; There are no encumbrances for Taxes upon the Property except for the statutory encumbrances for current taxes not yet due; There are no actions, suits, proceedings, investigations, or claims pending in connection with the Property in respect of any unpaid Taxes;

For purposes of this Agreement, "Taxes" means all taxes, charges, fees, levies, or other similar assessments or liabilities with respect to the Property, including

without limitation, gross receipts, ad valorem, premium, value-added, excise, severance, stamp, occupation, windfall profits, customs, duties, real property,

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personal property, sales, use, transfer, withholding, employment, unemployment insurance, social security, Medicare, business license, business organization, environmental, payroll, and franchise taxes imposed by the United States of America or any state, local or foreign government or agency thereof, or other political subdivision of the United States or any such government, and any interest, fines, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof;

For purposes of this Agreement, "Tax Returns" is defined to mean all reports, returns, declarations, statements, or other information in connection with the Assets required to be supplied to a taxing authority in connection with Taxes;

(k) Seller is not under audit, examination, or discussion with any governmental entity relating to Taxes in connection with the Property nor has Seller been notified of any threatened or contemplated audit, examination, or discussion; Seller has not waived any statute of limitations with respect to Taxes or agreed to an extension of time with respect to a tax assessment or deficiency; all Tax deficiencies which have been claimed, proposed, or asserted against Seller have been fully paid or finally settled, and no issue has been raised in any examination which, by application of similar principles, could be expected to result in the proposal or assertion of a Tax deficiency for any other year not so examined;

(l) no broker, finder, or other person is entitled to any broker's, finder's or similar fees, commissions, or expenses in connection with the transactions contemplated by this Agreement [by reason of any action taken by Seller or its affiliates or representatives];

(m) Seller is now in compliance in all material respects with all statutes, laws, ordinances, rules, regulations, orders, and directives of any and all governments, governmental bodies and agencies, and public authorities whatsoever and in compliance with applicable insurance underwriting standards pertaining or relating to the Assets or the operation thereof;

(n) the Assets have been and are being constructed and maintained in compliance with Good Utility Practice (as defined below), the National Electrical Safety Code, and all applicable Federal, state, and local laws, rules, ordinances, and regulations, and are at this time in good and operable condition and useable for their intended purposes;

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act

to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region;

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(o) Seller possesses all licenses, permits, franchises, and other authorizations, approvals, and consents necessary for the ownership of the Assets (altogether "Licenses"), all of Seller's Licenses for the ownership of the Assets are transferable to Buyer, all of the Licenses are valid, binding, and in full force and effect, and Seller has complied with all requirements of the Licenses and no party is in default thereunder and no default thereunder is threatened;

(p) this Agreement and all other documents, certificates, and instruments delivered to Buyer by Seller in connection with the transactions contemplated by this Agreement are, and will be, true and correct in all material respects and there is no fact known to Seller which is not set forth in this Agreement and which materially and adversely affects, or which could materially and adversely affect, the sale or condition of the Property, Buyer's ability to operate the Property following the Closing, or the receipt by Buyer of good title to the Property as contemplated by this Agreement; and

(q) no representation or warranty made by Seller in this Agreement or in any attachment, certificate, or other document or writing delivered to, or to be delivered to, Buyer pursuant to this Agreement, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary in order to make the representation or warranty not misleading.

3.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that the following statements are true, correct and complete as of the execution date of this Agreement and as of the date of the Closing:

(a) Buyer is a corporation validly existing and in good standing under the laws of the state in which it is organized and is in good standing, and is duly qualified to conduct business, in all of the jurisdictions in which it operates;

(b) Buyer has all requisite power and authority to enter into this Agreement, execute and deliver the Bill of Sale, undertake its obligations hereunder and consummate the transactions contemplated hereby; this Agreement constitutes, and, as of the Closing, the Deed, the Easement Agreements and Bill of Sale will constitute, the valid and legally binding obligations of Buyer, are or will be enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or law);

(c) neither the execution and delivery of this Agreement by the Buyer, nor the consummation by the Buyer of the transactions contemplated hereby, will constitute a violation of, or be in conflict with, or constitute or create a default under: the Certificate of Incorporation, bylaws, operating agreement or similar organizational documents of the

Buyer, each as amended to date; any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties is bound or to which the Buyer or any

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of such properties is subject; or any statute or any judgment, decree, order, regulation or rule of any court or governmental authority;

(d) Buyer holds all necessary approvals, authorizations, permits, licenses, consents, and other permissions, whether corporate, regulatory, or otherwise required to enter into this Agreement;

(e) upon receipt of all Regulatory Approvals contemplated by Section 1.8 of Article I of this Agreement, Buyer will hold all necessary approvals, authorizations, permits, licenses, consents, and other permissions, whether corporate, regulatory, or otherwise (including any and all required approvals from the FERC and the NYPSC), required to perform its obligation under the terms of this Agreement; and

(f) no representation or warranty of Buyer made in this Agreement or in any attachment, certificate, or other document or writing delivered to, or to be delivered to, Seller pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary in order to make the representation or warranty not misleading.

**3.3 Required Notices.** Each Party shall give prompt notice to the other of the occurrence, or failure to occur, of any event which would be likely to cause (a) any representation or warranty of that Party contained in this Agreement to be or become untrue or incorrect in any respect at any time from the date hereof to the Closing or (b) that Party to become unable to comply with those covenants or satisfy those conditions required to be complied with or satisfied at or before the Closing.

**3.4 Timing and Survival.** The respective representations and warranties made by Seller and Buyer in this Agreement shall be deemed remade as of the Closing with the same force and effect as if in fact made at that time. All representations and warranties made in this Agreement shall survive and shall not merge at Closing. Anything in this Agreement to the contrary notwithstanding, the effect of the representations and warranties made in this Agreement by Seller shall not be diminished or deemed to be waived by any inspections, tests or investigations with respect to the Property made by Buyer or its agents, contractors or employees. The provisions of this Section shall apply notwithstanding any other provisions of this Agreement, and shall survive termination, cancellation, or completion of this Agreement and Closing.

#### **ARTICLE IV** **LIABILITY AND INDEMNIFICATION**

**4.1 No Assumption of Liability.** The Buyer shall not assume, and shall not be deemed to have assumed or otherwise become liable for, any liability, debt, claim, or obligation of the Seller whatsoever, whether in connection with the Property or otherwise, known or unknown, accrued or contingent, other than as expressly set forth in this Agreement.

4.2 Indemnity. To the fullest extent permitted by applicable law, Seller agrees, on behalf of itself and any other person or entity acting on behalf of Seller, to defend with counsel satisfactory

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to Buyer and to pay, protect, indemnify, release and save harmless Buyer and its direct and indirect parents and affiliates and their successors and assigns and any of the officers, directors, employees, agents, contractors, and shareholders of any of them ("Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including any and all attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including death, personal injury and property damage, claims brought by third parties for personal injury and property damage, or environmental damage or harm (including for investigation, response, removal, clean-up, and/or remediation for any Release of Hazardous Materials), (i) in connection with the Property and the Easements to the extent arising, directly or indirectly, from events occurring prior to the Closing, (ii) to the extent arising from any breach or nonperformance under this Agreement, the Easement Agreements or the Bill of Sale by Seller, including any breach of Seller representations or warranties, or (iii) arising out of the failure of any of the rights in and to the Property or Warranties to vest in Buyer upon the transfer of the Property to Buyer as contemplated hereunder.

Notwithstanding the foregoing, Seller shall not be liable to the Indemnified Parties for punitive damages or for damages due to lost profits (whether such damages are classified as consequential, indirect, special, incidental, or multiple damages) in connection with or related to this Agreement, whether or not Seller was, or should have been, aware that such damages might be incurred.

**4.3 Defense and Costs.** Seller shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by Buyer to Seller of the service of a notice, summons, complaint, petition or other service of process alleging damage, injury, liability, or expenses that may be subject to indemnification hereunder. Seller shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel satisfactory to Buyer, to respond to, defend, settle, or compromise any claim or threatened claim. In the event that Seller (i) fails to promptly undertake such defense, (ii) fails to pay said defense costs and damages, (iii) uses counsel not reasonably acceptable to the Indemnified Parties or (iv), does not allow the Indemnified Parties to be part of the settlement or compromise discussions, then the Indemnified Party(ies) shall have the right, but not the obligation, to undertake such defense and settlement discussions. In the event an Indemnified Party undertakes its own defense or pays any associated damages, whether by settlement or pursuant to judicial order, judgment or decree, then Seller shall not raise or plead as a defense to a claim by the Indemnified Party for reimbursement for all or any part of the expense so incurred that in doing so the Indemnified Party acted as volunteer or waived its right to defense, indemnification, or insurance coverage reimbursement in accordance with this Agreement. Seller understands and agrees that it shall be responsible for any and all reasonable costs and expenses incurred by Indemnified Parties to enforce this indemnification provision. Such costs incurred by the Indemnified Parties can include attorney's fees and expenses for litigation, accounting, consulting or engineering fees and related expenses, judgments, liens and encumbrances arising from such lawsuits, actions or claims whenever made or incurred. Furthermore, Seller shall, at its sole cost and expense, testify, as required by the Indemnified Parties, at any judicial or administrative proceeding, or deposition, and

shall be responsible to reimburse the Indemnified Parties for any damages the Indemnified Parties pays as a result of Seller's failure to comply with its indemnification obligations under this Article.

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4.4 Survival. The provisions of this Article shall survive completion of this Agreement and Closing.

## **ARTICLE V**

### **GENERAL PROVISIONS**

5.1 Assignment. This Agreement may not be assigned without the express written consent of both Parties hereto. The foregoing notwithstanding, either Party may assign this Agreement to an affiliate without the other Party's consent, provided, however, that no such assignment shall serve to release the assignor, pledgor or transferor of any of its obligations under this Agreement without the written consent of the non-assigning Party. For purposes of this Agreement, the term "affiliate" shall mean any entity controlling, controlled by, or under common control with the Party; "control" of an entity shall mean the ownership of, with right to vote, fifty percent (50%) or more of the outstanding voting securities, equity, membership interests, or equivalent of such entity.

5.2 Notices. Any notice required or permitted to be given hereunder shall be addressed to the Parties as follows:

If to Buyer:

Niagara Mohawk Power Corporation  
300 Erie Boulevard West  
Syracuse, New York 13202  
Attention: Director, Transmission Commercial Services  
Phone: 781-907-2422  
Email: bill.malee@us.ngrid.com

If to Seller:

Luther Forest Technology Campus Economic Development Corporation  
28 Clinton Street, Saratoga Springs, New York 12866  
Attention: President

Any notices, requests, or other correspondence and communication given under this Agreement shall be in writing and must be sent (i) by hand delivery, (ii) by registered or certified mail, return receipt requested, (iii) by a reputable national overnight courier service, postage prepaid, or (iv) facsimile transmission, addressed to the Party at its addresses or telephone facsimile number set forth above. For purposes of this Agreement, notices sent by hand delivery, overnight courier or facsimile (if followed by the original as required by this Section) shall be deemed given upon receipt and notices sent by mail shall be deemed given three (3) business days following the date of

mailing. Each Party may give notice, as herein provided, specifying a different person, address or facsimile number than that which is listed above.

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5.3 Amendments. This Agreement shall not be amended, superseded or modified, in whole or in part, except in a writing signed by both Parties.

5.4 Approvals; Entire Agreement; Effectiveness. This Agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and delivery or performance. This Agreement, the Deed, the Easement Agreements and the Bill of Sale shall be deemed to constitute the entire agreement among the Parties relating to the subject matter hereof and shall supersede all previous agreements, negotiations, courses of dealings, oral or written offers, understandings, discussions, communications and correspondence with respect thereto.

5.5 Counterparts. This Agreement and the Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original when signed, and such counterparts shall constitute one and the same instrument and shall be binding and inure to the benefit of the Parties' successors and assigns.

5.6 Applicable Law; Severability; Survival. This Agreement shall be governed by the laws of the State of New York, without regard to the conflict of laws principles contained therein. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified so as to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement. The covenants and agreements of the Parties contained in, or given pursuant to, this Agreement, shall survive the Closing until they have been fully satisfied or otherwise discharged.

5.7 Further Assurances. Before, at, and after the Closing, each of the Parties hereto agrees to take such further action and to execute and deliver such further documents and agreements as may be reasonably requested by the other in order to fulfill the intents and purposes of this Agreement.

5.8 No Third Party Beneficiaries. This Agreement is for the use and benefit of Seller and Buyer only, and not for the use and benefit of the public generally or any other person, party, or entity. Any use of, or reliance upon, this Agreement, or any performance or non-performance hereunder, by any third party shall be at the sole risk of such person.

5.9 Construction. Unless otherwise specified, references in this Agreement to Sections or Articles are to sections and articles of this Agreement. Any reference in this Agreement to any statute or any section thereof will be deemed, unless otherwise expressly stated, to be a reference to such statute or section as amended, restated or re-enacted from time to time. The division of this Agreement into Articles and Sections is for convenience only, and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word "including" or "includes" is used in this Agreement it means "including (or includes) without limitation. The Section headings of this Agreement are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

**Signatures are on following page.**

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IN WITNESS WHEREOF, the Parties have each caused this Agreement to be signed in their names and behalf by their respective duly authorized representatives as of the date first above written.

**Niagara Mohawk Power Corporation d/b/a National Grid, as Buyer**

By: Mary Ellen Paravalos  
Name: Mary Ellen Paravalos  
Title: Vice President

**Luther Forest Technology Campus Economic Development Corporation, as Seller**

By: \_\_\_\_\_  
Name: Michael Relyea  
Title: President

IN WITNESS WHEREOF, the parties hereto have each caused these presents to be signed in their names and behalf by their respective duly authorized representatives, under seal, as of the dates set forth below.

**Niagara Mohawk Power Corporation d/b/a National Grid, Buyer**

By: \_\_\_\_\_

Name: Mary Ellen Paravalos

Title: Vice President

Date: September , 2010

**Luther Forest Technology Campus Economic Development Corporation, Seller**

By: \_\_\_\_\_

Name: Michael Relyea

Title: President

Date: September 9, 2010



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## **EXHIBIT A**

### **VESTING SCHEDULE OF FEE PARCELS**

The Property listed below has been acquired by Seller either in fee or by easement with a future interest to acquire them in fee and are to be further subdivided to provide Buyer the right to have and enjoy ownership of certain portions of the parcels in fee simple absolute (the "Fee Parcels"). Seller shall convey to Buyer at the Fee Closing those Fee Parcels which Buyer elects in its sole discretion to own in fee simple absolute upon and after each of the following events: (i) Seller, at its cost and expense, having obtained approval from the respective municipality to subdivide the subject Fee Parcels from the remainder of Seller's Property; and (ii) Seller having filed a subdivision plat therefore with the respective County Clerk:

- PARCEL 2-S:** West of Brickyard Road (Little Dee) [SBL No. 253.00-1-55.11]
- PARCEL 3-S:** Brickyard Road (rear) (Hanehan) [SBL No. 253.00-1-43.31]
- PARCEL 5-S:** Brickyard Road (DeLaRosa) [SBL No. 253.00-1-36.1]
- PARCEL 7-S:** Graves Road (Wright) [SBL No. 252.00-2-8]
- PARCEL 8-S:** Graves Road (Benson) [SBL No. 252.00-2-15.11]
- PARCEL 9-S:** 12 Graves Road (Gailor) [SBL No. 252.-2-15.122]
- PARCEL 10-S:** George Thompson Road (D.A. Collins) [SBL No. 252.00-2-3]
- PARCEL 12-S:** Technology Campus [SBL No. 241.00-1-3.11]
- PARCEL 13-S:** Luther Forest Substation [SBL No. 241.00-1-3.11]

**PARCEL 1-M: (The Enclave)**

Parcel D: Lot 31 [SBL No. 229.81-1-27]

**PARCEL 5-M&S:** Former Wright Malta Site [Portion of SBL No. 241.00-1-3.11 (Stillwater)]



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**EXHIBIT B**

**ASSETS**



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## **EXHIBIT C**

### **EASEMENT AREAS**

#### **STILLWATER**

**Parcel 1-S:** NYSEG (SBL# 253.00-1-42; 253.00-1-40.2; 253.00-1-43.32; 253.00-1-55.2)

All those certain tracts, pieces or parcels of land situate, lying and being in the Town of Stillwater, County of Saratoga, State of New York, lying Northwesterly of Brickyard Road bounded and described as follows:

#### ELECTRIC TRANSMISSION LINE EASEMENT AREA

Beginning at a point at the intersection of the division line between the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds at Page 648 on the Southeast and the lands now or formerly of The Little Dee Corporation as described in Book 1431 of Deeds at Page 556 on the Northwest with the common division line between the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds at Page 648, Book 1038 of Deeds at Page 264, and Book 977 of Deeds at Page 1126 on the Southwest and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 and the lands now or formerly of Anthony J. DeMarco, Sr. and Wendy M. DeMarco as described in Book 1101 of Deeds at Page 25 on the Northeast and runs thence from said point of beginning South 65 deg. 50 min. 01 sec. East along the above last mentioned common division line 626.08 feet to a point; thence through the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds at Page 648, Book 1038 of Deeds at Page 264, Book 977 of Deeds at Page 1126, and Book 705 of Deeds at Page 62 the following ten (10) courses: 1) South 07 deg. 18 min. 19 sec. East 150.70 feet to a point; 2) thence North 66 deg. 47 min. 43 sec. West 100.04 feet to a point; 3) thence North 23 deg. 42 min. 12 sec. East 28.79 feet to a point; 4) thence North 66 deg. 10 min. 46 sec. West 544.75 feet to a point; 5) thence South 18 deg. 01 min. 14 sec. West 95.83 feet to a point; 6) thence South 35 deg. 13 min. 11 sec. East 273.32 feet to a point; 7) thence South 65 deg. 42 min. 53 sec. East 300.96 feet to a point; 8) thence North 23 deg. 42 min. 12 sec East 109.59 feet to a point; 9) thence South 66 deg. 47 min. 43 sec. East 98.21 feet to a point; and 10) thence South 24 deg. 42 min. 57 sec. West 211.45 feet to a point on the common division line between the lands now or formerly of New York State Electric and Gas Corporation as described in Book 705 of Deeds at Page 62 on the Northeast and the lands now or formerly of Daniel G. Motta and Carrie S. Shpunt-Motta as described in Book 1556 of Deeds at Page 309, lands now or formerly of James Stanley and Susan Stanley as described in Book 1480 of Deeds at Page 115, and the lands now or formerly of John I. MacDougal, Jr. and Dorothy H. MacDougal as described in Book 975 of Deeds at Page 321 on the Southwest; thence North 65 deg. 50 min. 01 sec. West along the along last mentioned common division line 422.20 feet to a point; thence North 35 deg. 13 min. 11 sec. West through the lands now or formerly of New York State Electric and Gas Corporation 317.85 feet to a point on the above first mentioned division line between the lands now or formerly of New York

State Electric and Gas Corporation on the Southeast and the lands now or formerly of The Little  
Dee Corporation on the Northwest; thence North 22 deg. 59 min. 04 sec. East along the said above

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first mentioned division line 278.21 feet to the point or place of beginning and containing 3.68 acres of land, more or less.

#### ACCESS EASEMENT AREA

Beginning at a point on the Northwesterly boundary of Brickyard Road (a.k.a. Stillwater Avenue Extension), said point being located North 24 deg. 48 min. 49 sec. East 212.39 feet as measured along said Northwesterly road boundary from its intersection with the division line between the lands now or formerly of New York State Electric and Gas Corporation as described in Book 705 of Deeds at Page 62 on the Northeast and the lands now or formerly of Daniel G. Motta and Carrie S. Shpunt-Motta as described in Book 1556 of Deeds at Page 309 on the Southwest and runs thence from said point of beginning North 66 deg. 47 min 43 sec. West through the lands now or formerly of New York State Electric and Gas Corporation in part along the Northeasterly boundary of the hereinabove described proposed electric transmission line easement 154.02 feet to a point; thence North 23 deg. 49 min. 42 sec. East through the lands now or formerly of New York State Electric and Gas Corporation 100.01 feet to a point on the Southwesterly boundary of the hereinabove described proposed electric transmission line easement; thence continuing through the lands now or formerly of New York State Electric and Gas Corporation as described in Book in Book 705 of Deeds at Page 62 along the above mentioned proposed electric transmission line easement the following two (2) courses: 1) South 66 deg. 47 min. 43 sec. East 100.04 feet to a point; and 2) thence North 07 deg. 18 min. 19 sec. West 26.70 feet to a point; thence South 66 deg. 47 min. 43 sec. East continuing through the lands now or formerly of New York State Electric and Gas Corporation 69.90 feet to a point on the above mentioned Northwesterly boundary of Brickyard Road (a.k.a. Stillwater Avenue Extension); thence South 24 deg. 48 min. 49 sec. West along the said above mentioned Northwesterly road boundary 123.05 feet to the point or place of beginning and containing 16,932± square feet of land or 0.39 acre of land, more or less.

**Parcel 2-S:** Little Dee (SBL#: 253.00-1-55.11)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally West of Brickyard Road bounded and described as follows:

#### ELECTRIC TRANSMISSION LINE EASEMENT AREA

Beginning at the point of intersection of the division line between the lands now or formerly of The Little Dee Corporation as described in Book 1431 of Deeds at Page 556 on the South and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the North with the division line between the said lands now or formerly of The Little Dee Corporation on the Northwest and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds at Page 648 on the Southeast and runs thence from said point of beginning along the last mentioned division line South 22 deg. 59 min. 04 sec.

West 302.54 feet to a point; thence through the said lands now or formerly of The Little Dee Corporation the following three (3) courses: 1) North 64 deg. 41 min. 14 sec. West 62.67 feet to a

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point; 2) North 25 deg. 18 min. 46 sec. East 287.89 feet to a point; and 3) North 18 deg. 01 min. 14 sec. East 3.64 feet to a point on the above first mentioned division line; thence along said above first mentioned division line South 76 deg. 39 min. 57 sec. East 51.97 feet to the point or place of beginning and containing 16,817± square feet or 0.39 acre of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA

Commencing at the point of intersection of the division line between the lands now or formerly of The Little Dee Corporation as described in Book 1431 of Deeds at Page 556 on the South and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the North with the division line between the said lands now or formerly of The Little Dee Corporation on the Northwest and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds at Page 648 on the Southeast; thence from said point of commencement along the last mentioned division line South 22 deg. 59 min. 04 sec. West 327.56 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of The Little Dee Corporation the following two (2) courses: 1) North 64 deg. 41 min. 14 sec. West 88.68 feet to a point; and 2) North 25 deg. 18 min. 46 sec. East 311.30 feet to a point on the above first mentioned division line; thence along said above first mentioned division line South 76 deg. 39 min. 57 sec. East 25.08 feet to a point; thence through the said lands now or formerly of The Little Dee Corporation and along the Westerly, Northwesterly and Southwesterly boundary of the hereinabove described utility easement the following three (3) courses: 1) South 18 deg. 01 min. 14 sec. West 3.64 feet to a point; 2) South 25 deg. 18 min. 46 sec. West 287.89 feet to a point; and 3) South 64 deg. 41 min. 14 sec. East 62.67 feet to a point on the division line between the said lands now or formerly of The Little Dee Corporation on the Northwest and the said lands now or formerly of New York State Electric and Gas Corporation on the Southeast; thence South 22 deg. 59 min. 04 sec. West along the last mentioned division line 25.02 feet to the point or place of beginning and containing 9,427± square feet or 0.22 acre of land, more or less.

**Parcel 3-S:** Former Hanehan (SBL# 253.00-1-433.31)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally Northwest of Brickyard Road bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Beginning at the point of intersection of the division line between the lands now or formerly of

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Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the East and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1038 of Deeds at Page 264 on the Southwest and runs thence from said point of beginning along the above first mentioned division line the following two (2) courses: 1) North 21 deg. 44 min. 38 sec. East 232.89 feet to a point; and 2) North 04 deg. 39 min. 23 sec. East 105.30 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Southeast and the said lands now or formerly of Rolling Fields Realty Corp. on the Northwest; thence North 22 deg. 55 min. 10 sec. East along the last mentioned division line 128.05 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence South 72 deg. 59 min. 18 sec. East along the last mentioned division line 25.11 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 46.40 feet to a point; and 2) South 18 deg. 01 min. 14 sec. West 422.52 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the said lands now or formerly of New York State Electric and Gas Corporation on the Southwest; thence North 65 deg. 50 min. 01 sec. West along the last mentioned division line 39.78 feet to the point or place of beginning and containing 16,521± square feet or 0.38 acre of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the East and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1038 of Deeds at Page 264 on the Southwest; thence from said point of commencement along the last mentioned division line South 65 deg. 50 min. 01 sec. East 39.78 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation and along the Easterly boundary of the hereinabove described utility easement the following two (2) courses: 1) North 18 deg. 01 min. 14 sec. East 422.52 feet to a point; and 2) North 02 deg. 05 min. 54 sec. East 46.40 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and the

lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence South 72 deg. 59 min. 18 sec. East along the last mentioned

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division line 25.87 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 43.24 feet to a point; and 2) South 18 deg. 01 min. 14 sec. West 428.71 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the said lands now or formerly of New York State Electric and Gas Corporation on the Southwest; thence North 65 deg. 50 min. 01 sec. West along the last mentioned division line 25.14 feet to the point or place of beginning and containing 11,761± square feet or 0.27 acre of land, more or less.

**Parcel 4-S: Rolling Fields (SBL# 253.00-1-55.122)**

All those certain tracts, pieces or parcels of land situate, lying and being in the Town of Stillwater, County of Saratoga, State of New York, lying Northwesterly of Brickyard Road, and being more particularly bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Beginning at a point at the intersection of the division line between the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the East with the common division line between the said lands now or formerly of Rolling Fields Realty Corp. on the North and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds as Page 648 and lands now or formerly of The Little Dee Corporation as described in Book 1431 of Deeds at Page 556 on the South and runs thence from said point of beginning along the above last mentioned common division line the following two (2) courses: 1) North 65 deg. 50 min. 01 sec. West 58.99 feet to a point; and 2) North 76 deg. 39 min. 57 sec. West 51.97 feet to a point; thence through the said lands now or formerly of Rolling Fields Realty Corp. the following two (2) courses: 1) North 18 deg. 01 min. 14 sec. East 395.22 feet to a point; and 2) North 02 deg. 05 min. 54 sec. East 65.37 feet to a point on the division line between the said lands now or formerly of Rolling Fields Realty Corp. on the South and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence South 72 deg. 59 min. 18 sec. East along the above last mentioned division line 130.12 feet to its intersection with the above first mentioned division line; thence along said above first mentioned division line the following three (3) courses: 1) South 22 deg. 55 min. 10 sec. West 128.05 feet to a point; 2) South 04 deg. 39 min. 23 sec. West 105.30 feet to a point; and 3) South 21 deg. 44 min. 38 sec. West 232.89 feet the point or place of beginning and containing 1.21 acres of land, more or less.



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TREE TRIMMING AND CLEARING EASEMENT AREA

Commencing at a point at the intersection of the division line between the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the East with the common division line between the said lands now or formerly of Rolling Fields Realty Corp. on the North and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds as Page 648 and lands now or formerly of The Little Dee Corporation as described in Book 1431 of Deeds at Page 556 on the South; thence from said point of commencement along the above last mentioned common division line the following two (2) courses: 1) North 65 deg. 50 min. 01 sec.

West 58.99 feet to a point; and 2) North 76 deg. 39 min. 57 sec. West 51.97 feet to the point or place of beginning and runs thence from said point of beginning continuing along the last mentioned common division line North 76 deg. 39 min. 57 sec. West 2.71 feet to a point; thence through the said lands now or formerly of Rolling Fields Realty Corp. the following two (2) courses: 1) North 14 deg. 50 min. 26 sec. East 390.25 feet to a point; and 2) North 02 deg. 05 min.

54 sec. East 70.92 feet to a point on the division line between the said lands now or formerly of Rolling Fields Realty Corp. on the South and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence South 72 deg. 59 min. 18 sec. East along the last mentioned division line 25.87 feet to a point; thence through the said lands now or formerly of Rolling Fields Realty Corp. and along the Westerly boundary of the hereinabove described utility easement the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 65.37 feet to a point; and 2) South 18 deg. 01 min. 14 sec. West 395.22 feet to the point or place of beginning and containing 7,042± square feet or 0.16 acre of land, more or less.

**Parcel 5-S:** Delarosa (SBL# 253.00-1-36.1)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally West of Brickyard Road bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Beginning at the point of intersection of the division line between the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the South with the division line between the said lands now or formerly of Rolling Fields Realty Corp. on the Northwest and the lands now or formerly of Luther Forest

Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the Southeast and runs thence from said point of beginning along the above first

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mentioned division line North 72 deg. 59 min. 18 sec. West 130.12 feet to a point; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa North 02 deg. 05 min. 54 sec. East 835.18 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the South and the lands now or formerly of Country Club Acres, Inc. as described in Book 1507 of Deeds at Page 592 lands formerly of Robert VanPatten as described in Book 913 of Deeds at Page 436 on the North; thence South 73 deg. 28 min. 01 sec. East along the last mentioned division line 154.89 feet to a point; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa South 02 deg. 05 min. 54 sec. West 836.52 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the North and the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the South; thence North 72 deg. 59 min. 18 sec. West along the last mentioned division line 25.11 feet to the point or place of beginning and containing 2.88 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at the point of intersection of the division line between the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the South with the division line between the said lands now or formerly of Rolling Fields Realty Corp. on the Northwest and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the Southeast; thence from said point of commencement along the above first mentioned division line North 72 deg. 59 min. 18 sec. West 130.12 feet to the point or place of beginning and runs thence from said point of beginning continuing along said above first mentioned division line North 72 deg. 59 min. 18 sec. West 25.87 feet to a point; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa North 02 deg. 05 min. 54 sec. East 834.96 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the South and the lands now or formerly of Country Club Acres, Inc. as described in Book 1507 of Deeds at Page 592 lands formerly of Robert VanPatten as described in Book 913 of Deeds at Page 436 on the North; thence South 73 deg. 28 min. 01 sec. East along the last mentioned division line 25.81 feet to a point; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa and along the Westerly boundary of the hereinabove described 150-foot-wide utility easement South 02 deg. 05 min. 54 sec. West 835.18 feet to the point or place of beginning and containing 20,877± square feet or 0.48 acre of land, more or less.

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TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at the point of intersection of the division line between the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the South with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Southeast and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the Northwest; thence from said point of commencement along the above first mentioned division line South 72 deg. 59 min. 18 sec. East 25.11 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa and along the Easterly boundary of the hereinabove described 150-foot-wide utility easement North 02 deg. 05 min. 54 sec. East 836.52 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the South and the lands now or formerly of Country Club Acres, Inc. as described in Book 1507 of Deeds at Page 592 lands formerly of Robert VanPatten as described in Book 913 of Deeds at Page 436 on the North; thence South 73 deg. 28 min. 01 sec. East along the last mentioned division line 25.81 feet to a point; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa South 02 deg. 05 min. 54 sec. West 836.74 feet to a point on the above first mentioned division line; thence along said above first mentioned division line North 72 deg. 59 min. 18 sec. West 25.87 feet to the point or place of beginning and containing 20,916± square feet or 0.48 acre of land, more or less.

**Parcel 6-S:** Country Club Acres (SBL# 253.00-1-52)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally Southeast of Mechanicville - Stillwater Center County Road 75 bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Country Club Acres, Inc. as described in Book 1507 of Deeds at Page 592 and Instrument No. 9903192 lands formerly of Robert VanPatten as described in Book 913 of Deeds at Page 436 on the South and the lands now or formerly of Ronald D. Revers and Adrienne B. Revers as described in Book 972 of Deeds at Page 78 on the North; thence from said point of commencement along said Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 South 34 deg. 19 min. 34 sec. East

371.40 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Country Club Acres, Inc. the following two (2) courses: 1) South

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72 deg. 45 min. 56 sec. East 4,059.53 feet to a point; and 2) South 02 deg. 05 min. 54 sec. West 179.81 feet to a point on the division line between the said lands now or formerly of Country Club Acres, Inc. on the North and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the South; thence North 73 deg. 28 min. 01 sec. West along the last mentioned division line 154.89 feet to a point; thence through the said lands now or formerly of Country Club Acres, Inc. the following two (2) courses: 1) North 02 deg. 05 min. 54 sec. East 26.38 feet to a point; and 2) North 72 deg. 45 min. 56 sec. West 3,776.59 feet to a point on the said Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Northeasterly 1938 highway boundary the following two (2) courses: 1) North 28 deg. 48 min. 40 sec. West 134.96 feet to a point; and 2) North 34 deg. 19 min. 34 sec. West 90.60 feet to the point or place of beginning and containing 13.83 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at a point on the Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 339 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Country Club Acres, Inc. as described in Book 1507 of Deeds at Page 592 and Instrument No. 9903192 lands formerly of Robert VanPatten as described in Book 913 of Deeds at Page 436 on the South and the lands now or formerly of Ronald D. Revers and Adrienne B. Revers as described in Book 972 of Deeds at Page 78 on the North; thence from said point of commencement along said Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 South 34 deg. 19 min. 34 sec. East 331.19 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Country Club Acres, Inc. the following two (2) courses: 1) South 72 deg. 45 min. 56 sec. East 4,110.16 feet to a point; and 2) South 02 deg. 05 min. 54 sec. West 205.38 feet to a point on the division line between the said lands now or formerly of Country Club Acres, Inc. on the North and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the South; thence North 73 deg. 28 min. 01 sec. West along the last mentioned division line 25.81 feet to a point; thence through the said lands now or formerly of Country Club Acres, Inc. and along the Easterly and Northerly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) North 02 deg. 05 min. 54 sec. East 179.81 feet to a point; and 2) North 72 deg. 45 min. 56 sec. West 4,059.53 feet to a point on the above mentioned Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Northeasterly 1938 highway boundary North 34 deg. 19 min. 34 sec. West 40.21 feet to the point or place of beginning and containing 2.45 acres of land, more or less.

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TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at a point on the Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Country Club Acres, Inc. as described in Book 1507 of Deeds at Page 592 and Instrument No. 9903192 lands formerly of Robert VanPatten as described in Book 913 of Deeds at Page 436 on the South and the lands now or formerly of Ronald D. Revers and Adrienne B. Revers as described in Book 972 of Deeds at Page 78 on the North; thence from said point of commencement along said Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 the following two (2) courses: 1) South 34 deg. 19 min. 34 sec. East 462.00 feet to a point; and 2) South 28 deg. 48 min. 40 sec. East 134.96 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Country Club Acres, Inc. and along the Southerly and Westerly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) South 72 deg. 45 min. 56 sec. East 3,776.59 feet to a point; and 2) South 02 deg. 05 min. 54 sec. West 26.38 feet to a point on the common division line between the said lands now or formerly of Country Club Acres, Inc. on the North and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 and lands now or formerly of Robert G. Meyer as described in Book 964 of Deeds at Page 47 on the South; thence North 73 deg. 28 min. 01 sec. West along the last mentioned common division line 2,605.52 feet to its point of intersection with the division line between the said lands now or formerly of Country Club Acres, Inc. on the North and the lands now or formerly of Edward C. Tomlinson and Jo Ann M. Tomlinson as described in Book 964 of Deeds at Page 933 on the South; thence North 72 deg. 46 min. 46 sec. West along the last mentioned division line 912.21 feet to a point; thence through the said lands now or formerly of Country Club Acres, Inc. the following two (2) courses: 1) North 08 deg. 26 min. 34 sec. East 32.97 feet to a point; and 2) North 72 deg. 45 min. 56 sec. West 264.50 feet to a point on the Easterly highway boundary of Mechanicville - Stillwater Center County Road 75 as established as a 3-rod right-of-way; thence along said Easterly highway boundary in a Northerly direction along a curve to the left having a radius of 741.18 feet, an arc length of 2.12 feet and a chord bearing of North 21 deg. 13 min. 22 sec. West 2.12 feet to its point of intersection with the Southeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Southeasterly 1938 highway boundary North 55 deg. 40 min. 26 sec. East 20.31 feet to its point of intersection with the Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Northeasterly 1938 highway boundary North 28 deg. 48 min. 40 sec. West 10.71 feet to the point or place of beginning and containing 3.83 acres of land, more or less.

TOGETHER WITH all those certain tracts, pieces or parcels of land situate, lying and being in the Town of Stillwater, County of Saratoga, State of New York, lying generally East of County Road 75, being an easement 30 feet in width the centerline of which is described as follows:





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ACCESS ROAD EASEMENT AREA "F"

Beginning at a point on the Northeasterly boundary of County Road 75, said point being distant South 34 deg. 19 min. 34 sec. East 254.04 feet as measured along the Northeasterly boundary of County Road 75 from its intersection with the division line between the lands now or formerly of Country Club Acres, Inc. as described in Book 1507 of Deeds at Page 592 (Instrument No. 9903192) lands formerly of Robert Van Patten as described in Book 913 of Deeds at Page 436 on the South and the lands now or formerly of Ronald D. Revers and Adrienne B. Revers as described in Book 972 of Deeds at Page 78 on the North and runs thence from said point of beginning along the centerline of the proposed 30-foot-wide Access Road Easement "F" through the said lands now or formerly of Country Club Acres, Inc. the following ten (10) courses: 1) North 60 deg. 45 min. 46 sec. East 36.13 feet to a point of curvature; 2) in an Easterly direction along a curve to the right having a radius of 140.00 feet, a chord bearing of North 84 deg. 25 min. 39 sec. East and a chord distance of 112.39 feet, an arc length of 115.65 feet to a point of tangency; 3) South 71 deg. 54 min. 27 sec. East 116.14 feet to a point; 4) South 73 deg. 16 min. 51 sec. East 684.63 feet to a point; 5) South 71 deg. 33 min. 21 sec. East 413.62 feet to a point; 6) South 77 deg. 27 min. 38 sec. East 108.28 feet to a point, said point being the point of beginning of the hereinafter described 30-foot-wide Access Road Easement "F-1"; 7) South 59 deg. 39 min. 19 sec. East continuing along the centerline of Access Road Easement "F", a distance of 100.34 feet to a point; 8) South 62 deg. 09 min. 26 sec. East 19.39 feet to a point; 9) South 21 deg. 42 min. 09 sec. West 95.83 feet to a point; and 10) South 34 deg. 27 min. 15 sec. West 26.59 feet to a point on the Northerly boundary of a proposed 150±-foot-wide utility easement, said point being situate South 72 deg. 45 min. 56 sec. East 1,460.19 feet from the Northwest corner of said 150±-foot-wide utility easement.

Being a strip of land 30 feet in width, 15 feet each side of and parallel to the hereinabove described centerline and being approximately 1,709 feet in length.

ACCESS ROAD EASEMENT AREA "F-1"

Beginning at the Easterly terminus of the hereinabove described Course 6 of Access Road Easement "F" and runs thence from said point of beginning along the centerline of the 30-foot-wide Access Road Easement "F-1" through the lands now or formerly of Country Club Acres, Inc. the following nine (9) courses: 1) North 81 deg. 05 min. 29 sec. East 100.14 feet to a point of curvature; 2) in an Easterly direction along a curve to the left having a radius of 300.00 feet, a chord bearing of North 69 deg. 21 min. 36 sec. East and a chord distance of 121.99 feet, an arc length of 122.85 feet to a point of tangency; 3) North 57 deg. 37 min. 44 sec. East 65.54 feet to a point of curvature; 4) in an Easterly direction along a curve to the right having a radius of 100.00

feet, a chord bearing of North 82 deg. 34 min. 18 sec. East and a chord distance of 84.34 feet, an arc length of 87.07 feet to a point of tangency; 5) South 72 deg. 29 min. 09 sec. East 232.89 feet to

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a point of curvature; 6) in a Southeasterly direction along a curve to the right having a radius of 250.00 feet, a chord bearing of South 59 deg. 32 min. 36 sec. East and a chord distance of 111.98 feet, an arc length of 112.94 feet to a point; 7) South 46 deg. 36 min. 04 sec. East 101.89 feet to a point; 8) South 33 deg. 13 min. 21 sec. East 172.22 feet to a point; and 9) South 08 deg. 50 min. 42 sec. East 168.86 feet to a point on the Northerly boundary of a proposed 150±-foot-wide utility easement, said point being situate South 72 deg. 45 min. 56 sec. East 2,313.45 feet from the Northwest corner of said 150±-foot-wide utility easement.

Being a strip of land 30 feet in width, 15 feet each side of and parallel to the hereinabove described centerline and being approximately 1,185 feet in length.

**Parcel 6.5-S:** County Route 75 (SBL# unassigned)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, being a portion of Mechanicville - Stillwater Center County Road 75 bounded and described as follows:

#### ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the Southwesterly highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence from said point of commencement along said Southwesterly highway boundary of Mechanicville - Stillwater Center County Road 75 South 33 deg. 47 min. 53 sec. East 53.30 feet to the point or place of beginning and runs thence from said point of beginning through and across the road bed of Mechanicville - Stillwater Center County Road 75 South 72 deg. 45 min. 56 sec. East 110.04 feet to a point on the Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Northeasterly highway boundary the following two (2) courses: 1) South 34 deg. 19 min. 34 sec. East 90.60 feet to a point; and 2) South 28 deg. 48 min. 40 sec. East 134.96 feet to a point; thence through and across the road bed of Mechanicville - Stillwater Center County Road 75 North 72 deg. 45 min. 56 sec. West 93.42 feet to a point on the Westerly highway boundary of Mechanicville - Stillwater Center County Road 75; thence along the Westerly and Southwesterly

highway boundary of Mechanicville - Stillwater Center County Road 75 the following two (2) courses: 1) North 20 deg. 16 min. 02 sec. West 1.92 feet to a point; and 2) North 33 deg. 47 min. 53 sec. West 236.10 feet to the point or place of beginning and containing 15,794± square feet or 0.36 acre of land, more or less.

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TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at a point on the Southwesterly highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence from said point of commencement along said Southwesterly highway boundary South 33 deg. 47 min. 53 sec. East 13.55 feet to the point or place of beginning and runs thence from said point of beginning through and across the road bed of Mechanicville - Stillwater Center County Road 75 South 72 deg. 45 min. 56 sec. East 109.45 feet to a point on the Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Northeasterly highway boundary South 34 deg. 19 min. 34 sec. East 40.21 feet to a point on the Northerly boundary of the hereinabove described utility easement; thence through and across the road bed of Mechanicville - Stillwater Center County Road 75 and along the Northerly boundary of the hereinabove described utility easement North 72 deg. 45 min. 56 sec. West 110.04 feet to a point on said Southwesterly highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Southwesterly highway boundary North 33 deg. 47 min. 53 sec. West 39.75 feet to the point or place of beginning and containing 2,744± square feet or 0.06 acre of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at a point on the Southwesterly highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence from said point of commencement along the Southwesterly and Westerly road boundary of Mechanicville - Stillwater Center County Road 75 the following two (2) courses: 1) South 33 deg. 47 min. 53 sec. East 289.40 feet to a point; and 2) South 20 deg. 16 min. 02 sec. East 1.92 feet to the point or place of beginning and runs thence from said point of beginning through and across the road bed of Mechanicville - Stillwater Center County Road 75 and along the Southerly boundary of the hereinabove described proposed utility easement South 72 deg. 45 min. 56 sec. East 93.42 feet to a point on the Northeasterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along the Northeasterly and Southeasterly 1938 highway boundary of

Mechanicville - Stillwater Center County Road 75 the following two (2) courses: 1) South 28 deg. 48 min. 40 sec. East 10.71 feet to a point; and 2) South 55 deg. 40 min. 26 sec. West 20.31 feet to a

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point on the Easterly highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Easterly highway boundary in a Southerly direction along a curve to the right having a radius of 741.18 feet, an arc length of 2.12 feet and a chord bearing of South 21 deg. 13 min. 22 sec. East 2.12 feet to a point; thence through and across the road bed of Mechanicville - Stillwater Center County Road 75 North 72 deg. 45 min. 56 sec. West 70.64 feet to a point on the Westerly highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Westerly highway boundary North 20 deg. 16 min. 02 sec. West 31.51 feet to the point or place of beginning and containing 2,140± square feet or 0.05 acre of land, more or less.

**Parcel 7-S: Former Wright (SBL# 252.00-2-8)**

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Southwesterly of Mechanicville - Stillwater Center County Road 75 bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 33.53 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 South 72 deg. 45 min. 56 sec. East 40.80 feet to a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Southwesterly 1938 highway boundary the following two (2) courses: 1) South 33 deg. 47 min. 53 sec. East 236.10 feet to a point; and 2) South 20 deg. 16 min. 02 sec. East 1.92 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 North 72 deg. 45 min. 56 sec. West 222.62 feet to a point on the above first mentioned division line; thence along said above first mentioned division line North 16 deg. 07 min. 26 sec. East 150.03 feet to the point or place of beginning and containing 19,810± square feet of land or 0.45 acre of land, more or less.

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TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 8.53 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 South 72 deg. 45 min. 56 sec. East 10.37 feet to a point on the above mentioned Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence South 33 deg. 47 min. 53 sec. East along said Southwesterly 1938 highway boundary 39.75 feet to a point on the Northerly boundary of the hereinabove described 150-foot-wide utility easement to be granted to National Grid; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 and along the Northerly boundary of the hereinabove described 150-foot-wide utility easement North 72 deg. 45 min. 56 sec. West 40.80 feet to a point on the above first mentioned division line; thence along said above first mentioned division line North 16 deg. 07 min. 26 sec. East 25.00 feet to the point or place of beginning and containing 640± square feet or 0.01 acre of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 183.56 feet to the point or place of beginning, said point being on the Southerly boundary of the hereinabove described 150-foot-wide utility easement to be granted to National Grid and runs thence from said point of beginning along said Southerly boundary of the hereinabove described 150-foot-wide utility easement South 72 deg. 45 min. 56 sec. East 222.62 feet to a point on the Westerly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Westerly 1938 highway boundary South 20 deg. 16 min. 02 sec. East 31.51 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation

as described in Book 1763 of Deeds at Page 143 North 72 deg. 45 min. 56 sec. West 241.32 feet to a point on the above first mentioned division line; thence along said above first mentioned division

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line North 16 deg. 07 min. 26 sec. East 25.00 feet to the point or place of beginning and containing 5,799± square feet or 0.13 acre of land, more or less.

**Parcel 8-S:** Former Benson (SBL# 252.00-2-15.11)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally West of Mechanicville - Stillwater Center County Road 75 bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 33.53 feet to the point or place of beginning and runs thence from said point of beginning continuing along the above first mentioned division line South 16 deg. 07 min. 26 sec. West 150.03 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) North 72 deg. 45 min. 56 sec. West 97.16 feet to a point; 2) South 20 deg. 12 min. 43 sec. West 2,680.43 feet to a point; and 3) North 73 deg. 09 min. 19 sec. West 1,421.67 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest; thence North 27 deg. 36 min. 51 sec. East along the last mentioned division line 152.69 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) South 73 deg. 09 min. 19 sec. East 1,251.71 feet to a point; 2) North 20 deg. 12 min. 43 sec. East 2,681.40 feet to a point; and 3) South 72 deg. 45 min. 56 sec. East 236.65 feet to the point or place of beginning and containing 14.41 acres of land, more or less.

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TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 183.56 feet to the point or place of beginning and runs thence from said point of beginning continuing along the above first mentioned division line South 16 deg. 07 min. 26 sec. West 25.00 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following two (2) courses: 1) North 72 deg. 45 min. 56 sec. West 73.91 feet to a point; and 2) South 20 deg. 12 min. 43 sec. West 1,694.49 feet to a point on the common division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and the lands now or formerly of William R. Ritter, Jr. and Tina M. Ritter as described in Book 1536 of Deeds at Page 260, lands now or formerly of Elizabeth S. Defibaugh as described in Book 1363 of Deeds at Page 478, lands now or formerly of Mark Becker and Joyce V. Becker as described in Instrument No. 2007002257, lands now or formerly of Gerald V. Mormile III and Michele M. Mormile as described in Book 1340 of Deeds at Page 149 and lands now or formerly of Christine Hoogkamp as described in Book 1646 of Deeds at Page 124 on the East; thence South 20 deg. 12 min. 43 sec. West along the last mentioned common division line 985.78 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 on the South; thence North 73 deg. 09 min. 19 sec. West along the last mentioned division line 1,450.00 feet to its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest; thence North 27 deg. 36 min. 51 sec. East along the last mentioned division line 25.45 feet to a point on the Southerly boundary of the hereinabove described 150-foot-wide utility easement; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Southerly boundary of the hereinabove described 150-foot-wide utility easement South 73 deg. 09 min. 19 sec. East 1,421.67 feet to a point on the Easterly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Easterly boundary of the hereinabove described 150-foot-wide utility easement North 20 deg. 12 min. 43 sec. East 2,680.43 feet to a point on Southerly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands

now or formerly of Luther Forest Technology Campus Economic Development Corporation and along said Southerly boundary of the hereinabove described 150-foot-wide utility easement South

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72 deg. 45 min. 56 sec. East 97.16 feet to the point or place of beginning and containing 2.41 acres of land, more or less.

## TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 8.53 feet to the point or place of beginning and runs thence from said point of beginning continuing along the above first mentioned division line South 16 deg. 07 min. 26 sec. West 25.00 feet to a point on the Northerly boundary of the hereinabove described 150-foot-wide utility easement; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Northerly boundary of the hereinabove described 150-foot-wide utility easement North 72 deg. 45 min. 56 sec. West 236.65 feet to a point on the Westerly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Westerly boundary of the hereinabove described 150-foot-wide utility easement South 20 deg. 12 min. 43 sec. West 2,681.40 feet to a point on the Northerly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Northerly boundary of the hereinabove described 150-foot-wide utility easement North 73 deg. 09 min. 19 sec. West 1,251.71 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest; thence North 27 deg. 36 min. 51 sec. East along the last mentioned division line 25.45 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) South 73 deg. 09 min. 19 sec. East 1,223.38 feet to a point; 2) North 20 deg. 12 min. 43 sec. East 2,681.56 feet to a point; and 3) South 72 deg. 45 min. 56 sec. East 259.90 feet to the point or place of beginning and containing 2.39 acres of land, more or less.

EXCEPTING from the immediately preceding Parcel 8-S Electric Transmission Line Easement Area and Tree Trimming and Clearing Easement Area No. 1 and No. 2 and reserving unto Luther Forest Technology Campus Economic Development Corporation and its successors and assigns a

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permanent easement for pedestrian and vehicular ingress and egress across the same at points and over passageways to be determined by Luther Forest Technology Campus Economic Development Corporation or its successors or assigns in its sole and absolute discretion.

#### ACCESS EASEMENT AREA

COMMENCING at a point on the Westerly road boundary of Mechanicville - Stillwater Center County Road 75 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 lands formerly of Jeffrey L. Benson and Bruce D. Benson on the South and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the North; thence from said point of commencement along said Westerly road boundary of Mechanicville - Stillwater Center County Road 75 South 07 deg. 52 min. 04 sec. East 15.30 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following four (4) courses: 1) North 86 deg. 27 min. 34 sec. West 436.00 feet to a point; 2) North 13 deg. 04 min. 49 sec. West 77.00 feet to a point; 3) North 51 deg. 11 min. 03 sec. West 30.15 feet to a point on the Easterly boundary of 25-Foot-Wide Danger Tree Trimming and Clearing Easement No. 1, said point being situate North 20 deg. 12 min. 43 sec. East as measured along said Easterly boundary of said 25-Foot-Wide Danger Tree Trimming and Clearing Easement No. 1 1,393.33 feet from its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the North and the lands now or formerly of William R. Ritter, Jr. and Tina M. Ritter as described in Book 1536 of Deeds at Page 260 on the South and 4) North 66 deg. 08 min. 50 sec. West through said 25-Foot-Wide Danger Tree Trimming and Clearing Easement No. 1 a distance of 25.05 feet to a point on the Easterly boundary of a 150-Foot-Wide proposed utility easement to be granted to National Grid and being the point of terminus of the hereinabove described access easement.

Being a strip of land 30 feet in width and 568± feet in length as measured along its centerline to be used for ingress and egress.

**Parcel 9-S:** Former Gailor (SBL# 252.00-2-15.122)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally West of Mechanicville - Stillwater Center County Road 75 and generally East of George Thompson Road bounded and described as follows:

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ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the common division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 and lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the South at its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast; thence from said point of commencement along the last mentioned division line North 27 deg. 36 min. 51 sec. East 25.45 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) North 73 deg. 09 min. 19 sec. West 969.29 feet to a point; and 2) North 42 deg. 56 min. 46 sec. West 1,053.35 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East and the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West; thence North 19 deg. 18 min. 00 sec. East along the last mentioned division line 169.50 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,091.79 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 957.33 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast; thence South 27 deg. 36 min. 51 sec. West along the last mentioned division line 152.69 feet to the point or place of beginning and containing 7.01 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Beginning at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the

Southeast with the common division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No.

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2008001335 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 and lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the South and runs thence from said point of beginning along the last mentioned common division line the following two (2) courses: 1) North 73 deg. 37 min. 21 sec. West 670.47 feet to a point; and 2) North 73 deg. 17 min. 12 sec. West 290.30 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 North 42 deg. 56 min. 46 sec. West 1,059.12 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East and the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West; thence North 19 deg. 18 min. 00 sec. East along the last mentioned division line 28.25 feet to a point on the Southwesterly boundary of the hereinabove described 150-foot-wide utility easement; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 and along the Southwesterly and Southerly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,053.35 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 969.29 feet to a point on above first mentioned division line; thence along said above first mentioned division line South 27 deg. 36 min. 51 sec. West 25.45 feet to the point or place of beginning and containing 1.24 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast with the common division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 and lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the South; thence from said point of commencement along the above first mentioned division line North 27 deg. 36 min. 51 sec. East 178.14 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 and along the Northerly and Northeasterly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) North 73 deg. 09 min. 19 sec. West 957.33 feet to a point; and 2) North 42 deg. 56 min. 46 sec. West 1,091.79 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Southeast and the lands now or formerly of D.A. Collins

Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the Northwest; thence North 19 deg. 18 min. 00 sec. East along the last mentioned division line 28.25 feet to a point;

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thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,098.20 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 955.34 feet to a point on above first mentioned division line; thence along said above first mentioned division line South 27 deg. 36 min. 51 sec. West 25.45 feet to the point or place of beginning and containing 1.18 acres of land, more or less.

EXCEPTING from the immediately preceding Parcel 9-S Electric Transmission Line Easement Area and Tree Trimming and Clearing Easement Area No. 1 and No. 2 and reserving unto Luther Forest Technology Campus Economic Development Corporation and its successors and assigns a permanent easement for pedestrian and vehicular ingress and egress across the same at points and over passageways to be determined by Luther Forest Technology Campus Economic Development Corporation or its successors or assigns in its sole and absolute discretion.

**Parcel 10-S: D.A. Collins (SBL# 252.00-2-3)**

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally Southeast of George Thompson Road bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at the point of intersection of the division line between the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and the lands now or formerly of Dean E. Mayes and Maryclaire T. Mayes as described in Book 1390 of Deeds at Page 659 on the North; thence from said point of commencement along the above first mentioned division line South 19 deg. 18 min. 00 sec. West 1,042.80 feet to the point or place of beginning and runs thence from said point of beginning continuing along said above first mentioned division line South 19 deg. 18 min. 00 sec. West 169.50 feet to a point; thence through the said lands now or formerly of D.A. Collins Construction Co., Inc. and through the road bed of George Thompson Road as established as a 3-rod right-of-way the following two (2) courses: 1) North 42 deg. 56 min. 46 sec. West 818.99 feet to a point;

and 2) North 72 deg. 16 min. 29 sec. West 951.32 feet to a point on the centerline of George Thompson Road; thence along the centerline of George Thompson Road the following two (2) courses: 1) North 23 deg. 33 min. 24 sec. East 66.05 feet to a point; and 2) North 24 deg. 27 min. 50 sec. East 84.87 feet to a point; thence through the road bed of George Thompson Road and through the said lands now or formerly of D.A. Collins Construction Co., Inc. the following two (2)

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courses: 1) South 72 deg. 16 min. 29 sec. East 973.90 feet to a point; and 2) South 42 deg. 56 min. 46 sec. East 779.31 feet to the point or place of beginning and containing 6.07 acres of land, more or less.

#### ACCESS EASEMENT AREA

Together with a 20-foot-wide access easement from Graves Road Southerly to the above described 150 foot wide utility easement approximately 2,513± feet in length and a portion of the 20-foot-wide Access Road Easement "A" as described in Instrument No. 2008029777.

#### TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at the point of intersection of the division line between the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and the lands now or formerly of Dean E. Mayes and Maryclaire T. Mayes as described in Book 1390 of Deeds at Page 659 on the North; thence from said point of commencement along the above first mentioned division line South 19 deg. 18 min. 00 sec. West 1,014.55 feet to the point or place of beginning and runs thence from said point of beginning along said above first mentioned division line South 19 deg. 18 min. 00 sec. West 28.25 feet to a point; thence through the said lands now or formerly of D.A. Collins Construction Co., Inc. and through the road bed of George Thompson Road and along the Northeasterly and Northerly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) North 42 deg. 56 min. 46 sec. West 779.31 feet to a point; and 2) North 72 deg. 16 min. 29 sec. West 973.90 feet to a point on the centerline of George Thompson Road; thence along the centerline of George Thompson Road North 24 deg. 27 min. 50 sec. East 25.17 feet to a point; thence through the road bed of George Thompson Road and through the said lands now or formerly of D.A. Collins Construction Co., Inc. the following two (2) courses: 1) South 72 deg. 16 min. 29 sec. East 977.49 feet to a point; and 2) South 42 deg. 56 min. 46 sec. East 772.69 feet to the point or place of beginning and containing 1.01 acres of land, more or less.

#### TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at the point of intersection of the division line between the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development

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Corporation as described in Instrument No. 2008001335 on the East with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and the lands now or formerly of Dean E. Mayes and Maryclaire T. Mayes as described in Book 1390 of Deeds at Page 659 on the North; thence from said point of commencement along the above first mentioned division line South 19 deg. 18 min. 00 sec. West 1,212.30 feet to the point or place of beginning and runs thence from said point of beginning continuing along said above first mentioned division line South 19 deg. 18 min. 00 sec. West 28.25 feet to a point; thence through the said lands now or formerly of D.A. Collins Construction Co., Inc. and through the road bed of George Thompson Road the following two (2) courses: 1) North 42 deg. 56 min. 46 sec. West 825.60 feet to a point; and 2) North 72 deg. 16 min. 29 sec. West 947.33 feet to a point on the centerline of George Thompson Road; thence along the centerline of George Thompson Road North 23 deg. 33 min. 24 sec. East 25.13 feet to a point on the Southerly boundary of the hereinabove described 150-foot-wide utility easement; thence through the road bed of George Thompson Road and through the said lands now or formerly of D.A. Collins Construction Co., Inc. and along the Southerly and Southwesterly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) South 72 deg. 16 min. 29 sec. East 951.32 feet to a point; and 2) South 42 deg. 56 min. 46 sec. East 818.99 feet to the point or place of beginning and containing 1.02 acres of land, more or less.

**Parcel 11-S:** The Luther Forest Corporation (SBL# 242.00-1-96.1)

All that certain tract, piece or parcel of land situate, lying and being in the Town of Stillwater, County of Saratoga, State of New York, lying Northwesterly of George Thompson Road, crossing Elmore Robinson Road and Easterly of Cold Spring Road shown as "Proposed Easement No. 1" (hereinafter referred to as the "ETL Easement") on that certain map made and prepared by C.T. Male Associates, P.C. entitled "Proposed Easement Map Portion Of Lands Now Or Formerly Of The Luther Forest Corporation To Be Granted To Luther Forest Technology Campus Economic Development Corporation Electric Transmission Line, Town of Stillwater, County of Saratoga, State of New York," Dwg. No. 07-306, Sheets 1 and 2 of 2, dated March 10, 2009, last revised March 4, 2010, filed in the Saratoga County Clerk's Office on March 4, 2010 as Map No. M201044 (the "Map"), bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Beginning at a point at the intersection of the centerline of George Thompson Road with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the North and the lands now or formerly of Johanna M. Dyer as described in Book 1247 of Deeds at Page 285 on the South and runs thence from said point of beginning along said division line the following four (4) courses: 1) North 72 deg. 10 min. 12 sec. West 743.12 feet to a point; 2) thence North 73 deg. 26 min. 31 sec. West 293.18 feet to a point; 3) thence North 74 deg. 53 min. 27 sec. West 282.48 feet to a point; and 4) thence North 73 deg. 09

min. 33 sec. West 62.93 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation the following two (2) courses: 1) North 27 deg. 09 min. 27 sec. West 877.52 feet to a point; and 2) thence North 54 deg. 12 min. 06 sec. West 1,414.18 feet to a point on the

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common division line between the lands now or formerly of The Luther Forest Corporation on the East and the lands now or formerly of Vincent Krasuski, Jr. as described in Book 1507 of Deeds at Page 592 and lands now or formerly of the City of Mechanicville as shown on the Map on the West; thence along the above last mentioned common division line the following three (3) courses:

1) North 19 deg. 27 min. 15 sec. East 654.99 feet to a point; 2) thence North 41 deg. 27 min. 15 sec. East 670.15 feet to a point; and 3) thence North 22 deg. 23 min. 04 sec. East 118.00 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation the following eight (8) courses: 1) North 22 deg. 23 min. 04 sec. East 193.55 feet to a point; 2) thence North 15 deg. 11 min. 42 sec. East 570.68 feet to a point; 3) thence North 04 deg. 03 min. 03 sec. East 1,510.40 feet to a point; 4) thence North 30 deg. 38 min. 44 sec. East crossing the centerline of Elmore Robinson Road at 265.19 feet, a total course distance of 1,095.81 feet to a point; 5) thence North 15 deg. 11 min. 42 sec. East 2,386.75 feet to a point; 6) thence North 41 deg. 55 min. 03 sec. West 2,943.73 feet to a point; 7) thence North 75 deg. 49 min. 12 sec. West 2,362.48 feet to a point; and 8) thence South 85 deg. 44 min. 55 sec. West 2,058.17 feet to a point on the centerline of Cold Spring Road; thence North 21 deg. 01 min. 50 sec. West along the centerline of Cold Spring Road 156.67 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation as shown on the Map the following seven (7) courses: 1) North 85 deg. 44 min. 55 sec. East 2,127.73 feet to a point; 2) thence South 75 deg. 49 min. 12 sec. East 2,432.53 feet to a point; 3) thence South 41 deg. 55 min. 03 sec. East 3,071.08 feet to a point; 4) thence South 15 deg. 11 min. 42 sec. West 2,488.73 feet to a point; 5) thence South 30 deg. 38 min. 44 sec. West passing through the centerline of Elmore Robinson Road at 765.08 feet, a total course distance of 1,080.71 feet to a point; 6) thence South 04 deg. 03 min. 03 sec. West 199.77 feet to a point; and 7) thence South 73 deg. 41 min. 34 sec. East 25.58 feet to a point, said point being at the intersection of the division line between the lands now or formerly of The Luther Forest Corporation on the North and the lands now or formerly of Timothy Brothers as described in Book 1675 of Deeds at Page 426 on the South with the division line between the lands now or formerly of The Luther Forest Corporation on the West and the lands now or formerly of Timothy Brothers on the East; thence South 04 deg. 03 min. 03 sec. West along the above last mentioned division line 1,881.63 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation on the South and the lands now or formerly of Timothy Brothers on the North with the division line between the lands now or formerly of The Luther Forest Corporation on the West and the lands now or formerly of Timothy Brothers on the East; thence through the lands now or formerly of The Luther Forest Corporation the following six (6) courses: 1) North 80 deg. 20 min. 54 sec. West 140.62 feet to a point; 2) thence South 22 deg. 23 min. 04 sec. West 1,342.87 feet to a point; 3) thence South 36 deg. 48 min. 50 sec. West 186.22 feet to a point; 4) thence South 54 deg. 12 min. 06 sec. East 1,188.85 feet to a point; 5) thence South 27 deg. 09 min. 27 sec. East 788.00 feet to a point; and 6) thence South 72 deg. 16 min. 29 sec. East 1,383.04 feet to a point on the above mentioned centerline of George Thompson Road; thence along the centerline of George Thompson Road the following two (2) courses: 1) South 24 deg. 27 min. 50 sec. West 84.87 feet to a point; and 2) thence South 23 deg. 33 min. 24 sec. West 92.55 feet to the point or place of beginning and containing 69.72 acres of land, more or less.

Together with four (4) permanent, non-exclusive easements for the purpose of tree trimming and clearing from those certain tracts, pieces or parcels of land situate on both sides of, parallel to and contiguous with the hereinabove described ETL Easement, shown as "Danger Tree Trimming

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Easement No. 1", "Danger Tree Trimming Easement No. 2", "Danger Tree Trimming Easement No. 3", "Danger Tree Trimming Easement No. 4" on the Map, bounded and described as follows:

Tree Trimming and Clearing Easement Area No. 1

Beginning at a point at the intersection of the Northerly boundary of the hereinabove described ETL Easement with the centerline of Cold Spring Road and runs thence from said point of beginning North 21 deg. 01 min. 50 sec. West along the centerline of Cold Spring Road 26.11 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 parallel to and 25 feet distant from the hereinabove described ETL Easement the following six (6) courses: 1) North 85 deg. 44 min. 55 sec. East 2,139.33 feet to a point; 2) thence South 75 deg. 49 min. 12 sec. East 2,444.21 feet to a point; 3) thence South 41 deg. 55 min. 03 sec. East 3,092.31 feet to a point; 4) thence South 15 deg. 11 min. 42 sec. West 2,505.73 feet to a point; 5) thence South 30 deg. 38 min. 44 sec. West crossing Elmore Robinson Road 1,078.19 feet to a point; and 6) thence South 04 deg. 03 min. 03 sec. West 199.29 feet to a point on the division line between the lands now or formerly of The Luther Forest Corporation on the North and the lands now or formerly of Timothy Brothers as described in Book 1675 of Deeds at Page 426 on the South; thence North 73 deg. 41 min. 34 sec. West 25.58 feet to a point on the Easterly boundary of the hereinabove described ETL Easement; thence along the Easterly and Northeasterly boundary of said ETL Easement the following six (6) courses: 1) North 04 deg. 03 min. 03 sec. East 199.77 feet to a point; 2) thence North 30 deg. 38 min. 44 sec. East crossing Elmore Robinson Road 1,080.71 feet to a point; 3) thence North 15 deg. 11 min. 42 sec. East 2,488.73 feet to a point; 4) thence North 41 deg. 55 min. 03 sec. West 3,071.08 feet to a point; 5) thence North 75 deg. 49 min. 12 sec. West 2,432.53 feet to a point; and 6) thence South 85 deg. 44 min. 55 sec. West 2,127.73 feet to the point or place of beginning and containing 6.56 acres of land, more or less.

Tree Trimming and Clearing Easement Area No. 2

Beginning at a point at the intersection of the centerline of Cold Spring Road with the Southerly boundary of the hereinabove described ETL Easement and runs thence from said point of beginning along the Southerly and Southwesterly boundary of said ETL Easement the following eight (8) courses: 1) North 85 deg. 44 min. 55 sec. East 2,058.17 feet to a point; 2) thence South 75 deg. 49 min. 12 sec. East 2,362.48 feet to a point; 3) thence South 41 deg. 55 min. 03 sec. East 2,943.73 feet to a point; 4) thence South 15 deg. 11 min. 42 sec. West 2,386.75 feet to a point; 5) thence South 30 deg. 38 min. 44 sec. West crossing Elmore Robinson Road 1,095.81 feet to a point; 6) thence South 04 deg. 03 min. 03 sec. West 1,510.40 feet to a point; 7) thence South 15 deg. 11 min.

42 sec. West 570.68 feet to a point; and 8) thence South 22 deg. 23 min. 04 sec. West 193.55 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the East and the lands now or

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formerly of the City of Mechanicville on the West; thence North 11 deg. 32 min. 45 sec. West along the above last mentioned division line 44.79 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation parallel to and distant 25 feet Westerly and Southwesterly of the hereinabove described ETL Easement the following eight (8) courses: 1) North 22 deg. 23 min. 04 sec. East 154.81 feet to a point; 2) thence North 15 deg. 11 min. 42 sec. East 566.67 feet to a point; 3) thence North 04 deg. 03 min. 03 sec. East 1,513.87 feet to a point; 4) thence North 30 deg. 38 min. 44 sec. East crossing Elmore Robinson Road 1,098.32 feet to a point; 5) thence North 15 deg. 11 min. 42 sec. East 2,369.75 feet to a point; 6) thence North 41 deg. 55 min. 03 sec. West 2,922.50 feet to a point; 7) thence North 75 deg. 49 min. 12 sec. West 2,350.80 feet to a point; and 8) thence South 85 deg. 44 min. 55 sec. West 2,046.57 feet to a point in the centerline of Cold Spring Road; thence North 21 deg. 01 min. 50 sec. West along the centerline of Cold Spring Road 26.11 feet to the point or place of beginning and containing 7.50 acres of land, more or less.

Tree Trimming and Clearing Easement Area No. 3

Beginning at a point at the intersection of the centerline of George Thompson Road with the Northerly boundary of the hereinabove described ETL Easement and runs thence from said point of beginning along the Northerly, Northeasterly and Southeasterly boundary of said ETL Easement the following five (5) courses: 1) North 72 deg. 16 min. 29 sec. West 1,383.04 feet to a point; 2) thence North 27 deg. 09 min. 27 sec. West 788.00 feet to a point; 3) thence North 54 deg. 12 min. 06 sec. West 1,188.85 feet to a point; 4) thence North 36 deg. 48 min. 50 sec. East 186.22 feet to a point; and 5) thence North 22 deg. 23 min. 04 sec. East 1,342.87 feet to its intersection with the division line between the hereinabove described ETL Easement on the North and the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the South; thence South 80 deg. 20 min. 54 sec. East along the above last mentioned division line 25.63 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation generally parallel to and distant 25 feet Easterly, Northeasterly and Northerly of the hereinabove described ETL Easement the following five (5) courses: 1) South 22 deg. 23 min. 04 sec. West 1,351.68 feet to a point; 2) thence South 36 deg. 48 min. 50 sec. West 163.94 feet to a point; 3) thence South 54 deg. 12 min. 06 sec. East 1,169.42 feet to a point; 4) thence South 27 deg. 09 min. 27 sec. East 783.63 feet to a point; and 5) thence South 72 deg. 16 min. 29 sec. East 1,375.61 feet to a point on the above mentioned centerline of George Thompson Road; thence South 24 deg. 27 min. 50 sec. West along the centerline of George Thompson Road 25.17 feet to the point or place of beginning and containing 2.79 acres of land, more or less.

Tree Trimming and Clearing Easement Area No. 4

Beginning at a point at the intersection of the division line between the hereinabove described ETL Easement on the Northeast and the lands now or formerly of The Luther Forest Corporation as

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described in Book 978 of Deeds at Page 1053 on the North and the lands now or formerly of Johanna M. Dyer as described in Book 1247 of Deeds at Page 285 on the South and runs thence from said point of beginning North 73 deg. 09 min. 33 sec. West along the above last mentioned division line 34.75 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation parallel to and distant 25 feet Southwesterly of the hereinabove described ETL Easement the following two (2) courses: 1) North 27 deg. 09 min. 27 sec. West 847.37 feet to a point; and 2) thence North 54 deg. 12 min. 06 sec. West 1,400.84 feet to a point on the division line between the lands now or formerly of The Luther Forest Corporation on the East and lands now or formerly of Vincent Krasuski, Jr. as described in Book 1507 of Deeds at Page 592 on the West; thence North 19 deg. 27 min. 15 sec. East along the above last mentioned division line 26.05 feet to its intersection with the Southwesterly boundary of the hereinabove described ETL Easement; thence along the Southwesterly boundary of said ETL Easement the following two (2) courses: 1) South 54 deg. 12 min. 06 sec. East 1,414.18 feet to a point; and 2) thence South 27 deg. 09 min. 27 sec. East 877.52 feet to the point or place of beginning and containing 1.30 acres of land, more or less.

Together with six (6) permanent, non-exclusive easements for pedestrian and vehicular ingress and egress upon, over, across and through those certain tracts, pieces or parcels of land shown as "Access Road "H"", "Access Road "I"", "Access Road "J"", "Access Road "N"", "Access Road "S"" and "Access Road "T"" on the Map, bounded and described as follows:

Access Road Area "H"

Being a strip of land 20 feet in width running Southwesterly from George Thompson Road through the lands now or formerly of The Luther Forest Corporation to a point on the Northerly boundary of the hereinabove described ETL Easement and being approximately 3,355 feet in length.

Access Road Area "I"

Being a strip of land 20 feet in width running Southerly from the hereinabove described Access Road "H" to the Northeasterly boundary of the hereinabove described ETL Easement and being approximately 261 feet in length North of said ETL Easement and 416 feet in length South of said ETL Easement.

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Access Road Area "J"

Being a strip of land 20 feet in width running Northerly from the hereinabove described Access Road "H" to the Easterly boundary of the hereinabove described ETL Easement and being approximately 1,410 feet in length, the northwesterlymost portion of which may be relocated by the Grantee and its successors and assigns as mining of that area may, from time to time, be expanded by the Grantor or its successors and assigns.

Access Road Area "N"

Being a strip of land 20 feet in width running Westerly from George Thompson Road to the hereinabove described Access Road "H" and being approximately 690 feet in length.

Access Road Area "S"

Being a strip of land 20 feet in width running Easterly and Northerly from Cold Spring Road to the ETL Easement and being approximately 3,049 feet in length.

Access Road Area "T"

Being a strip of land 20 feet in width running Northwesterly and Easterly from the hereinabove described ETL Easement and being 259 feet in length and approximately 1,350 feet north of Elmore Robinson Road.

EXCEPTING AND RESERVING from the hereinabove described Easement and Access Roads all those certain parcels of land conveyed by The Luther Forest Corporation to The Town of Stillwater by Warranty Deed dated May 15, 2009, recorded in the Saratoga County Clerk's Office on May 29, 2009 as Document No. 2009018427.

SUBJECT TO the right of The Luther Forest Corporation and its successors and assigns to cross and re-cross by pedestrian and vehicular means the hereinabove described ETL Easement over

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those areas shown as “60’ Wide Crossing Easement 1”, “60’ Wide Crossing Easement 2”, “60’ Wide Crossing Easement 3”, “60’ Wide Crossing Easement 4”, “60’ Wide Crossing Easement 5”, “60’ Wide Crossing Easement 6”, “60’ Wide Crossing Easement 7”, “60’ Wide Crossing Easement 8”, and “60’ Wide Crossing Easement 9” on the Map, and otherwise pursuant to the terms, provisions and conditions of that certain Easement Agreement dated as of March 5, 2010, by and between The Luther Forest Corporation, as Grantor, and Luther Forest Technology Campus Economic Development Corporation, as Grantee, recorded in the Saratoga County Clerk’s Office on March 24, 2010 as Document No. 2010009449, which crossing points are bounded and described as follows:

60’ Wide Crossing Easement Area 1

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Easterly of Cold Spring Road, and being more particularly bounded and described as follows:

Beginning at a point on the Northerly right-of-way line of the above described ETL Easement, said point being situate North 85 deg. 44 min. 55 sec. East as measured along said Northerly right-of-way line 411.58 feet from its point of intersection with the centerline of Cold Spring Road as field located in 2005 and runs thence from said point of beginning along said Northerly right-of-way line North 85 deg. 44 min. 55 sec. East 60.42 feet to a point; thence through and across said ETL Easement South 11 deg. 02 min. 00 sec. East 151.06 feet to a point on the Southerly right-of-way line of said ETL Easement; thence South 85 deg. 44 min. 55 sec. West along said Southerly right-of-way line 60.42 feet to a point; thence through and across said ETL Easement North 11 deg. 02 min. 00 sec. West 151.06 feet to the point or place of beginning and containing 9,063± square feet or 0.20 acre of land, more or less.

60’ Wide Crossing Easement Area 2

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Easterly of Cold Spring Road, and being more particularly bounded and described as follows:

Commencing at a point in the centerline of Cold Spring Road as field located in 2005 at its point of intersection with the Northerly right-of-way line of the above described ETL Easement; thence from said point of commencement along said Northerly right-of-way line the following two (2) courses: 1) North 85 deg. 44 min. 55 sec. East 2,127.73 feet to a point; and 2) South 75 deg. 49

min. 12 sec. East 1,033.85 feet to the point or place of beginning and runs thence from said point of beginning and continuing along said Northerly right-of-way line South 75 deg. 49 min. 12 sec. East 60.00 feet to a point; thence through and across said ETL Easement South 14 deg. 10 min. 48 sec.

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West 150.00 feet to a point on the Southerly right-of-way line of said ETL Easement; thence along said Southerly right-of-way line North 75 deg. 49 min. 12 sec. West 60.00 feet to a point; thence through and across said ETL Easement North 14 deg. 10 min. 48 sec. East 150.00 feet to the point or place of beginning and containing 9,000± square feet or 0.21 acre of land, more or less.

60' Wide Crossing Easement Area 3

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Easterly of Cold Spring Road, and being more particularly bounded and described as follows:

Commencing at a point in the centerline of Cold Spring Road at its point of intersection with the Northerly right-of-way line of the above described ETL Easement; thence from said point of commencement along the Northerly and Northeasterly right-of-way line of said ETL Easement the following three (3) courses: 1) North 85 deg. 44 min. 55 sec. East 2,127.73 feet to a point; 2) South 75 deg. 49 min. 12 sec. East 2,432.53 feet to a point; and 3) South 41 deg. 55 min. 03 sec. East 410.84 feet to the point or place of beginning and runs thence from said point of beginning and continuing along said Northeasterly right-of-way line South 41 deg. 55 min. 03 sec. East 60.00 feet to a point; thence through and across said ETL Easement South 48 deg. 04 min. 57 sec. West 150.00 feet to a point on the Southwesterly right-of-way line of said ETL Easement; thence along said Southwesterly right-of-way line North 41 deg. 55 min. 03 sec. West 60.00 feet to a point; thence through and across said ETL Easement North 48 deg. 04 min. 57 sec. East 150.00 feet to the point or place of beginning and containing 9,000± square feet or 0.21 acre of land, more or less.

60' Wide Crossing Easement Area 4

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Easterly of Cold Spring Road, and being more particularly bounded and described as follows:

Commencing at a point in the centerline of Cold Spring Road as field located in 2005 at its point of intersection with the Northerly right-of-way line of the above described ETL Easement; thence from said point of commencement along the Northerly and Northeasterly right-of-way line of said ETL Easement the following three (3) courses: 1) North 85 deg. 44 min. 55 sec. East 2,127.73 feet to a point; 2) South 75 deg. 49 min. 12 sec. East 2,432.53 feet to a point; and 3) South 41 deg. 55 min. 03 sec. East 2,180.93 feet to the point or place of beginning and runs thence from said point of beginning and continuing along said Northeasterly right-of-way line South 41 deg. 55 min. 03 sec. East 69.39 feet to a point; thence through and across said ETL Easement South 78 deg. 13 min. 51

sec. West 173.47 feet to a point on the Southwesterly right-of-way line of said ETL Easement; thence along said Southwesterly right-of-way line North 41 deg. 55 min. 03 sec. West 69.39 feet to

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a point; thence through and across said ETL Easement North 78 deg. 13 min. 51 sec. East 173.47 feet to the point or place of beginning and containing 10,408± square feet or 0.24 acre of land, more or less.

60' Wide Crossing Easement Area 5

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Northerly of Elmore Robinson Road, and being more particularly bounded and described as follows:

Commencing at a point in the centerline of Elmore Robinson Road at its point of intersection with the Southeasterly right-of-way line of the above described ETL Easement; thence from said point of commencement along the Southeasterly and Easterly right-of-way line of said ETL Easement the following two (2) courses: 1) North 30 deg. 38 min. 44 sec. East 765.08 feet to a point; and 2) North 15 deg. 11 min. 42 sec. East 1,730.50 feet to the point or place of beginning and runs thence from said point of beginning through and across said ETL Easement North 74 deg. 48 min. 18 sec. West 150.00 feet to a point on the Westerly right-of-way line of said ETL Easement; thence along said Westerly right-of-way line North 15 deg. 11 min. 42 sec. East 60.00 feet to a point; thence through and across said ETL Easement South 74 deg. 48 min. 18 sec. East 150.00 feet to a point on the Easterly right-of-way line of said ETL Easement; thence South 15 deg. 11 min. 42 sec. West along said Easterly right-of-way line 60.00 feet to the point or place of beginning and containing 9,000± square feet or 0.21 acre of land, more or less.

60' Wide Crossing Easement Area 6

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Northerly of Elmore Robinson Road, and being more particularly bounded and described as follows:

Commencing at a point in the centerline of Elmore Robinson Road at its point of intersection with the Southeasterly right-of-way line of the above described ETL Easement; thence from said point of commencement along the Southeasterly and Easterly right-of-way line of said ETL Easement the following two (2) courses: 1) North 30 deg. 38 min. 44 sec. East 765.08 feet to a point; and 2) North 15 deg. 11 min. 42 sec. East 249.03 feet to the point or place of beginning and runs thence from said point of beginning through and across said ETL Easement North 74 deg. 48 min. 18 sec. West 150.00 feet to a point on the Westerly right-of-way line of said ETL Easement; thence North 15 deg. 11 min. 42 sec. East along said Westerly right-of-way line 60.00 feet to a point; thence through and across said ETL Easement South 74 deg. 48 min. 18 sec. East 150.00 feet to a point on

the above mentioned Easterly right-of-way line; thence South 15 deg. 11 min. 42 sec. West along said Easterly right-of-way line 60.00 feet the point or place of beginning and containing 9,000±

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square feet or 0.21 acre of land, more or less.

60' Wide Crossing Easement Area 7

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Southerly of Elmore Robinson Road, and being more particularly bounded and described as follows:

Commencing at a point in the centerline of Elmore Robinson Road at its point of intersection with the Southeasterly right-of-way line of the above described ETL Easement; thence from said point of commencement along the Southeasterly, Easterly and Northerly right-of-way line of said ETL Easement the following four (4) courses: 1) South 30 deg. 38 min. 44 sec. West 315.63 feet to a point; 2) South 04 deg. 03 min. 03 sec. West 199.77 feet to a point; 3) South 73 deg. 41 min. 34 sec. East 25.58 feet to a point; and 4) South 04 deg. 03 min. 03 sec. West 167.58 feet to the point or place of beginning and runs thence from said point of beginning continuing along the Easterly right-of-way line of said ETL Easement and along the division line between the lands now or formerly of The Luther Forest Corporation on the West and the lands now or formerly of Timothy Brothers as described in Book 1675 of Deeds at Page 426 on the East South 04 deg. 03 min. 03 sec. West 60.14 feet to a point; thence through and across said ETL Easement North 89 deg. 55 min. 36 sec. West 175.42 feet to a point on the Westerly right-of-way line of said ETL Easement; thence along said Westerly right-of-way line North 04 deg. 03 min. 03 sec. East 60.14 feet to a point; thence through and across said ETL Easement South 89 deg. 55 min. 36 sec. East 175.42 feet to the point or place of beginning and containing 10,525± square feet or 0.24 acre of land, more or less.

60' Wide Crossing Easement Area 8

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Southerly of Elmore Robinson Road, and being more particularly bounded and described as follows:

Commencing at a point in the centerline of Elmore Robinson Road at its point of intersection with the Southeasterly right-of-way line of the above described ETL Easement; thence from said point of commencement along the Southeasterly, Easterly and Northerly right-of-way line of said ETL Easement the following six (6) courses: 1) South 30 deg. 38 min. 44 sec. West 315.63 feet to a point; 2) South 04 deg. 03 min. 03 sec. West 199.77 feet to a point; 3) South 73 deg. 41 min. 34 sec. East 25.58 feet to a point; 4) South 04 deg. 03 min. 03 sec. West and along the division line between the lands now or formerly of The Luther Forest Corporation on the West and the lands now or formerly of Timothy Brothers as described in Book 1675 of Deeds at Page 426 on the East

1,881.63 feet a point; 5) North 80 deg. 20 min. 54 sec. West 140.62 feet to a point; and 6) South 22 deg. 23 min. 04 sec. West 42.34 feet to the point or place of beginning and runs thence from said

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point of beginning continuing along the Easterly right-of-way line of said ETL Easement South 22 deg. 23 min. 04 sec. West 60.26 feet to a point; thence through and across said ETL Easement North 72 deg. 59 min. 01 sec. West 150.66 feet to a point on the Westerly right-of-way line of said ETL Easement; thence along said Westerly right-of-way line North 22 deg. 23 min. 04 sec. East 60.26 feet to a point; thence through and across said ETL Easement South 72 deg. 59 min. 01 sec. East 150.66 feet to the point or place of beginning and containing 9,040± square feet or 0.21 acre of land, more or less.

60' Wide Crossing Easement Area 9

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Northwesterly of George Thompson Road, and being more particularly bounded and described as follows:

Beginning at a point on the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the North and the lands now or formerly of Johanna M. Dyer as described in Book 1247 of Deeds at Page 285 on the South, said point being situate North 72 deg. 10 min. 12 sec. West as measured along said division line and along the Southerly right-of-way line of the above described ETL Easement 492.57 feet from its intersection with the centerline of George Thompson Road; thence along said Southerly right-of-way line and along the above mentioned division line North 72 deg. 10 min. 12 sec. West 60.00 feet to a point; thence through and across said ETL Easement North 17 deg. 43 min. 46 sec. East 175.35 feet to a point on the Northerly right-of-way line of said ETL Easement; thence South 72 deg. 16 min. 29 sec. East along said Northerly right-of-way line 60.00 to a point; thence through and across said ETL Easement South 17 deg. 43 min. 46 sec. West 175.46 to the point or place of beginning and containing 10,524± square feet or 0.24 acre of land, more or less.

**Parcel 12-S:** Technology Campus- Stillwater (SBL# 241.00-1-3.11)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Westerly of Cold Spring Road as shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," prepared by C.T. Male Associates, P.C., dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L-730, and being more particularly bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at the point of intersection of the division line between the lands now or formerly of

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Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the East and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and the said lands now or formerly of Globalfoundries U.S. Inc. on the North; thence from said point of commencement on a tie course through the proposed substation presently under construction North 70 deg. 09 min. 47 sec. East 500.85 feet to the point or place of beginning of the hereinafter described Utility Easement No. 2 and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 170.38 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 559.23 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 235.03 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence along the centerline of Cold Spring Road South 21 deg. 01 min. 50 sec. East 156.67 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 376.63 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 414.63 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 147.14 feet to a point on the existing chain-link fence around the proposed substation presently under construction as field located on April 1, 2010; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along said existing chain-link fence the following three (3) courses: 1) North 00 deg. 33 min. 59 sec. East 181.05 feet to a point; 2) North 23 deg. 56 min. 37 sec. West 24.16 feet to a point; and 3) North 00 deg. 03 min. 23 sec. East 80.30 feet to the point or place of beginning and containing 3.75 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Beginning at the Point of Beginning of the hereinabove described Utility Easement and runs thence from said point of beginning through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the existing chain-link fence around the proposed substation presently under construction as field located on April 1, 2010 North 00 deg. 03 min. 23 sec. East 25.00 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 185.14 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 557.95 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 211.43 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence along the centerline of Cold Spring Road South 21 deg. 01 min. 50 sec. East 26.11 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as

described in Book 1725 of Deeds at Page 95 and along the Northerly and Northeasterly boundary of the hereinabove described Utility Easement No. 2 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 235.03 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 559.23 feet

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to a point; and 3) South 89 deg. 59 min. 11 sec. West 170.38 feet to the point or place of beginning and containing 23,990± square feet or 0.55 acre of land, more or less.

## TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at the Point of Beginning of the hereinabove described Utility Easement; thence from said point of commencement along the Westerly and Southwesterly boundary of the hereinabove described Utility Easement No. 2 the following three (3) courses: 1) South 00 deg. 03 min. 23 sec. West 80.30 feet to a point; 2) South 23 deg. 56 min. 37 sec. East 24.16 feet to a point; and 3) South 00 deg. 33 min. 59 sec. West 181.05 feet to the point or place of beginning and runs thence from said point of beginning through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the Southerly and Southwesterly boundary of the hereinabove described Utility Easement No. 2 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 147.14 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 414.63 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 376.63 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence along the centerline of Cold Spring Road South 21 deg. 01 min. 50 sec. East 26.11 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 400.23 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 415.91 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 132.61 feet to a point on the existing chain-link fence around the proposed substation presently under construction as field located on April 1, 2010; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation and along said existing chain-link fence North 00 deg. 33 min. 59 sec. East 25.00 feet to the point or place of beginning and containing 23,589± square feet or 0.54 acre of land, more or less.

### **Parcel 13-S:** Luther Forest Substation- Stillwater (SBL# 241.00-1-3.11)

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying West of Cold Spring Road as dedicated to the Town of Stillwater in Instrument No. 2009010261 as shown on a map entitled "Major Subdivision Lands Now Or Formerly Of Luther Forest Technology Campus Economic Development Corporation," Town of Stillwater, Saratoga County, New York, prepared by C.T. Male Associates, P.C., dated December 22, 2008, last revised January 20, 2009 and filed in the Saratoga County Clerk's Office on June 9, 2009 as Map No. M200987, bounded and described as follows:

Commencing at a point on the Westerly 2008 highway boundary of Cold Spring Road as described in Instrument No. 2009010261 at its point of intersection with the division line between Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as

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described in Book 1725 of Deeds at Page 95 on the South and Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. as described in Instrument No. 2009020320 on the North; thence from said point of commencement along said division line North 90 deg. 00 min. 00 sec. West 908.92 feet to its point of intersection with the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the East and Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the West; thence South 00 deg. 00 min. 00 sec. East along the last mentioned division line 487.58 feet to its point of intersection with the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and said Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the North; thence through Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation South 89 deg. 57 min. 39 sec. East 29.08 feet to the point or place of beginning and runs thence from said point of beginning through Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following seven (7) courses: 1) North 00 deg. 30 min. 09 sec. East 285.00 feet to a point; 2) South 89 deg. 28 min. 46 sec. East 439.68 feet to a point; 3) South 00 deg. 03 min. 23 sec. West 191.31 feet to a point; 4) South 23 deg. 56 min. 37 sec. East 24.16 feet to a point; 5) South 00 deg. 33 min. 59 sec. West 371.92 feet to a point; 6) North 89 deg. 28 min. 46 sec. West 450.76 feet to a point; and 7) North 00 deg. 30 min. 09 sec. East 300.22 feet to the point or place of beginning and containing 6.01 acres of land, more or less.

**Parcel 14-S:** Luther Forest Substation (Gap Parcels)- Stillwater (SBL# 241.00-1-3.11)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying West of Cold Spring Road as dedicated to the Town of Stillwater in Instrument No. 2009010261 as shown on a map entitled "Major Subdivision Lands Now Or Formerly Of Luther Forest Technology Campus Economic Development Corporation," Town of Stillwater, Saratoga County, New York, prepared by C.T. Male Associates, P.C., dated December 22, 2008, last revised January 20, 2009 and filed in the Saratoga County Clerk's Office on June 9, 2009 as Map No. M200987, bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREAS

Commencing at a point on the Westerly 2008 highway boundary of Cold Spring Road as described in Instrument No. 2009010261 at its point of intersection with the division line between Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. as described in Instrument No. 2009020320 on the North; thence from said point of commencement along said division line North 90 deg. 00 min. 00 sec. West 908.92 feet to its point of intersection with the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the East and said Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the West; thence South 00 deg. 00 min. 00 sec. East along the last mentioned division line 244.35 feet the point or place of beginning and runs

thence from said point of beginning through said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation North 77 deg. 44 min. 29 sec. East 32.00

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feet to a point on the Westerly easement boundary of the electric substation to be granted to National Grid; thence along said Westerly easement boundary South 00 deg. 30 min. 09 sec. West 51.41 feet to a point; thence continuing through said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation North 74 deg. 23 min. 23 sec. West 32.00 feet to a point on the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the East and said Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the West; thence North 00 deg. 00 min. 00 sec. East along the last mentioned division line 36.00 feet to the point or place of beginning and containing 1,357± square feet or 0.03 acre of land, more or less; together with the following described parcel

Commencing at a point on the Westerly 2008 highway boundary of Cold Spring Road as described in Instrument No. 2009010261 at its point of intersection with the division line between Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. as described in Instrument No. 2009020320 on the North; thence from said point of commencement along said division line North 90 deg. 00 min. 00 sec. West 908.92 feet to its point of intersection with the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the East and said Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the West; thence South 00 deg. 00 min. 00 sec. East along the last mentioned division line 487.58 feet to its point of intersection with the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and said Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the North; thence North 89 deg. 57 min. 39 sec. West along the last mentioned division line 15.64 feet to the point or place of beginning and runs thence from said point of beginning through said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following two (2) courses: 1) South 02 deg. 18 min. 13 sec. West 188.00 feet to a point; and 2) North 83 deg. 35 min. 50 sec. East 51.00 feet to a point on the Westerly easement boundary of the electric substation to be granted to National Grid; thence along said Westerly easement boundary South 00 deg. 30 min. 09 sec. West 57.00 feet to a point; thence continuing through said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following two (2) courses: 1) North 84 deg. 16 min. 29 sec. West 93.00 feet to a point; and 2) North 01 deg. 31 min. 01 sec. West 230.00 feet to a point on the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and said Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the North; thence South 89 deg. 57 min. 39 sec. East along the last mentioned division line 56.00 feet to the point or place of beginning and containing 13,841± square feet or 0.32 acre of land, more or less.

### **CONTIGUOUS DESCRIPTION**

The above Electric Transmission Line Easement Area and Tree Trimming and Clearing Easement Areas described at Parcel 1-S through Parcel 12-S, inclusive, exclusive of Parcel 13-S and Parcel 14-S, are bounded and described in a contiguous fashion as follows:

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying East of the Luther Forest Substation on Cold Spring Road and

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West of Brickyard Road, and being more particularly bounded and described as follows:

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the East and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and the said lands now or formerly of Globalfoundries U.S. Inc. on the North; thence from said point of commencement on a tie course through the Luther Forest Substation presently under construction North 70 deg. 09 min. 47 sec. East 500.85 feet to the point or place of beginning of the hereinafter described proposed utility easement to be granted to National Grid and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 170.38 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 559.23 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 235.03 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence continuing through the road bed of Cold Spring Road and through the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following five (5) courses: 1) North 85 deg. 44 min. 55 sec. East 2,127.73 feet to a point; 2) South 75 deg. 49 min. 12 sec. East 2,432.53 feet to a point; 3) South 41 deg. 55 min. 03 sec. East 3,071.08 feet to a point; 4) South 15 deg. 11 min. 42 sec. West 2,488.73 feet to a point; and 5) South 30 deg. 38 min. 44 sec. West 765.08 feet to a point on the centerline of Elmore Robinson Road; thence continuing through the road bed of Elmore Robinson Road and through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following three (3) courses: 1) South 30 deg. 38 min. 44 sec. West 315.63 feet to a point; 2) South 04 deg. 03 min. 03 sec. West 199.77 feet to a point; and 3) South 73 deg. 41 min. 34 sec. East 25.58 feet to a point on the division line between the said lands now or formerly of The Luther Forest Corporation on the West and the lands now or formerly of Timothy Brothers as described in Book 1675 of Deeds at Page 426 on the East; thence South 04 deg. 03 min. 03 sec. West along the last mentioned division line 1,881.63 feet to a point; thence through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following six (6) courses: 1) North 80 deg. 20 min. 54 sec. West 140.62 feet to a point; 2) South 22 deg. 23 min. 04 sec. West 1,342.87 feet to a point; 3) South 36 deg. 48 min. 50 sec. West 186.22 feet to a point; 4) South 54 deg. 12 min. 06 sec. East 1,188.85 feet to a point; 5) South 27 deg. 09 min. 27 sec. East 788.00 feet to a point; and 6) South 72 deg. 16 min. 29 sec. East 1,383.04 feet to a point on the centerline of George Thompson Road; thence continuing through the road bed of George Thompson Road and through the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 the following two (2) courses: 1) South 72 deg. 16 min. 29 sec. East 973.90 feet to a point; and 2) South 42 deg. 56 min. 46 sec. East 779.31 feet to a point on the division line between the said lands now or formerly of D.A. Collins Construction Co., Inc. on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East; thence through the said lands now or formerly of Luther

Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,091.79 feet to a

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point; and 2) South 73 deg. 09 min. 19 sec. East 957.33 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the East; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) South 73 deg. 09 min. 19 sec. East 1,251.71 feet to a point; 2) North 20 deg. 12 min. 43 sec. East 2,681.40 feet to a point; and 3) South 72 deg. 45 min. 56 sec. East 236.65 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 South 72 deg. 45 min. 56 sec. East 40.80 feet to a point on the Southwesterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through and across the road bed of Mechanicville - Stillwater Center County Road 75 South 72 deg. 45 min. 56 sec. East 110.04 feet to a point on the Northeasterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through the lands now or formerly of Country Club Acres Inc. as described in Book 1507 of Deeds at Page 592 lands formerly of Robert Van Patten as described in Book 913 of Deeds at Page 436 the following two (2) courses: 1) South 72 deg. 45 min. 56 sec. East 4,059.53 feet to a point; and 2) South 02 deg. 05 min. 54 sec. West 179.81 feet to a point on the division line between the said lands now or formerly of Country Club Acres Inc. on the North and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the South; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa South 02 deg. 05 min. 54 sec. West 836.52 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the North and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the South; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 46.40 feet to a point; and 2) South 18 deg. 01 min. 14 sec. West 422.52 feet to a point on the common division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 and lands now or formerly of Anthony J. Demarco, Sr. and Wendy M. Demarco as described in Book 1101 of Deeds at Page 25 on the Northeast and the lands now or formerly of New York State Electric and Gas Corporation (existing Mulberry Substation) as described in Book 1038 of Deeds at Page 264 and Book 977 of Deeds at Page 1126 on the Southwest; thence South 65 deg. 50 min. 01 sec. East along the last mentioned common division line 527.31 feet to a point; thence through the said lands now or formerly of New York State Electric and Gas Corporation (existing Mulberry Substation) as described in Book 977 of Deeds at Page 1126, Book 705 of Deeds at Page 62, Book 1038 of Deeds at Page 264 and Book 1039 of Deeds at Page 648 the following ten (10) courses: 1) South 07 deg. 18 min. 19 sec. East 150.70 feet to a point; 2) North 66 deg. 47 min. 43 sec. West 100.04 feet to a point; 3) North 23 deg. 42 min. 12 sec. East 28.79 feet to a point; 4) North 66 deg.

10 min. 46 sec. West 544.75 feet to a point; 5) South 18 deg. 01 min. 14 sec. West 95.83 feet to a point; 6) South 35 deg. 13 min. 11 sec. East 273.32 feet to a point; 7) South 65 deg. 42 min. 53 sec.

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East 300.96 feet to a point; 8) North 23 deg. 42 min. 12 sec. East 109.59 feet to a point; 9) South 66 deg. 47 min. 43 sec. East 98.21 feet to a point; and 10) South 24 deg. 42 min. 57 sec. West 211.45 feet to a point on the common division line between the said lands now or formerly of New York State Electric and Gas Corporation (existing Mulberry Substation) as described in Book 705 of Deeds at Page 62 on the Northeast and the lands now or formerly of Daniel G. Motta and Carrie S. Shpunt-Motta as described in Book 1556 of Deeds at Page 309, lands now or formerly of James Stanley and Susan Stanley as described in Book 1480 of Deeds at Page 115 (Instrument No. 9803153) and lands now or formerly of John I. Mac Dougal, Jr. and Dorothy H. Mac Dougal as described in Book 975 of Deeds at Page 321 on the Southwest; thence North 65 deg. 50 min. 01 sec. West along the last mentioned common division line 422.20 feet to a point; thence through the said lands now or formerly of New York State Electric and Gas Corporation (existing Mulberry Substation) as described in Book 705 of Deeds at Page 62, Book 1038 of Deeds at Page 264 and Book 1039 of Deeds at Page 648 North 35 deg. 13 min. 11 sec. West 317.85 feet to a point on the division line between the said lands now or formerly of New York State Electric and Gas Corporation (existing Mulberry Substation) as described in Book 1039 of Deeds at Page 648 on the Southeast and the lands now or formerly of The Little Dee Corporation as described in Book 1431 of Deeds at Page 556 on the Northwest; thence South 22 deg. 59 min. 04 sec. West along the last mentioned division line 24.33 feet to a point; thence through the said lands now or formerly of The Little Dee Corporation the following three (3) courses: 1) North 64 deg. 41 min. 14 sec. West 62.67 feet to a point; 2) North 25 deg. 18 min. 46 sec. East 287.89 feet to a point; 3) North 18 deg. 01 min. 14 sec. East 3.64 feet to a point on the division line between the said lands now or formerly of The Little Dee Corporation on the South and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the North; thence through the said lands now or formerly of Rolling Fields Realty Corp. the following two (2) courses: 1) North 18 deg. 01 min. 14 sec. East 395.22 feet to a point; and 2) North 02 deg. 05 min. 54 sec. East 65.37 feet to a point on the division line between the said lands now or formerly of Rolling Fields Realty Corp. on the South and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa North 02 deg. 05 min. 54 sec. East 835.18 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the South and the said lands now or formerly of Country Club Acres Inc. as described in Book 1507 of Deeds at Page 592 lands formerly of Robert Van Patten as described in Book 913 of Deeds at Page 436 on the North; thence through the said lands now or formerly of Country Club Acres Inc. the following two (2) courses: 1) North 02 deg. 05 min. 54 sec. East 26.38 feet to a point; and 2) North 72 deg. 45 min. 56 sec. West 3,776.59 feet to a point on the Northeasterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through the road bed of Mechanicville - Stillwater Center County Road 75 North 72 deg. 45 min. 56 sec. West 93.42 feet to a point on the Southwesterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 North 72 deg. 45 min. 56 sec. West 222.62 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the

West; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following

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three (3) courses: 1) North 72 deg. 45 min. 56 sec. West 97.16 feet to a point; 2) South 20 deg. 12 min. 43 sec. West 2,680.43 feet to a point; and 3) North 73 deg. 09 min. 19 sec. West 1,421.67 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) North 73 deg. 09 min. 19 sec. West 969.29 feet to a point; and 2) North 42 deg. 56 min. 46 sec. West 1,053.35 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East and the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West; thence through the said lands now or formerly of D.A. Collins Construction Co., Inc. and through the road bed of George Thompson Road the following two (2) courses: 1) North 42 deg. 56 min. 46 sec. West 818.99 feet to a point; and 2) North 72 deg. 16 min. 29 sec. West 951.32 to a point on the centerline of George Thompson Road; thence along the centerline of George Thompson Road South 23 deg. 33 min. 24 sec. West 26.49 feet to a point on the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the North and the lands now or formerly of Johanna M. Dyer as described in Book 1247 of Deeds at Page 285 on the South; thence through the road bed of George Thompson Road and along the last mentioned division line the following four (4) courses: 1) North 72 deg. 10 min. 12 sec. West 743.12 feet to a point; 2) North 73 deg. 26 min. 31 sec. West 293.18 feet to a point; 3) North 74 deg. 53 min. 27 sec. West 282.48 feet to a point; and 4) North 73 deg. 09 min. 33 sec. West 62.93 feet to a point; thence through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following two (2) courses: 1) North 27 deg. 09 min. 27 sec. West 877.52 feet to a point; and 2) North 54 deg. 12 min. 06 sec. West 1,414.18 feet to a point on the common division line between the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the East and the lands now or formerly of Vincent Krasuski, Jr. as described in Book 1507 of Deeds at Page 592 and lands now or formerly of the City of Mechanicville (Reservoir) on the West; thence North 19 deg. 27 min. 15 sec. East along the last mentioned common division line 654.99 feet to its point of intersection with the division line between the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the Southeast and the said lands now or formerly of the City of Mechanicville (Reservoir) on the Northwest; thence North 41 deg. 27 min. 15 sec. East along the last mentioned division line 670.15 feet to its point of intersection with the division line between the said lands now or formerly of The Luther Forest Corporation on the East and the said lands now or formerly of the City of Mechanicville (Reservoir) on the West; thence North 22 deg. 23 min. 04 sec. East along the last mentioned division line 118.00 feet to a point; thence through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following four (4) courses: 1) North 22 deg. 23 min. 04 sec. East 193.55 feet to a point; 2) North 15 deg. 11 min. 42 sec. East 570.68 feet to a point; 3) North 04 deg. 03 min. 03 sec. East 1,510.40 feet to a point; and 4) North 30 deg. 38 min. 44 sec. East 265.19 feet to a point on the centerline of Elmore Robinson Road; thence continuing through the road bed of Elmore Robinson

Road and through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following five (5) courses: 1) North 30 deg. 38 min. 44 sec.

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East 830.62 feet to a point; 2) North 15 deg. 11 min. 42 sec. East 2,386.75 feet to a point; 3) North 41 deg. 55 min. 03 sec. West 2,943.73 feet to a point; 4) North 75 deg. 49 min. 12 sec. West 2,362.48 feet to a point; and 5) South 85 deg. 44 min. 55 sec. West 2,058.17 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence continuing through the road bed of Cold Spring Road and through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 376.63 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 414.63 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 147.14 feet to a point on the existing chain-link fence around the Luther Forest Substation presently under construction as field located on April 1, 2010; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along said existing chain-link fence the following three (3) courses: 1) North 00 deg. 33 min. 59 sec. East 181.05 feet to a point; 2) North 23 deg. 56 min. 37 sec. West 24.16 feet to a point; and 3) North 00 deg. 03 min. 23 sec. East 80.30 feet to the point or place of beginning and containing 124.13 acres of land, more or less.

Together with five (5) permanent non-exclusive easements for the purpose of tree trimming and clearing from those certain tracts, pieces or parcels of land situate on both sides of and contiguous with the hereinabove described utility easement, bounded and described as follows:

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the East and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and the said lands now or formerly of Globalfoundries U.S. Inc. on the North; thence from said point of commencement on a tie course through the Luther Forest Substation presently under construction North 70 deg. 09 min. 47 sec. East 500.85 feet to the point of beginning of the hereinafter described 25-Foot-Wide Danger Tree Trimming and Clearing Easement No. 1 and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the existing chain-link fence around the Luther Forest Substation presently under construction as field located on April 1, 2010 North 00 deg. 03 min. 23 sec. East 25.00 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 185.14 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 557.95 feet to a point; and 3)

North 85 deg. 44 min. 55 sec. East 211.43 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence continuing through the road bed of Cold Spring Road and through the

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lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following five (5) courses: 1) North 85 deg. 44 min. 55 sec. East 2,139.33 feet to a point; 2) South 75 deg. 49 min. 12 sec. East 2,444.21 feet to a point; 3) South 41 deg. 55 min. 03 sec. East 3,092.31 feet to a point; 4) South 15 deg. 11 min. 42 sec. West 2,505.73 feet to a point; and 5) South 30 deg. 38 min. 44 sec. West 754.16 feet to a point on the centerline of Elmore Robinson Road; thence continuing through the road bed of Elmore Robinson Road and through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following two (2) courses: 1) South 30 deg. 38 min. 44 sec. West 324.03 feet to a point; and 2) South 04 deg. 03 min. 03 sec. West 199.29 feet to a point on the Northerly boundary of the hereinabove described proposed utility easement to be granted to National Grid; thence along said Northerly boundary North 73 deg. 41 min. 34 sec. West 25.58 feet to a point on the Easterly boundary of the hereinabove described proposed utility easement to be granted to National Grid; thence along said Easterly boundary the following two (2) courses: 1) North 04 deg. 03 min. 03 sec. East 199.77 feet to a point; and 2) North 30 deg. 38 min. 44 sec. East 315.63 feet to a point on the centerline of Elmore Robinson Road; thence continuing through the road bed of Elmore Robinson Road and along the Southeasterly, Easterly, Northeasterly and Northerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following five (5) courses: 1) North 30 deg. 38 min. 44 sec. East 765.08 feet to a point; 2) North 15 deg. 11 min. 42 sec. East 2,488.73 feet to a point; 3) North 41 deg. 55 min. 03 sec. West 3,071.08 feet to a point; 4) North 75 deg. 49 min. 12 sec. West 2,432.53 feet to a point; and 5) South 85 deg. 44 min. 55 sec. West 2,127.73 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence continuing through the road bed of Cold Spring Road and through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the Northerly and Northeasterly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 235.03 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 559.23 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 170.38 feet to the point or place of beginning and containing 7.11 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the East and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and the said lands now or formerly of Globalfoundries U.S. Inc. on the North; thence from said point of commencement on a tie course through the Luther Forest Substation presently under construction North 70 deg. 09 min. 47 sec. East 500.85 feet to a point on the Westerly boundary of the hereinabove described proposed utility easement to be granted to National Grid; thence along said Westerly boundary and along the

existing chain-link fence around the Luther Forest Substation presently under construction as field located on April 1, 2010 the following three (3) courses: 1) South 00 deg. 03 min. 23 sec. West

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80.30 feet to a point; 2) South 23 deg. 56 min. 37 sec. East 24.16 feet to a point; and 3) South 00 deg. 33 min. 59 sec. West 181.05 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the Southerly and Southwesterly boundary of hereinabove described proposed utility easement to be granted to National Grid the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 147.14 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 414.63 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 376.63 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence continuing through the road bed of Cold Spring Road and through the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 and along the Southerly, Southwesterly Westerly and Northwesterly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following five (5) courses: 1) North 85 deg. 44 min. 55 sec. East 2,058.17 feet to a point; 2) South 75 deg. 49 min. 12 sec. East 2,362.48 feet to a point; 3) South 41 deg. 55 min. 03 sec. East 2,943.73 feet to a point; 4) South 15 deg. 11 min. 42 sec. West 2,386.75 feet to a point; and 5) South 30 deg. 38 min. 44 sec. West 830.62 feet to a point on the centerline of Elmore Robinson Road; thence continuing through the road bed of Elmore Robinson Road and through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 and along the Northwesterly and Westerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following four (4) courses: 1) South 30 deg. 38 min. 44 sec. West 265.19 feet to a point; 2) South 04 deg. 03 min. 03 sec. West 1,510.40 feet to a point; 3) South 15 deg. 11 min. 42 sec. West 570.68 feet to a point; and 4) South 22 deg. 23 min. 04 sec. West 193.55 feet to a point on the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the East and the lands now or formerly of the City of Mechanicville (Reservoir) on the West; thence North 11 deg. 32 min. 45 sec. West along the last mentioned division line 44.79 feet to a point; thence through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following four (4) courses: 1) North 22 deg. 23 min. 04 sec. East 154.81 feet to a point; 2) North 15 deg. 11 min. 42 sec. East 566.67 feet to a point; 3) North 04 deg. 03 min. 03 sec. East 1,513.87 feet to a point; and 4) North 30 deg. 38 min. 44 sec. East 256.78 feet to a point on the centerline of Elmore Robinson Road; thence continuing through the road bed of Elmore Robinson Road and through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following five (5) courses: 1) North 30 deg. 38 min. 44 sec. East 841.54 feet to a point; 2) North 15 deg. 11 min. 42 sec. East 2,369.75 feet to a point; 3) North 41 deg. 55 min. 03 sec. West 2,922.50 feet to a point; 4) North 75 deg. 49 min. 12 sec. West 2,350.80 feet to a point; and 5) South 85 deg. 44 min. 55 sec. West 2,046.57 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence continuing through the road bed of Cold Spring Road and through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 400.23 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 415.91 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 132.61 feet to a point on the existing chain-link fence around the Luther Forest Substation presently under construction as field located on April 1, 2010; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of

Deeds at Page 95 and along said existing chain-link fence North 00 deg. 33 min. 59 sec. East 25.00 feet to the point or place of beginning and containing 8.04 acres of land, more or less.

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TREE TRIMMING AND CLEARING EASEMENT AREA NO. 3

Commencing at the point of intersection of the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the West and the lands now or formerly of Timothy Brothers as described in Book 1675 of Deeds at Page 426 on the East with the division line between the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the South and the said lands now or formerly of Timothy Brothers on the North; thence from said point of commencement through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 North 80 deg. 20 min. 54 sec. West 114.99 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following five (5) courses: 1) South 22 deg. 23 min. 04 sec. West 1,351.68 feet to a point; 2) South 36 deg. 48 min. 50 sec. West 163.94 feet to a point; 3) South 54 deg. 12 min. 06 sec. East 1,169.42 feet to a point; 4) South 27 deg. 09 min. 27 sec. East 783.63 feet to a point; and 5) South 72 deg. 16 min. 29 sec. East 1,375.61 feet to a point on the centerline of George Thompson Road; thence continuing through the road bed of George Thompson Road and through the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 the following two (2) courses: 1) South 72 deg. 16 min. 29 sec. East 977.49 feet to a point; and 2) South 42 deg. 56 min. 46 sec. East 772.69 feet to a point on the division line between the said lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,098.20 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 955.34 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the East; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) South 73 deg. 09 min. 19 sec. East 1,223.38 feet to a point; 2) North 20 deg. 12 min. 43 sec. East 2,681.56 feet to a point; and 3) South 72 deg. 45 min. 56 sec. East 259.90 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 South 72 deg. 45 min. 56 sec. East 10.37 feet to a

point on the Southwesterly road boundary of Mechanicville - Stillwater Center County Road 75;  
thence through and across the road bed of Mechanicville - Stillwater Center County Road 75 South  
72 deg. 45 min. 56 sec. East 109.45 feet to a point on the Northeasterly road boundary of

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Mechanicville - Stillwater Center County Road 75; thence through the lands now or formerly of Country Club Acres Inc. as described in Book 1507 of Deeds at Page 592 lands formerly of Robert Van Patten as described in Book 913 of Deeds at Page 436 the following two (2) courses: 1) South 72 deg. 45 min. 56 sec. East 4,110.16 feet to a point; and 2) South 02 deg. 05 min. 54 sec. West 205.38 feet to a point on the division line between the said lands now or formerly of Country Club Acres Inc. on the North and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the South; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa South 02 deg. 05 min. 54 sec. West 836.74 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the North and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the South; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 43.24 feet to a point; and 2) South 18 deg. 01 min. 14 sec. West 428.71 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 and on the Northeast and the lands now or formerly of New York State Electric and Gas Corporation (existing Mulberry Substation) as described in Book 1038 of Deeds at Page 264 on the Southwest; thence North 65 deg. 50 min. 01 sec. West along the last mentioned division line 25.14 feet to a point on the Easterly boundary of the hereinabove described proposed utility easement to be granted to National Grid; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 and along said Easterly boundary the following two (2) courses: 1) North 18 deg. 01 min. 14 sec. East 422.52 feet to a point; and 2) North 02 deg. 05 min. 54 sec. East 46.40 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the South and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa and along the Easterly boundary of the hereinabove described proposed utility easement to be granted to National Grid North 02 deg. 05 min. 54 sec. East 836.52 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the South and the said lands now or formerly of Country Club Acres Inc. on the North; thence through the said lands now or formerly of Country Club Acres Inc. and along the Easterly and Northerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses: 1) North 02 deg. 05 min. 54 sec. East 179.81 feet to a point; and 2) North 72 deg. 45 min. 56 sec. West 4,059.53 feet to a point on the Northeasterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through and across Mechanicville - Stillwater Center County Road 75 North 72 deg. 45 min. 56 sec. West 110.04 feet to a point on the Southwesterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 North 72 deg. 45 min. 56 sec. West 40.80 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or

formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence through the said lands now or formerly of

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Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along the Northerly and Westerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following three (3) courses: 1) North 72 deg. 45 min. 56 sec. West 236.65 feet to a point; 2) South 20 deg. 12 min. 43 sec. West 2,681.40 feet to a point; and 3) North 73 deg. 09 min. 19 sec. West 1,251.71 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the West; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 and along the Northerly and Northeasterly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses: 1) North 73 deg. 09 min. 19 sec. West 957.33 feet to a point; and 2) North 42 deg. 56 min. 46 sec. West 1,091.79 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East and the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West; thence through the said lands now or formerly of D.A. Collins Construction Co., Inc. and along the Northeasterly and Northerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses: 1) North 42 deg. 56 min. 46 sec. West 779.31 feet to a point; and 2) North 72 deg. 16 min. 29 sec. West 973.90 feet to a point on the centerline of George Thompson Road; thence continuing through the road bed of George Thompson Road and through the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 and along the Northerly, Northeasterly, Southeasterly, Easterly and Southerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following six (6) courses: 1) North 72 deg. 16 min. 29 sec. West 1,383.04 feet to a point; 2) North 27 deg. 09 min. 27 sec. West 788.00 feet to a point; 3) North 54 deg. 12 min. 06 sec. West 1,188.85 feet to a point; 4) North 36 deg. 48 min. 50 sec. East 186.22 feet to a point; 5) North 22 deg. 23 min. 04 sec. East 1,342.87 feet; and 6) South 80 deg. 20 min. 54 sec. East 25.63 feet to the point or place of beginning and containing 10.65 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 4

Beginning at a point on the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the East and the lands now or formerly of Vincent Krasuski, Jr. as described in Book 1507 of Deeds at Page 592 on the West, said point being situate South 19 deg. 27 min. 15 sec. West as measured along the above first mentioned division line 54.99 feet from its point of intersection with the division line between the said lands now or formerly of Vincent Krasuski, Jr. on the South and the lands now or formerly of the City of Mechanicville (Reservoir) on the North and runs thence from said point of beginning through the said lands now or formerly of The Luther Forest Corporation as described in Book 978

of Deeds at Page 1053 and along the Southwesterly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses: 1) South

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54 deg. 12 min. 06 sec. East 1,414.18 feet to a point; and 2) South 27 deg. 09 min. 27 sec. East 877.52 feet to a point on the division line between the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the North and the lands now or formerly of Johanna M. Dyer as described in Book 1247 of Deeds at Page 285 on the South; thence North 73 deg. 09 min. 33 sec. West along the last mentioned division line 34.75 feet to a point; thence through the said lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 the following two (2) courses: 1) North 27 deg. 09 min. 27 sec. West 847.37 feet to a point; and 2) North 54 deg. 12 min. 06 sec. West 1,400.84 feet to a point on the above first mentioned division line; thence along said above first mentioned division line North 19 deg. 27 min. 15 sec. East 26.05 feet to the point or place of beginning and containing 1.30 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 5

Commencing at a point on the centerline of George Thompson Road at its point of intersection with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the North and the lands now or formerly of Johanna M. Dyer as described in Book 1247 of Deeds at Page 285 on the South; thence from said point of commencement along the centerline of George Thompson Road North 23 deg. 33 min. 24 sec. East 26.49 feet to the point or place of beginning and runs thence from said point of beginning through the road bed of George Thompson Road and through the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 and along the Southerly and Southwesterly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses: 1) South 72 deg. 16 min. 29 sec. East 951.32 feet to a point; and 2) South 42 deg. 56 min. 46 sec. East 818.99 feet to a point on the division line between the said lands now or formerly of D.A. Collins Construction Co., Inc. on the West and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 and along the Southwesterly and Southerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,053.35 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 969.29 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the East; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along the Southerly and Easterly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following three (3) courses: 1) South 73 deg. 09 min. 19 sec. East 1,421.67 feet to a point; 2) North 20 deg. 12 min. 43 sec. East 2,680.43 feet to a point; and 3) South 72 deg. 45 min. 56 sec. East 97.16 feet to a point on the division line between

the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or

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formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 South 72 deg. 45 min. 56 sec. East 222.62 feet to a point on the Southwesterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through and across the road bed of Mechanicville - Stillwater Center County Road 75 South 72 deg. 45 min.

56 sec. East 93.42 feet to a point on the Northeasterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through the lands now or formerly of Country Club Acres Inc. as described in Book 1507 of Deeds at Page 592 lands formerly of Robert Van Patten as described in Book 913 of Deeds at Page 436 and along the Southerly and Westerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses:

1) South 72 deg. 45 min. 56 sec. East 3,776.59 feet to a point; and 2) South 02 deg. 05 min. 54 sec. West 26.38 feet to a point on the division line between the said lands now or formerly of Country Club Acres Inc. on the North and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the South; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa and along the Westerly boundary of the hereinabove described proposed utility easement to be granted to National Grid South 02 deg. 05 min. 54 sec. West 835.18 feet to a point on the division line between the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa on the North and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the South; thence through the said lands now or formerly of Rolling Fields Realty Corp. and along the Westerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 65.37 feet to a

point; and 2) South 18 deg. 01 min. 14 sec. West 395.22 feet to a point on the division line between the said lands now or formerly of Rolling Fields Realty Corp. on the North and the lands now or formerly of The Little Dee Corporation as described in Book 1431 of Deeds at Page 556 on the South; thence through the said lands now or formerly of The Little Dee Corporation and along the Westerly and Southerly boundary of the hereinabove described proposed utility easement to be granted to National Grid the following three (3) courses: 1) South 18 deg. 01 min. 14 sec. West

3.64 feet to a point; 2) South 25 deg. 18 min. 46 sec. West 287.89 feet to a point; and 3) South 64 deg. 41 min. 14 sec. East 62.67 feet to a point on the division line between the said lands now or formerly of The Little Dee Corporation on the Northwest and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1039 of Deeds at Page 648 on the Southeast; thence South 22 deg. 59 min. 04 sec. West along the last mentioned division line 25.02 feet to a point; thence through the said lands now or formerly of The Little Dee Corporation the following two (2) courses: 1) North 64 deg. 41 min. 14 sec. West 88.68 feet to a point; and 2)

North 25 deg. 18 min. 46 sec. East 311.30 feet to a point on the division line between the said lands now or formerly of The Little Dee Corporation on the South and the said lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the North; thence South 76 deg. 39 min. 57 sec. East along the last mentioned division line 22.38 feet to a point; thence through the said lands now or formerly of Rolling Fields Realty Corp. the following two (2) courses: 1) North 14 deg. 50 min. 26 sec. East 390.25 feet to a point; and 2) North 02 deg. 05 min.

54 sec. East 70.92 feet to a point on the division line between the said lands now or formerly of Rolling Fields Realty Corp. on the South and the lands now or formerly of Julian J. Delarosa and

Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence through the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa North 02 deg. 05 min. 54

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sec. East 834.96 feet to a point on the common division line between the said lands now or formerly of Country Club Acres Inc. on the North and the said lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa, lands now or formerly of Robert G. Meyer as described in Book 964 of Deeds at Page 47 and lands now or formerly of Edward C. Tomlinson and Jo Ann M. Tomlinson as described in Book 964 of Deeds at Page 933 on the South; thence along the last mentioned common division the following two (2) courses: 1) North 73 deg. 28 min. 01 sec. West 2,579.71 feet to a point; and 2) North 72 deg. 46 min. 46 sec. West 912.21 feet to a point; thence through the said lands now or formerly of Country Club Acres Inc. the following two (2) courses: 1) North 08 deg. 26 min. 34 sec. East 32.97 feet to a point; and 2) North 72 deg. 45 min. 56 sec. West 264.50 feet to a point on the Northwesterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through and across Mechanicville - Stillwater Center County Road 75 North 72 deg. 45 min. 56 sec. West 70.64 feet to a point on the Southwesterly road boundary of Mechanicville - Stillwater Center County Road 75; thence through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 North 72 deg. 45 min. 56 sec. West 241.32 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following two (2) courses: 1) North 72 deg. 45 min. 56 sec. West 73.91 feet to a point; and 2) South 20 deg. 12 min. 43 sec. West 1,694.49 feet to its point of intersection with the common division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and the lands now or formerly of William R. Ritter, Jr. and Tina M. Ritter as described in Book 1536 of Deeds at Page 260, lands now or formerly of Elizabeth S. Defibaugh as described in Book 1363 of Deeds at Page 478, lands now or formerly of Mark Becker and Joyce V. Becker as described in Instrument No. 2007002257, lands now or formerly of Gerald V. Mormile III and Michele M. Mormile as described in Book 1340 of Deeds at Page 149 and lands now or formerly of Christine Hoogkamp as described in Book 1646 of Deeds at Page 124 on the East; thence South 20 deg. 12 min. 43 sec. West along the last mentioned common division line 985.78 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 on the South; thence North 73 deg. 09 min. 19 sec. West 1,450.00 feet to its point of intersection with the common division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the North and the said lands now or formerly of Peter Carriero and Mary E. Carriero and lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the South; thence along the last mentioned common division line the following two (2) courses: 1) North 73 deg. 37 min. 21 sec. West 670.47 feet to a point; and 2) North 73 deg. 17 min. 12 sec. West 290.30 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 North 42 deg. 56

min. 46 sec. West 1,059.12 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described

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in Instrument No. 2008001335 on the East and the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West; thence through the said lands now or formerly of D.A. Collins Construction Co., Inc. the following two (2) courses: 1) North 42 deg. 56 min. 46 sec. West 825.60 feet to a point; and 2) North 72 deg. 16 min. 29 sec. West 947.33 feet to a point on the centerline of George Thompson Road; thence along the centerline of George Thompson Road North 23 deg. 33 min. 24 sec. East 25.13 feet to the point or place of beginning and containing 9.54 acres of land, more or less.

TOGETHER WITH permanent non-exclusive easements for the purpose of pedestrian and vehicular ingress and egress over those access roads bounded and described above in Parcel 1-S through Parcel 12-S, inclusive;

EXCEPTING AND RESERVING from the hereinabove described Easements and Access Roads all those certain parcels of land conveyed by The Luther Forest Corporation to The Town of Stillwater by Warranty Deed dated May 15, 2009, recorded in the Saratoga County Clerk's Office on May 29, 2009 as Document No. 2009018427;

EXCEPTING from the hereinabove described Easements and reserving unto Luther Forest Technology Campus Economic Development Corporation and its successors and assigns a permanent easement for pedestrian and vehicular ingress and egress across the portions thereof consisting of Parcels 8-S and 9-S at points and over passageways to be determined by Luther Forest Technology Campus Economic Development Corporation or its successors or assigns in its sole and absolute discretion; and

SUBJECT TO the right of The Luther Forest Corporation and its successors and assigns to cross and re-cross by pedestrian and vehicular means the hereinabove described Easements over those areas shown as "60' Wide Crossing Easement 1", "60' Wide Crossing Easement 2", "60' Wide Crossing Easement 3", "60' Wide Crossing Easement 4", "60' Wide Crossing Easement 5", "60' Wide Crossing Easement 6", "60' Wide Crossing Easement 7", "60' Wide Crossing Easement 8", and "60' Wide Crossing Easement 9" bounded and described above in Parcel 11-S, and otherwise pursuant to the terms, provisions and conditions of that certain Easement Agreement dated as of March 5, 2010, by and between The Luther Forest Corporation, as Grantor, and Luther Forest Technology Campus Economic Development Corporation, as Grantee, recorded in the Saratoga County Clerk's Office on March 24, 2010 as Document No. 2010009449.

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## MALTA

### **Parcels 1-M:** Lands now or formerly of The Enclave at Malta, LLC

All those certain tracts, pieces or parcels of land situate, lying and being in the Town of Malta, County of Saratoga, State of New York, lying Westerly of U. S. Route 9 and New York State Route 67 (Mechanicville-Malta S.H. No. 610) and Easterly of Interstate Route 87 (Adirondack Northway, F.I.S.H. No. 502-2-2, Clifton Park-Malta Section), and being more particularly bounded and described as follows:

Parcel A: 5.87± ACRE PARCEL (Substation Parcel- East of Northway and West of Vettura Court- portion of SBL# 229.00-3-42.1 and portion of Lot 60- portion of SBL# 229.81-1-36)

Beginning at a point at the intersection of the division line between the lands now or formerly of Park Place at Malta, LLC as described in Instrument No. 2008035250 on the North and the lands now or formerly of Regency Realty Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC as described in Book 1720 of Deeds at Page 127 on the South with the Easterly highway boundary of Interstate Route 87 (Adirondack Northway, F.I.S.H. No. 502-2-2, Clifton Park-Malta Section) and runs thence from said point of beginning along the above mentioned Easterly highway boundary the following three (3) courses: 1) North 02 deg. 26 min. 34 sec. East 289.53 feet to a point; 2) North 02 deg. 27 min. 45 sec. West 343.58 feet to a point; and 3) North 02 deg. 32 min. 55 sec. West 100.17 feet to a point; thence North 84 deg. 08 min. 55 sec. East through the said lands now or formerly of Park Place at Malta, LLC along the Northerly boundary of an easement previously granted to Niagara Mohawk Power Corporation for drainage and utilities as described in Book 1264 of Deeds at Page 122, a distance of 237.92 feet to a point on the division line between the said lands now or formerly of Park Place at Malta, LLC on the West and the lands now or formerly of National Grid lands formerly of Niagara Mohawk Power Corporation as described in Book 1264 of Deeds at Page 122 on the East; thence South 04 deg. 26 min. 23 sec. East along the above last mentioned division line 100.03 feet to its intersection with the division line between the said lands now or formerly of Park Place at Malta, LLC on the South and the said lands now or formerly of National Grid on the North, said division line being the Northerly boundary of the existing Niagara Mohawk Spier Falls - Rotterdam Tap To Ballston Tap To Malta 115KV Transmission Line right-of-way as described in Book 1281 of Deeds at Page 276; thence North 84 deg. 08 min. 55 sec. East along the above last mentioned division line 110.50 feet to a point; thence continuing through the said lands now or formerly of Park Place at Malta, LLC and through Lot 60 Vettura Court as shown on a map entitled "Park Place At Malta N.Y.S. Route 9, Town Of Malta, Saratoga County, Subdivision Plan-1 And Subdivision Plan-2," dated April 26, 2005, last revised August 11, 2005 and filed in the Saratoga County Clerk's Office on October 6, 2005 as Map Nos. P337F, P337G and P337 the following two (2) courses: 1) South 00 deg. 51 min. 48 sec. East 261.98 feet to a point; and 2) South 87 deg. 06 min. 51 sec. East 171.75 feet to a point on the Westerly boundary of Vettura Court; thence South 12 deg. 06 min. 39 sec. West along the Westerly boundary of Vettura Court

73.63 feet to its point of intersection with the common division line between Lot 60 Vettura Court and said lands now or formerly of Park Place at Malta, LLC on the North and Lot 23 Vettura Court on the South; thence North 77 deg. 53 min. 21 sec. West along the last mentioned common division

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line 141.41 feet to its point of intersection with the common division line between the said lands now or formerly of Park Place at Malta, LLC on the West and Lot 23, Lot 24 and Lot 25 Vettura Court on the East; thence South 01 deg. 50 min. 06 sec. West along the last mentioned common division line 315.44 feet to a point on the above first mentioned division line; thence South 83 deg. 36 min. 56 sec. West along said above first mentioned division line 361.39 feet to the point or place of beginning and containing 5.87 acres of land, more or less.

Parcel B: 0.11± ACRE PARCEL (portion of Vettura Court- portion of SBL# 229.81-1-99)

Beginning at a point on the Easterly road boundary of Vettura Court at its point of intersection with the division line between Lot 31 Vettura Court on the North and Lot 30 Vettura Court on the South as shown on a map entitled "Park Place At Malta N.Y.S. Route 9, Town Of Malta, Saratoga County, New York Subdivision Plan-1 And Subdivision Plan-2," dated April 26, 2005, last revised August 11, 2005 and filed in the Saratoga County Clerk's Office on October 6, 2005 as Map Nos. P337F, P337G and P337 and runs thence from said point of beginning through the road bed of Vettura Court South 87 deg. 39 min. 39 sec. West 89.68 feet to a point on the Westerly road boundary of Vettura Court at its point of intersection with the division line between Lot 23 Vettura Court on the South and Lot 60 Vettura Court on the North; thence North 12 deg. 06 min. 39 sec. East along said Westerly road boundary of Vettura Court 73.63 feet to a point; thence through and across the road bed of Vettura Court South 87 deg. 06 min. 51 sec. East 54.63 feet to a point on the Easterly road boundary of Vettura Court at its point of intersection with the division line between said Lot 31 Vettura Court on the South and Lot 32 Vettura Court on the North; thence along said Easterly road boundary in a Southerly direction along a curve to the left having a radius of 125.00 feet, an arc length of 48.00 feet and a chord bearing of South 13 deg. 16 min. 49 sec. East 47.70 feet to a point of tangency on the Northeasterly road boundary of Vettura Court; thence along said Northeasterly road boundary South 24 deg. 16 min. 49 sec. East 21.01 feet to the point or place of beginning and containing 4,790± square feet or 0.11 acre of land, more or less.

Parcel C: 0.91± ACRE PARCEL (South Alley- portion of SBL #229.81-1-98; portion of Lot 32- portion of SBL# 229.81-1-26; and portion of Lot 33- portion of SBL# 229.81-1-25)

Beginning at a point on the Westerly boundary of Phaeton Lane at its point of intersection with the common division line between lands now or formerly of Park Place at Malta, LLC (South Alley) as shown on a map entitled "Park Place At Malta N.Y.S. Route 9, Town Of Malta, Saratoga County, Subdivision Plan-1 And Subdivision Plan-2," dated April 26, 2005, last revised August 11, 2005 and filed in the Saratoga County Clerk's Office on October 6, 2005 as Map Nos. P337F, P337G and P337 on the North and the lands now or formerly of Donald C. Greene as described in Book 1106 of Deeds at Page 423 and lands now or formerly of Regency Realty Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC as described in Book 1720 of Deeds at Page 127 on the South and runs thence from said point of beginning South 84 deg. 01 min. 56 sec. West along the above last mentioned common division line 1,302.47 feet to its point of intersection with the division line between the said lands now or

formerly of Park Place at Malta, LLC on the East and Lot 31 Vettura Court being lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described

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in Instrument No. 2007043119 on the West; thence along the last mentioned division line North 05 deg. 58 min. 04 sec. West 19.59 feet to its point of intersection with the division line between Lot 32 lands now or formerly of Park Place at Malta, LLC as shown on the above mentioned filed subdivision map on the North and said Lot 31 on the South; thence South 88 deg. 50 min. 39 sec. West along the last mentioned division line 160.31 feet to a point on the Easterly boundary of Vettura Court; thence through said Lot 32 and Lot 33 Vettura Court lands now or formerly of Park Place at Malta, LLC North 85 deg. 07 min. 21 sec. East 159.77 feet to its point of intersection with the common division line between the said lands now or formerly of Park Place at Malta, LLC (South Alley) on the South and the lands designated as a private alley, Lots 34 through 45, private alley, and Lots 46 through 57 consecutively as shown on the above described filed subdivision map on the North; thence North 84 deg. 01 min. 56 sec. East along the last mentioned common division line 1,300.29 feet to a point on the above mentioned Westerly boundary of Phaeton Lane; thence South 10 deg. 07 min. 04 sec. East along said Westerly road boundary 30.08 feet to the point or place of beginning and containing 39,873± square feet or 0.91 acre of land, more or less.

Parcel D: 0.21± ACRE PARCEL (Lot 31- SBL# 229.81-1-27)

All that certain tract, piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York, lying Easterly of Vettura Court known as Lot 31 Vettura Court as shown on a map entitled "Park Place At Malta, N.Y.S. Route 9, Town Of Malta, Saratoga County, New York, Subdivision Plan-1 And Subdivision Plan-2," dated April 26, 2005, last revised August 11, 2005 and filed in the Saratoga County Clerk's Office on October 6, 2005 as Map Nos. P337F, P337G and P337, bounded and described as follows:

Beginning at a point on the Easterly road boundary of Vettura Court at its point of intersection with the division line between Lot 31 Vettura Court on the South and Lot 32 Vettura Court on the North and runs thence from said point of beginning North 88 deg. 50 min. 39 sec. East 160.31 feet to its point of intersection with the common division line between said Lot 31 Vettura Court on the West and the lands now or formerly of Park Place at Malta, LLC as described in Instrument No. 2008035250, lands designated as "South Alley" as shown on the above described map, and lands now or formerly of Regency Realty Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC as described in Book 1720 of Deeds at Page 127 on the East; thence along the last mentioned common division line the following two (2) courses: 1) South 05 deg. 58 min. 04 sec. East 19.59 feet to a point; and 2) South 07 deg. 27 min. 44 sec. East 30.38 feet to its point of intersection with the division line between said Lot 31 Vettura Court on the North and Lot 30 Vettura Court on the South; thence South 82 deg. 32 min. 16 sec. West along the last mentioned division line 147.91 feet to a point on the Northeasterly road boundary of Vettura Court; thence along the Northeasterly and Easterly road boundary of Vettura Court the following two (2) courses: 1) North 24 deg. 16 min. 49 sec. West 21.01 feet to a point of curvature; and 2) in a Northerly direction along a curve to the right having a radius of 125.00 feet, an arc length of 48.00 feet and a chord bearing of North 13 deg. 16 min. 49 sec. West 47.70 feet to the point or place of beginning and containing 9,143± square feet or 0.21 acre of land, more or less.

Bearings are based on the New York State Plane Coordinate System, East Zone, NAD 1983/96.

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**Parcels 2-M:** Lands now or formerly of Greene

Parcel A: .08± ACRE PARCEL (2400 Route 9- portion of SBL# 240.00-2-61.1)

All that certain tract, piece or parcel of land situate, lying and being in the Town of Malta, County of Saratoga, State of New York, lying Westerly of U.S. Route 9 and New York State Route 67 (Mechanicville-Malta S.H. No. 610), being a portion of Lot 3 as shown on that certain map entitled "Subdivision Map Lands Now Or Formerly Of Donald C. Greene 2400 Route 9 To Be Conveyed To Luther Forest Technology Campus Economic Development Corporation, Town of Malta, County of Saratoga, State of New York", Drawing Number 06-698 prepared by C.T. Male Associates, P.C., dated October 30, 2006, last revised May 27, 2008, and filed in the Saratoga County Clerk's Office on July 1, 2008 as Map No. L-731, bounded and described as follows:

Beginning at a point at the intersection of the division line between Lot 3 lands now or formerly of Donald C. Greene as described in Book 1106 of Deeds at Page 423 as shown of the above referenced map on the South and the lands now or formerly of Park Place at Malta LLC as described in Instrument No. 2008035250 lands formerly of The Enclave at Malta, LLC as described in Book 1732 of Deeds at Page 47 (Instrument No. 2006001181) on the North with the division line between said Lot 3 on the West and Lot 2 lands now or formerly of The Enclave at Malta, LLC as described in Instrument No. 2008027748 on the East, said Lot 2 and Lot 3 as shown on the above referenced map and runs thence from said point of beginning South 10 deg. 07 min. 03 sec. East along the above last mentioned division line between Lot 3 on the West and Lot 2 on the East 70.00 feet to a point; thence North 62 deg. 21 min. 49 sec. West through said Lot 3, a distance of 126.15 feet to a point on the above first mentioned division line between said Lot 3 on the South and the said lands now or formerly of Park Place at Malta LLC on the North; thence North 84 deg. 01 min. 56 sec. East along said above first mentioned division line 100.00 feet to the point or place of beginning and containing 3,491± square feet or 0.08 acre of land, more or less.

Parcel B: .28± ACRE PARCEL (Phaeton Lane- portion of SBL# 229.82-1-97)

All that certain tract, piece or parcel of land situate, lying and being in the Town of Malta, County of Saratoga, State of New York, lying Westerly of U.S. Route 9 and New York State Route 67 (Mechanicville-Malta S.H. No. 610), being a portion of Lot 2 as shown on on that certain map entitled "Subdivision Map Lands Now Or Formerly Of Donald C. Greene 2400 Route 9 To Be Conveyed To Luther Forest Technology Campus Economic Development Corporation, Town of Malta, County of Saratoga, State of New York", Drawing Number 06-698, prepared by C.T. Male

Associates, P.C., dated October 30, 2006, last revised May 27, 2008, and filed in the Saratoga County Clerk's Office on July 1, 2008 as Map No. L- 731, bounded and described as follows:

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Beginning at a point on the Westerly boundary of U.S. Route 9 and New York State Route 67 (Mechanicville-Malta S.H. No. 610), said point being distant South 08 deg. 13 min. 12 sec. East 79.33 feet as measured along the Westerly boundary of said state highway from its intersection with the division line between Lot 2 as shown on the above referenced map on the South and the lands now or formerly of The Enclave at Malta, LLC as described in Instrument No. 2008028137 lands formerly of Malta Trails L.L.C. as described in Book 1630 of Deeds at Page 146 on the North and runs thence from said point of beginning South 08 deg. 13 min. 12 sec. East along the Westerly boundary of said state highway 28.52 feet to a point; thence South 84 deg. 31 min. 16 sec. West through said Lot 2, a distance of 99.76 feet to a point on the division line between said Lot 2 on the North and Lot 3 as shown on the above referenced map on the South; thence along the above last mentioned division line the following three (3) courses: 1) South 80 deg. 09 min. 23 sec. West 44.37 feet to a point; 2) South 82 deg. 55 min. 50 sec. West 121.48 feet to a point; and 3) South 81 deg. 47 min. 21 sec. West 25.21 feet to a point; thence North 62 deg. 49 min. 29 sec. West through said Lot 2, a distance of 104.96 feet to a point on the division line between said Lot 2 on the East and said Lot 3 on the West; thence North 10 deg. 07 min. 03 sec. West along the above last mentioned division line 37.71 feet to a point; thence through said Lot 2 the following three (3) courses: 1) South 62 deg. 49 min. 29 sec. East 80.72 feet to a point of curvature; 2) in an Easterly direction along a curve to the left having a radius of 90.00 feet, a chord bearing of South 79 deg. 09 min. 06 sec. East and a chord distance of 50.60 feet, an arc length of 51.29 feet to a point of tangency; and 3) North 84 deg. 31 min. 16 sec. East 264.16 feet to the point or place of beginning and containing 12,403± square feet or 0.28 acre of land, more or less.

Parcel 3-M is for informational only and is not insured under the policy to be issued pursuant to this Commitment for Title Insurance:

**Parcel 3-M:** .08± ACRE PARCEL (Portion of U.S. Route 9 and NYS Route 67- SBL # unassigned)

All that certain tract, piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York, being a portion of the bed of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610), and being more particularly bounded and described as follows:

Beginning at a point at the intersection of the Easterly boundary of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610) with the Southerly boundary of Stonebreak Road as described in Book 1009 of Deeds at Page 621, said point being the Northwesterly corner of the lands now or formerly of the Town of Malta (Road and Utility Corridor No. 1) as described in Instrument No. 2008014342 as shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest

Technology Campus Economic Development Corporation,” Town of Malta, County of Saratoga, State of New York, prepared by C.T. Male Associates, P.C. dated April 20, 2007, last revised July

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16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L730 and runs thence from said point of beginning along said Easterly boundary of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610) South 08 deg. 30 min. 08 sec. East 12.92 feet to a point; thence South 89 deg. 18 min. 43 sec. West 107.98 feet through and across the bed of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610) to a point on the Westerly boundary of said state highway and the Easterly boundary of the lands now or formerly of The Enclave at Malta, LLC as described in Instrument No. 2008027748 Lot 2 as shown on a map entitled "Subdivision Map Lands Now Or Formerly Of Donald C. Greene 2400 Route 9 To Be Conveyed To Luther Forest Technology Campus Economic Development Corporation," prepared by C.T. Male Associates, P.C. dated October 30, 2006, last revised May 27, 2008 and filed in the Saratoga County Clerk's Office on July 1, 2008 as Map No. L731; thence North 08 deg. 13 min. 12 sec. West along the Westerly boundary of said state highway 28.52 feet to a point; thence North 84 deg. 31 min. 16 sec. East through and across the bed of said state highway 106.98 feet to a point on the Easterly boundary of said U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610); thence South 08 deg. 30 min. 08 sec. East along the above first mentioned Easterly highway boundary 24.64 feet to the point or place of beginning and containing 3,533± square feet or 0.08 acre of land, more or less.

**Parcels 4-M: Stonebreak Road and Utility Corridor**

All those certain tracts, pieces or parcels of land situate, lying and being in the Town of Malta, County of Saratoga, State of New York, lying Easterly of U.S. Route 9 and NYS Route 67 (Mechanicville - Malta S.H. No. 610) bounded and described as follows:

Parcel A: 0.30± ACRE PARCEL (Portion of Old Stonebreak Road- SBL# unassigned)

Beginning at a point at the intersection of the Southerly boundary of Stonebreak Road as described in Book 1009 of Deeds at Page 621 with the Easterly boundary of U.S. Route 9 and NYS Route 67 (Mechanicville-Malta S.H. No. 610) said point being the Northwesterly corner of the lands now or formerly of the Town of Malta as described in Instrument No. 2008014342 and shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," Town of Malta, County of Saratoga, State of New York, prepared by C.T. Male Associates, P.C. dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L730 and runs thence from said point of beginning North 08 deg. 30 min. 08 sec. West along the Easterly boundary of U.S. Route 9 and NYS Route 67 (Mechanicville-Malta S.H. No. 610), a distance of 24.64 feet to a point; thence through the bed of Stonebreak Road the following two (2) courses: 1) North 84 deg. 31 min. 16 sec. East 436.07 feet to a point of curvature; and 2) in an Easterly direction along a curve to the right having a radius of 1,000.00 feet, a chord bearing of North 88 deg. 00 min. 41 sec. East and a chord distance of 121.75 feet, an arc length of 121.83 feet to a point on the Easterly boundary of Stonebreak Road; thence

South 00 deg. 24 min. 32 sec. East along the Easterly boundary of Stonebreak Road 16.78 feet to its intersection with the above first mentioned Southerly boundary of Stonebreak Road; thence along

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said Southerly road boundary the following two (2) courses: 1) in a Westerly direction along a curve to the left having a radius of 350.00 feet, a chord bearing of South 86 deg. 57 min. 21 sec. West and a chord distance of 32.21 feet, an arc length of 32.22 feet to a point of tangency; and 2) thence South 84 deg. 19 min. 06 sec. West 522.63 feet to the point or place of beginning and containing 12,863± square feet or 0.30 acre of land, more or less.

Parcel B: 17.99± ACRE PARCEL (Stonebreak Road and Utility Corridor Nos. 1 & 2- portion of SBL# 241.00-1-98)

Beginning at a point at the intersection of the Easterly boundary of U.S. Route 9 and NYS Route 67 (Mechanicville - Malta S.H. No. 610) with the Southerly boundary of Stonebreak Road as described in Book 1009 of Deeds at Page 621, said point being the Northwesterly corner of the lands now or formerly of the Town of Malta as described in Instrument No. 2008014342 as shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," Town of Malta, County of Saratoga, State of New York, prepared by C.T. Male Associates, P.C. dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L730 and runs thence from said point of beginning along said Southerly boundary of Stonebreak Road the following two (2) courses: 1) North 84 deg. 19 min. 06 sec. East 522.63 feet to a point of curvature; and 2) in an Easterly direction along a curve to the right having a radius of 350.00 feet, a chord bearing of North 86 deg. 57 min. 21 sec. East and a chord distance of 32.21 feet, an arc length of 32.22 feet to its intersection with the Easterly boundary of Stonebreak Road; thence North 00 deg. 24 min. 32 sec. West along said Easterly boundary of Stonebreak Road 16.78 feet to a point on the division line between the Easterly boundary of Stonebreak Road on the West and the said lands now or formerly of the Town of Malta on the East; thence through the said lands now or formerly of the Town of Malta (Road and Utility Corridor No. 1) along the Northeasterly boundary of a 30-foot-wide proposed utility easement the following fifteen (15) courses: 1) in an Easterly direction along a curve to the right having a radius of 1,000.00 feet, a chord bearing of South 81 deg. 58 min. 32 sec. East and a chord distance of 227.20 feet, an arc length of 227.69 feet to a point of reverse curvature; 2) in an Easterly direction along a curve to the left having a radius of 91.31 feet, a chord bearing of South 88 deg. 27 min. 01 sec. East and a chord distance of 41.07 feet, an arc length of 41.43 feet to a point of tangency; 3) North 78 deg. 33 min. 07 sec. East 69.53 feet to a point of curvature; 4) in an Easterly direction along a curve to the right having a radius of 108.75 feet, a chord bearing of South 86 deg. 45 min. 13 sec. East and a chord distance of 55.17 feet, an arc length of 55.78 feet to a point of tangency; 5) South 72 deg. 03 min. 32 sec. East 387.24 feet to a point of curvature; 6) in a Southeasterly direction along a curve to the right having a radius of 2,643.55 feet, a chord bearing of South 63 deg. 26 min. 14 sec. East and a chord distance of 792.60 feet, an arc length of 795.60 feet to a point of tangency; 7) South 54 deg. 48 min. 55 sec. East 98.90 feet to a point of curvature; 8) in a Southeasterly direction along a curve to the left having a radius of 756.45 feet, a chord bearing of South 66 deg. 21 min. 28 sec. East and a chord distance of 302.72

feet, an arc length of 304.78 feet to a point of reverse curvature; 9) in a Southeasterly direction along a curve to the right having a radius of 86.71 feet, a chord bearing of South 61 deg. 27 min. 01

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sec. East and a chord distance of 49.11 feet, an arc length of 49.79 feet to a point of tangency; 10) South 45 deg. 00 min. 00 sec. East 53.19 feet to a point of curvature; 11) in a Southeasterly direction along a curve to the left having a radius of 91.25 feet, a chord bearing of South 61 deg. 23 min. 00 sec. East and a chord distance of 51.48 feet, an arc length of 52.18 feet to a point of tangency; 12) South 77 deg. 46 min. 01 sec. East 190.47 feet to a point of curvature; 13) in an Easterly direction along a curve to the right having a radius of 108.75 feet, a chord bearing of South 68 deg. 46 min. 22 sec. East and a chord distance of 34.00 feet, an arc length of 34.14 feet to a point of tangency; 14) South 59 deg. 46 min. 44 sec. East 69.86 feet to a point; and 15) South 69 deg. 27 min. 15 sec. East 34.18 feet to a point on the Westerly boundary of a 125-foot-wide portion of the proposed utility easement; thence North 08 deg. 16 min. 50 sec. East continuing through Road and Utility Corridor No. 1 lands now or formerly of the Town of Malta 7.05 feet to a point on the Northerly boundary of said proposed 125-foot-wide utility easement; thence South 81 deg. 43 min. 10 sec. East continuing through Road and Utility Corridor No. 1 and along the Northerly boundary of said proposed 125-foot-wide utility easement 243.70 feet to a point; thence South 68 deg. 14 min. 28 sec. East continuing through Road and Utility Corridor No. 1 and along the Southwesterly boundary of the Northeasterly portion of the lands now or formerly of Fox Wander East Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 300, a distance of 555.77 feet to a point; thence South 55 deg. 28 min. 52 sec. East along the Southwesterly boundary of the Northeasterly portion of the lands now or formerly of Fox Wander East Neighborhood Association, Inc., lands now or formerly of Thomas J. Farone Homebuilders, Inc. as described in Instrument No. 2008012128 and lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 crossing into Road and Utility Corridor No. 2, a distance of 1,185.91 feet to a point; thence continuing through Road and Utility Corridor No. 2 lands now or formerly of the Town of Malta along the Northerly and Northwesterly boundary of the proposed 125-foot-wide utility easement the following four (4) courses: 1) North 83 deg. 58 min. 57 sec. East 527.63 feet to a point; 2) North 76 deg. 07 min. 25 sec. East 477.84 feet to a point; 3) North 52 deg. 16 min. 52 sec. East 976.19 feet to a point; and 4) North 30 deg. 23 min. 44 sec. East through said Road and Utility Corridor No. 2 and along the Southeasterly boundary of the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in the Book 1725 of Deeds at Page 95, a distance of 497.34 feet to a point; thence continuing through Road and Utility Corridor No. 2, lands now or formerly of the Town of Malta and along the Northwesterly boundary of the proposed 125-foot-wide utility easement the following three (3) courses: 1) North 47 deg. 01 min. 43 sec. East 520.97 feet to a point; 2) North 68 deg. 28 min. 23 sec. East 442.18 feet to a point; and 3) North 39 deg. 03 min. 40 sec. East 160.01 feet to a point on the Easterly boundary of East Connector Road a.k.a. Rocket Drive; thence along said Easterly road boundary the following two (2) courses: 1) in a Southerly direction along a curve to the right having a radius of 100.00 feet, a chord bearing of South 05 deg. 58 min. 10 sec. West and a chord distance of 5.76 feet, an arc length of 5.77 feet to a point; and 2) South 35 deg. 11 min. 08 sec. East 126.61 feet to a point on the Southeasterly boundary of the proposed 125-foot-wide utility easement; thence along the Southeasterly and Southerly boundary of the proposed 125-foot-wide utility easement through said Road and Utility Corridor No. 2, lands now or formerly of the Town of Malta the following three (3) courses: 1) South 39 deg. 03 min. 40 sec. West 153.61 feet to a point; 2) South 68 deg. 28 min. 23 sec. West 451.32 feet to a point; and 3) South 47 deg. 01 min. 43 sec. West 479.03 feet to a point; thence

continuing along the Southeasterly and Southerly boundary of the proposed 125-foot-wide utility easement along the Southerly boundary of said Road and Utility Corridor No. 2 lands now or

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formerly of the Town of Malta the following five (5) courses: 1) South 30 deg. 23 min. 44 sec. West 503.27 feet to a point; 2) South 52 deg. 16 min. 52 sec. West along the Southeasterly boundary of Road and Utility Corridor No. 2 a distance of 1,026.71 feet to a point; 3) South 76 deg. 07 min. 25 sec. West continuing along the Southerly boundary of said Road and Utility Corridor No. 2 a distance of 512.84 feet to a point; 4) South 83 deg. 58 min. 57 sec. West 582.37 feet to a point; and 5) North 55 deg. 28 min. 52 sec. West along the Southwesterly boundary of Road and Utility Corridor No. 2 lands now or formerly of the Town of Malta along the Southwesterly boundary of the proposed 125-foot-wide utility easement and entering Road and Utility Corridor No. 1, a distance of 1,218.09 feet to a point; thence North 68 deg. 14 min. 28 sec. West continuing along the Southwesterly boundary of the proposed 125-foot-wide utility easement and along the Northeasterly boundary of the Southwesterly portion of the lands now or formerly of Fox Wander East Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 300 and through Road and Utility Corridor No. 1, a distance of 527.02 feet to a point; thence North 81 deg. 43 min. 10 sec. West along the Northerly boundary of the lands now or formerly of Fox Wander East Neighborhood Association, Inc. 228.93 feet to its intersection with the Westerly boundary of the 125-foot-wide portion of said proposed utility easement; thence North 08 deg. 16 min. 50 sec. East continuing through Road and Utility Corridor No. 1, lands now or formerly of the Town of Malta 87.25 feet to a point, said point being on the Easterly terminus of the 30-foot-wide portion of the proposed utility easement; thence continuing through Road and Utility Corridor No. 1 lands now or formerly of the Town of Malta along the Southwesterly and Southerly boundary of the proposed 30-foot-wide utility easement the following sixteen (16) courses: 1) North 69 deg. 27 min. 15 sec. West 43.24 feet to a point; 2) North 59 deg. 46 min. 44 sec. West 72.40 feet to a point of curvature; 3) in a Westerly direction along a curve to the left having a radius of 78.75 feet, a chord bearing of North 68 deg. 46 min. 22 sec. West and a chord distance of 24.62 feet, an arc length of 24.72 feet to a point of tangency; 4) North 77 deg. 46 min. 01 sec. West 190.47 feet to a point of curvature; 5) in a Northwesterly direction along a curve to the right having a radius of 121.25 feet, a chord bearing of North 61 deg. 23 min. 00 sec. West and a chord distance of 68.40 feet, an arc length of 69.34 feet to a point of tangency; 6) North 45 deg. 00 min. 00 sec. West 53.19 feet to a point of curvature; 7) in a Northwesterly direction along a curve to the left having a radius of 56.71 feet, a chord bearing of North 61 deg. 27 min. 01 sec. West and a chord distance of 32.12 feet, an arc length of 32.56 feet to a point of reverse curvature; 8) in a Northwesterly direction along a curve to the right having a radius of 786.45 feet, a chord bearing of North 66 deg. 21 min. 28 sec. West and a chord distance of 314.73 feet, an arc length of 316.87 feet to a point of tangency; 9) North 54 deg. 48 min. 55 sec. West 98.90 feet to a point of curvature; 10) in a Northwesterly direction along a curve to the left having a radius of 2,613.55 feet, a chord bearing of North 63 deg. 26 min. 14 sec. West and a chord distance of 783.61 feet, an arc length of 786.57 feet to a point of tangency; 11) North 72 deg. 03 min. 32 sec. West 387.24 feet to a point of curvature; 12) in a Westerly direction along a curve to the left having a radius of 78.75 feet, a chord bearing of North 86 deg. 45 min. 13 sec. West and a chord distance of 39.95 feet, an arc length of 40.39 feet to a point of tangency; 13) South 78 deg. 33 min. 07 sec. West 69.53 feet to a point of curvature; 14) in a Westerly direction along a curve to the right having a radius of 121.31 feet, a chord bearing of North 88 deg. 30 min. 06 sec. West and a chord distance of 54.36 feet, an arc length of 54.82 feet to a point of reverse curvature; 15) in a Westerly direction along a curve to the left having a radius of 970.00 feet, a chord bearing of North 85 deg. 58 min. 29 sec. West and a chord distance of 350.86 feet, an arc

length of 352.80 feet to a point of tangency; and 16) South 83 deg. 36 min. 21 sec. West 420.47 feet to a point on the above first mentioned Easterly boundary of U.S. Route 9 and NYS Route 67

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(Mechanicville - Malta S.H. No. 610); thence North 08 deg. 30 min. 08 sec. West along said above first mentioned Easterly highway boundary 12.92 feet to the point or place of beginning and containing 17.99 acres of land, more or less.

**Parcel 5 M & S:** 12.65± ACRE PARCEL (former Wright-Malta Site- portion of SBL# 230.00-1-76.1 (Malta) and SBL #241.00-1-3.11 (Stillwater))

All that certain tract, piece or parcel of land situate in the Town of Malta and Town of Stillwater, County of Saratoga, State of New York, lying Easterly of Stonebreak Road Extension and Westerly of Cold Spring Road as shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," prepared by C.T. Male Associates, P.C., dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L-730, bounded and described as follows:

Commencing at the point of intersection of the Northwesterly road boundary of Proposed Road and Utility Corridor No. 4 with the Northeasterly road boundary of Proposed Road and Utility Corridor No. 2 (Stonebreak Road) as shown on the above described map and as described in Instrument No. 2008014342; thence from said point of commencement along said Northeasterly road boundary of Proposed Road and Utility Corridor No. 2 and marking the Southwesterly boundary of Proposed Road and Utility Corridor No. 4 in a Southeasterly direction along a curve to the right having a radius of 100.00 feet, an arc length of 116.64 feet and a chord bearing of South 53 deg. 13 min. 55 sec. East 110.14 feet to its point of intersection with the Southeasterly road boundary of Proposed Road and Utility Corridor No. 4 (Stonebreak Road Extension) at its point of intersection with the Easterly road boundary of Proposed Road and Utility Corridor No. 2; thence along said Easterly road boundary of Proposed Road and Utility Corridor No. 2 in a Southerly direction along a curve to the right having a radius of 100.00 feet, an arc length of 42.13 feet and a chord bearing of South 07 deg. 45 min. 00 sec. East 41.81 feet to the point or place of beginning and runs thence from said point of beginning through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 the following six (6) courses: 1) North 39 deg. 03 min. 40 sec. East 364.69 feet to a point; 2) North 41 deg. 04 min. 40 sec. East 592.67 feet to a point; 3) South 72 deg. 11 min. 00 sec. East 855.67 feet to a point; 4) North 80 deg. 30 min. 43 sec. East 473.88 feet to a point; 5) South 82 deg. 46 min. 11 sec. East and crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 1,416.77 feet to a point; and 6) South 85 deg. 36 min. 16 sec. East 90.53 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 on the Southwest and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the Northeast at its point of intersection with the division line

between other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the North and the said

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lands now or formerly of Globalfoundries U.S. Inc. on the South; thence along the last mentioned division line the following two (2) courses: 1) South 85 deg. 36 min. 16 sec. East 333.56 feet to a point; and 2) South 89 deg. 57 min. 39 sec. East 138.84 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the East and the said lands now or formerly of Globalfoundries U.S. Inc. on the West, said point being the point of commencement of the hereinafter described Utility Easement No. 2; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 South 89 deg. 57 min. 39 sec. East 29.08 feet to a point on the existing chain-link fence around the proposed Luther Forest Substation presently under construction as field located on April 1, 2010; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along said existing chain-link fence South 00 deg. 30 min. 09 sec. West 175.01 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following two (2) courses: 1) North 89 deg. 57 min. 39 sec. West 174.65 feet to a point; and 2) North 79 deg. 03 min. 34 sec. West 316.54 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the Southeast and other said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 on the Northwest; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 the following six (6) courses: 1) North 79 deg. 03 min. 34 sec. West 126.46 feet to a point; 2) North 82 deg. 46 min. 11 sec. West and crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 1,393.73 feet to a point; 3) South 80 deg. 30 min. 43 sec. West 485.87 feet to a point; 4) North 72 deg. 11 min. 00 sec. West 803.71 feet to a point; 5) South 41 deg. 04 min. 40 sec. West 508.14 feet to a point; and 6) South 39 deg. 03 min. 40 sec. West 401.70 feet to a point on the above mentioned Northeasterly road boundary of Proposed Road and Utility Corridor No. 2 (East Connector Road); thence North 35 deg. 11 min. 08 sec. West along said Northeasterly road boundary 126.60 feet to a point on the Easterly road boundary of Proposed Road and Utility Corridor No. 2; thence along said Easterly road boundary in a Northerly direction along a curve to the left having a radius of 100.00 feet, an arc length of 5.77 feet and a chord bearing of North 05 deg. 58 min. 10 sec. East 5.76 feet to the point or place of beginning and containing 12.65 acres of land, more or less.

CONTIGUOUS DESCRIPTION

The above Utility Easements described at Parcels 1-M, 2M, 4M and 5-M & S, excepting and reserving Parcel 3-M, are bounded and described in a contiguous fashion as follows:

All that certain tract, piece or parcel of land situate, lying and being in the Town of Malta and Town of Stillwater, County of Saratoga, State of New York, lying Easterly of Interstate Route 87 (Adirondack Northway, F.I.S.H. No. 502-2-2, Clifton Park-Malta Section) and Westerly of the

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Luther Forest Substation on Cold Spring Road, and being more particularly bounded and described as follows:

Beginning at a point at the intersection of the division line between the lands now or formerly of Park Place at Malta, LLC as described in Instrument No. 2008035250 on the North and the lands now or formerly of Regency Realty Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC as described in Book 1720 of Deeds at Page 127 on the South with the Easterly highway boundary of Interstate Route 87 (Adirondack Northway, F.I.S.H. No. 502-2-2, Clifton Park-Malta Section) and runs thence from said point of beginning along the above mentioned Easterly highway boundary the following three (3) courses: 1) North 02 deg. 26 min. 34 sec. East 289.53 feet to a point; 2) North 02 deg. 27 min. 45 sec. West 343.58 feet to a point; and 3) North 02 deg. 32 min. 55 sec. West 100.17 feet to a point; thence North 84 deg. 08 min. 55 sec. East through the said lands now or formerly of Park Place at Malta, LLC along the Northerly boundary of an easement previously granted to Niagara Mohawk Power Corporation for drainage and utilities as described in Book 1264 of Deeds at Page 122, a distance of 237.92 feet to a point on the division line between the said lands now or formerly of Park Place at Malta, LLC on the West and the lands now or formerly of National Grid lands formerly of Niagara Mohawk Power Corporation as described in Book 1264 of Deeds at Page 122 on the East; thence South 04 deg. 26 min. 23 sec. East along the above last mentioned division line 100.03 feet to its intersection with the division line between the said lands now or formerly of Park Place at Malta, LLC on the South and the said lands now or formerly of National Grid on the North, said division line being the Northerly boundary of the existing Niagara Mohawk Spier Falls - Rotterdam Tap To Ballston Tap To Malta 115KV Transmission Line right-of-way as described in Book 1281 of Deeds at Page 276; thence North 84 deg. 08 min. 55 sec. East along the above last mentioned division line 110.50 feet to a point; thence through the said lands now or formerly of Park Place at Malta, LLC the following two (2) courses: 1) South 00 deg. 51 min. 48 sec. East 261.98 feet to a point; and 2) South 87 deg. 06 min. 51 sec. East 171.75 feet to a point on the Westerly boundary of Vettura Court as shown on a map entitled "Park Place At Malta N.Y.S. Route 9, Town Of Malta, Saratoga County, Subdivision Plan-1 And Subdivision Plan-2," dated April 26, 2005, last revised August 11, 2005 and filed in the Saratoga County Clerk's Office on October 6, 2005 as Map Nos. P337F, P337G and P337; thence through and across the road bed of Vettura Court South 87 deg. 06 min. 51 sec. East 54.63 feet to a point on the Easterly road boundary of Vettura Court; thence through Lot 32 and Lot 33 Vettura Court lands now or formerly of Park Place At Malta, LLC North 85 deg. 07 min. 21 sec. East 159.77 feet to its point of intersection with the common division line between the said lands now or formerly the Park Place at Malta, LLC (South Alley) on the South and lands designated as a private alley, Lots 34 through 45, a private alley and Lots 46 through 57 consecutively as shown on the above referenced map on the North; thence North 84 deg. 01 min. 56 sec. East along the last mentioned common division line 1,300.29 feet to a point on the Westerly boundary of Phaeton Lane as proposed; thence South 10 deg. 07 min. 04 sec. East along said Westerly boundary of Phaeton Lane 30.08 feet to its point of intersection with the division line between Lot 3 lands to be retained by Donald C. Greene as described in Book 1106 of Deeds at Page 423 as shown on a map entitled "Subdivision Map Lands Now Or Formerly Of Donald C. Greene 2400 Route 9 To Be Conveyed To Luther Forest Technology Campus Economic Development Corporation," Town of Malta, County of Saratoga,

State of New York, prepared by C.T. Male Associates, P.C., dated October 30, 2006, last revised April 10, 2007, and filed in the Saratoga County Clerk's Office on December 18, 2007 as Map No.

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L723 on the West and Lot 2 lands now or formerly of The Enclave at Malta, LLC as described in Instrument No. 2008027748 on the East; thence South 10 deg. 07 min. 03 sec. East along the last mentioned division line 18.29 feet to a point; thence through said Lot 2 the following three (3) courses: 1) South 62 deg. 49 min. 29 sec. East 80.72 feet to a point of curvature; 2) in an Easterly direction along a curve to the left having a radius of 90.00 feet, a chord bearing of South 79 deg. 09 min. 06 sec. East and a chord distance of 50.60 feet, an arc length of 51.29 feet to a point of tangency; and 3) North 84 deg. 31 min. 16 sec. East 264.16 feet to a point on the Westerly boundary of U.S. Route 9 and New York State Route 67 (Mechanicville-Malta S.H. No. 610); thence North 84 deg. 31 min. 16 sec. East through and across the bed of said state highway 106.98 feet to a point on the Easterly boundary of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610); thence through the road bed of Stonebreak Road the following two (2) courses: 1) North 84 deg. 31 min. 16 sec. East 436.07 feet to a point of curvature; and 2) in an Easterly direction along a curve to the right having a radius of 1,000.00 feet, a chord bearing of North 88 deg. 00 min. 41 sec. East and a chord distance of 121.75 feet, an arc length of 121.83 feet to a point on the division line between the Easterly boundary of Stonebreak Road on the West and the lands now or formerly of the Town of Malta as described in Instrument No. 2008014342 as shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," Town of Malta, County of Saratoga, State of New York, prepared by C.T. Male Associates, P.C. dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L-730 on the East; thence through the said lands now or formerly of the Town of Malta (Road and Utility Corridor No. 1) along the Northeasterly boundary of a 30-foot-wide proposed utility easement the following fifteen (15) courses: 1) in an Easterly direction along a curve to the right having a radius of 1,000.00 feet, a chord bearing of South 81 deg. 58 min. 32 sec. East and a chord distance of 227.20 feet, an arc length of 227.69 feet to a point of reverse curvature; 2) in an Easterly direction along a curve to the left having a radius of 91.31 feet, a chord bearing of South 88 deg. 27 min. 01 sec. East and a chord distance of 41.07 feet, an arc length of 41.43 feet to a point of tangency; 3) North 78 deg. 33 min. 07 sec. East 69.53 feet to a point of curvature; 4) in an Easterly direction along a curve to the right having a radius of 108.75 feet, a chord bearing of South 86 deg. 45 min. 13 sec. East and a chord distance of 55.17 feet, an arc length of 55.78 feet to a point of tangency; 5) South 72 deg. 03 min. 32 sec. East 387.24 feet to a point of curvature; 6) in a Southeasterly direction along a curve to the right having a radius of 2,643.55 feet, a chord bearing of South 63 deg. 26 min. 14 sec. East and a chord distance of 792.60 feet, an arc length of 795.60 feet to a point of tangency; 7) South 54 deg. 48 min. 55 sec. East 98.90 feet to a point of curvature; 8) in a Southeasterly direction along a curve to the left having a radius of 756.45 feet, a chord bearing of South 66 deg. 21 min. 28 sec. East and a chord distance of 302.72 feet, an arc length of 304.78 feet to a point of reverse curvature; 9) in a Southeasterly direction along a curve to the right having a radius of 86.71 feet, a chord bearing of South 61 deg. 27 min. 01 sec. East and a chord distance of 49.11 feet, an arc length of 49.79 feet to a point of tangency; 10) South 45 deg. 00 min. 00 sec. East 53.19 feet to a point of curvature; 11) in a Southeasterly direction along a curve to the left having a radius of 91.25 feet, a chord bearing of South 61 deg. 23 min. 00 sec. East and a chord distance of 51.48 feet, an arc length of 52.18 feet to a point of tangency; 12) South 77 deg. 46 min. 01 sec. East 190.47 feet to a point of curvature; 13) in an Easterly direction along a curve to the right having a radius of 108.75 feet, a chord bearing of

South 68 deg. 46 min. 22 sec. East and a chord distance of 34.00 feet, an arc length of 34.14 feet to a point of tangency; 14) South 59 deg. 46 min. 44 sec. East 69.86 feet to a point; and 15) South 69

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deg. 27 min. 15 sec. East 34.18 feet to a point on the Westerly boundary of a 125-foot-wide portion of the proposed utility easement; thence North 08 deg. 16 min. 50 sec. East continuing through Road and Utility Corridor No. 1 lands now or formerly of the Town of Malta 7.05 feet to a point on the Northerly boundary of the proposed 125-foot-wide utility easement; thence South 81 deg. 43 min. 10 sec. East continuing through Road and Utility Corridor No. 1 and along the Northerly boundary of said proposed 125-foot-wide utility easement 243.70 feet to a point; thence South 68 deg. 14 min. 28 sec. East continuing through Road and Utility Corridor No. 1 and along the Southwesterly boundary of the Northeasterly portion of the lands now or formerly of Fox Wander East Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 300, a distance of 555.77 feet to a point; thence South 55 deg. 28 min. 52 sec. East along the Southwesterly boundary of the Northeasterly portion of the lands now or formerly of Fox Wander East Neighborhood Association, Inc., lands now or formerly of Thomas J. Farone Homebuilders, Inc. as described in Instrument No. 2008012128 and lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 crossing into Road and Utility Corridor No. 2, a distance of 1,185.91 feet to a point; thence continuing through Road and Utility Corridor No. 2 lands now or formerly of the Town of Malta along the Northerly and Northwesterly boundary of the proposed 125-foot-wide utility easement the following four (4) courses: 1) North 83 deg. 58 min. 57 sec. East 527.63 feet to a point; 2) North 76 deg. 07 min. 25 sec. East 477.84 feet to a point; 3) North 52 deg. 16 min. 52 sec. East 976.19 feet to a point; and 4) North 30 deg. 23 min. 44 sec. East through said Road and Utility Corridor No. 2 and along the Southeasterly boundary of the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in the Book 1725 of Deeds at Page 95, a distance of 497.34 feet to a point; thence continuing through Road and Utility Corridor No. 2, lands now or formerly of the Town of Malta and along the Northwesterly boundary of the proposed 125-foot-wide utility easement the following three (3) courses: 1) North 47 deg. 01 min. 43 sec. East 520.97 feet to a point; 2) North 68 deg. 28 min. 23 sec. East 442.18 feet to a point; and 3) North 39 deg. 03 min. 40 sec. East 160.01 feet to a point on the Easterly boundary of East Connector Road a.k.a. Rocket Drive; thence through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 the following six (6) courses: 1) North 39 deg. 03 min. 40 sec. East 364.69 feet to a point; 2) North 41 deg. 04 min. 40 sec. East 592.67 feet to a point; 3) South 72 deg. 11 min. 00 sec. East 855.67 feet to a point; 4) North 80 deg. 30 min. 43 sec. East 473.88 feet to a point; 5) South 82 deg. 46 min. 11 sec. East and crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 1,416.77 feet to a point; and 6) South 85 deg. 36 min. 16 sec. East 90.53 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 on the Southwest and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the Northeast at its point of intersection with the division line between other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and the said lands now or formerly of Globalfoundries U.S. Inc. on the North; thence along the last mentioned division line the following two (2) courses: 1) South 85 deg. 36 min. 16 sec. East 333.56 feet to a point; and 2) South 89 deg. 57 min. 39 sec. East 138.84 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus

Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the East and the said lands now or formerly of Globalfoundries U.S. Inc. on the West; thence continuing

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through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 South 89 deg. 57 min. 39 sec. East 29.08 feet to a point on the existing chain-link fence around the proposed Luther Forest Substation presently under construction as field located on April 1, 2010; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along said existing chain-link fence South 00 deg. 30 min. 09 sec. West 175.01 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following two (2) courses: 1) North 89 deg. 57 min. 39 sec. West 174.65 feet to a point; and 2) North 79 deg. 03 min. 34 sec. West 316.54 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the Southeast and said other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 on the Northwest; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 the following six (6) courses: 1) North 79 deg. 03 min. 34 sec. West 126.46 feet to a point; 2) North 82 deg. 46 min. 11 sec. West and crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 1,393.73 feet to a point; 3) South 80 deg. 30 min. 43 sec. West 485.87 feet to a point; 4) North 72 deg. 11 min. 00 sec. West 803.71 feet to a point; 5) South 41 deg. 04 min. 40 sec. West 508.14 feet to a point; and 6) South 39 deg. 03 min. 40 sec. West 401.70 feet to a point on the above mentioned Northeasterly road boundary of Road and Utility Corridor No. 2 (East Connector Road a.k.a. Rocket Drive); thence along the Southeasterly and Southerly boundary of the proposed 125-foot-wide utility easement through said Road and Utility Corridor No. 2, lands now or formerly of the Town of Malta the following three (3) courses: 1) South 39 deg. 03 min. 40 sec. West 153.61 feet to a point; 2) South 68 deg. 28 min. 23 sec. West 451.32 feet to a point; and 3) South 47 deg. 01 min. 43 sec. West 479.03 feet to a point; thence continuing along the Southeasterly and Southerly boundary of the proposed 125-foot-wide utility easement along the Southerly boundary of said Road and Utility Corridor No. 2 lands now or formerly of the Town of Malta the following five (5) courses: 1) South 30 deg. 23 min. 44 sec. West 503.27 feet to a point; 2) South 52 deg. 16 min. 52 sec. West along the Southeasterly boundary of Road and Utility Corridor No. 2 a distance of 1,026.71 feet to a point; 3) South 76 deg. 07 min. 25 sec. West continuing along the Southerly boundary of said Road and Utility Corridor No. 2 a distance of 512.84 feet to a point; 4) South 83 deg. 58 min. 57 sec. West 582.37 feet to a point; and 5) North 55 deg. 28 min. 52 sec. West along the Southwesterly boundary of Road and Utility Corridor No. 2 lands now or formerly of the Town of Malta along the Southwesterly boundary of the proposed 125-foot-wide utility easement and entering Road and Utility Corridor No. 1, a distance of 1,218.09 feet to a point; thence North 68 deg. 14 min. 28 sec. West continuing along the Southwesterly boundary of the proposed 125-foot-wide utility easement and along the Northerly boundary of the lands now or formerly of Fox Wander East Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 300 and through Road and Utility Corridor No. 1, a distance of 527.02 feet to a point; thence North 81 deg. 43 min. 10 sec. West along the Northerly boundary of the lands now or formerly of Fox Wander East Neighborhood Association, Inc. 228.93 feet to its intersection with the Westerly boundary of the 125-foot-wide portion of said proposed utility easement; thence

North 08 deg. 16 min. 50 sec. East continuing through Road and Utility Corridor No. 1, lands now or formerly of the Town of Malta 87.25 feet to a point, said point being on the Easterly terminus of

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the 30-foot-wide portion of the proposed utility easement; thence continuing through Road and Utility Corridor No. 1 lands now or formerly of the Town of Malta along the Southwesterly and Southerly boundary of the proposed 30-foot-wide utility easement the following sixteen (16) courses: 1) North 69 deg. 27 min. 15 sec. West 43.24 feet to a point; 2) North 59 deg. 46 min. 44 sec. West 72.40 feet to a point of curvature; 3) in a Westerly direction along a curve to the left having a radius of 78.75 feet, a chord bearing of North 68 deg. 46 min. 22 sec. West and a chord distance of 24.62 feet, an arc length of 24.72 feet to a point of tangency; 4) North 77 deg. 46 min. 01 sec. West 190.47 feet to a point of curvature; 5) in a Northwesterly direction along a curve to the right having a radius of 121.25 feet, a chord bearing of North 61 deg. 23 min. 00 sec. West and a chord distance of 68.40 feet, an arc length of 69.34 feet to a point of tangency; 6) North 45 deg. 00 min. 00 sec. West 53.19 feet to a point of curvature; 7) in a Northwesterly direction along a curve to the left having a radius of 56.71 feet, a chord bearing of North 61 deg. 27 min. 01 sec. West and a chord distance of 32.12 feet, an arc length of 32.56 feet to a point of reverse curvature; 8) in a Northwesterly direction along a curve to the right having a radius of 786.45 feet, a chord bearing of North 66 deg. 21 min. 28 sec. West and a chord distance of 314.73 feet, an arc length of 316.87 feet to a point of tangency; 9) North 54 deg. 48 min. 55 sec. West 98.90 feet to a point of curvature; 10) in a Northwesterly direction along a curve to the left having a radius of 2,613.55 feet, a chord bearing of North 63 deg. 26 min. 14 sec. West and a chord distance of 783.61 feet, an arc length of 786.57 feet to a point of tangency; 11) North 72 deg. 03 min. 32 sec. West 387.24 feet to a point of curvature; 12) in a Westerly direction along a curve to the left having a radius of 78.75 feet, a chord bearing of North 86 deg. 45 min. 13 sec. West and a chord distance of 39.95 feet, an arc length of 40.39 feet to a point of tangency; 13) South 78 deg. 33 min. 07 sec. West 69.53 feet to a point of curvature; 14) in a Westerly direction along a curve to the right having a radius of 121.31 feet, a chord bearing of North 88 deg. 30 min. 06 sec. West and a chord distance of 54.36 feet, an arc length of 54.82 feet to a point of reverse curvature; 15) in a Westerly direction along a curve to the left having a radius of 970.00 feet, a chord bearing of North 85 deg. 58 min. 29 sec. West and a chord distance of 350.86 feet, an arc length of 352.80 feet to a point of tangency; and 16) South 83 deg. 36 min. 21 sec. West 420.47 feet to a point on the above mentioned Easterly boundary of U.S. Route 9 and NYS Route 67 (Mechanicville - Malta S.H. No. 610); thence South 89 deg. 18 min. 43 sec. West through and across the bed of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610), a distance of 107.98 feet to a point on the Westerly boundary of said state highway and the Easterly boundary of the lands now or formerly of The Enclave at Malta, LLC as described in Instrument No. 2008027748; thence South 84 deg. 31 min. 16 sec. West through Lot 2 as shown on a map entitled "Subdivision Map Lands Now Or Formerly Of Donald C. Greene 2400 Route 9 To Be Conveyed To Luther Forest Technology Campus Economic Development Corporation," prepared by C.T. Male Associates, P.C. dated October 30, 2006, last revised May 27, 2008 and filed in the Saratoga County Clerk's Office on July 1, 2008 as Map No. L731, a distance of 99.76 feet to a point on the division line between said Lot 2 on the North and Lot 3 on the South; thence along the above last mentioned division line the following three (3) courses: 1) South 80 deg. 09 min. 23 sec. West 44.37 feet to a point; 2) South 82 deg. 55 min. 50 sec. West 121.48 feet to a point; and 3) South 81 deg. 47 min. 21 sec. West 25.21 feet to a point; thence North 62 deg. 49 min. 29 sec. West through said Lot 2, a distance of 104.96 feet to a point on the division line between said Lot 2 on the East and said Lot 3 on the West; thence South 10 deg. 07 min. 03 sec. East along the last mentioned division line 14.00 feet to a point; thence North 62 deg. 21 min. 49

sec. West through said Lot 3 lands now or formerly of Donald C. Greene 126.15 feet to a point on the common division line between said Lot 3 and the said lands now or formerly of Regency Realty

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Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC as described in Book 1720 of Deeds at Page 127 on the South and the lands now or formerly of Park Place at Malta, LLC (South Alley) as described in Instrument No. 2008035250 on the North; thence South 84 deg. 01 min. 56 sec. West along the above last mentioned common division line 1,202.47 feet to its intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007043119 being Lot 31 Vettura Court as shown on a map entitled "Park Place At Malta N.Y.S. Route 9, Town of Malta, Saratoga County, Subdivision Plan-1 and Subdivision Plan-2," dated April 26, 2005, last revised August 11, 2005 and filed in the Saratoga County Clerk's Office on October 6, 2005 as Map Nos. P337F, P337G and P337 on the West and the said lands now or formerly of Regency Realty Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC on the East; thence along the last mentioned division line South 07 deg. 27 min. 44 sec. East 30.38 feet to its point of intersection with the division line between said Lot 31 Vettura Court on the North and Lot 30 Vettura Court on the South; thence South 82 deg. 32 min. 16 sec. West along the last mentioned division line 147.91 feet to a point on the Northeasterly road boundary of Vettura Court; thence through the road bed of Vettura Court South 87 deg. 39 min. 39 sec. West 89.68 feet to a point on the Westerly road boundary of Vettura Court at its point of intersection with the division line between Lot 23 Vettura Court on the South and Lot 60 Vettura Court lands now or formerly of Park Place at Malta, LLC on the North; thence North 77 deg. 53 min. 21 sec. West along the last mentioned division line 141.41 feet to its point of intersection with the common division line between said lands now or formerly of Park Place at Malta, LLC on the West and Lot 23, Lot 24 and Lot 25 Vettura Court on the East; thence South 01 deg. 50 min. 06 sec. West along the last mentioned common division line 315.44 feet to a point on the above first mentioned division line between the said lands now or formerly of Park Place at Malta, LLC on the North and the said lands now or formerly of Regency Realty Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC on the South; thence South 83 deg. 36 min. 56 sec. West along said above first mentioned division line 361.39 feet to the point or place of beginning and containing 38.49 acres of land, more or less.

Excepting and reserving therefrom Parcel 3-M which is bounded and described as follows:

**Parcel 3-M:** .08± ACRE PARCEL (Portion of U.S. Route 9 and NYS Route 67- SBL # unassigned)

All that certain tract, piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York, being a portion of the bed of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610), and being more particularly bounded and described as follows:

Beginning at a point at the intersection of the Easterly boundary of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610) with the Southerly boundary of Stonebreak Road as described in Book 1009 of Deeds at Page 621, said point being the Northwesterly corner of the

lands now or formerly of the Town of Malta (Road and Utility Corridor No. 1) as described in Instrument No. 2008014342 as shown on a map entitled "Road And Utility Corridor Consolidation

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Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation,” Town of Malta, County of Saratoga, State of New York, prepared by C.T. Male Associates, P.C. dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L730 and runs thence from said point of beginning along said Easterly boundary of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610) South 08 deg. 30 min. 08 sec. East 12.92 feet to a point; thence South 89 deg. 18 min. 43 sec. West 107.98 feet through and across the bed of U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610) to a point on the Westerly boundary of said state highway and the Easterly boundary of the lands now or formerly of The Enclave at Malta, LLC as described in Instrument No. 2008027748 Lot 2 as shown on a map entitled “Subdivision Map Lands Now Or Formerly Of Donald C. Greene 2400 Route 9 To Be Conveyed To Luther Forest Technology Campus Economic Development Corporation,” prepared by C.T. Male Associates, P.C. dated October 30, 2006, last revised May 27, 2008 and filed in the Saratoga County Clerk's Office on July 1, 2008 as Map No. L731; thence North 08 deg. 13 min. 12 sec. West along the Westerly boundary of said state highway 28.52 feet to a point; thence North 84 deg. 31 min. 16 sec. East through and across the bed of said state highway 106.98 feet to a point on the Easterly boundary of said U.S. Route 9 (New York State Route 67, Mechanicville - Malta S.H. No. 610); thence South 08 deg. 30 min. 08 sec. East along the above first mentioned Easterly highway boundary 24.64 feet to the point or place of beginning and containing 3,533± square feet or 0.08 acre of land, more or less.





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**EXHIBIT D**

**FORM OF EASEMENT AGREEMENTS  
AND TREE TRIMMING EASEMENT AGREEMENTS**



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**ASSIGNMENT OF EASEMENT AGREEMENTS  
AND GRANT OF EASEMENTS**

This Assignment of Easement Agreements and Grant of Easements made and entered into as of the 10<sup>th</sup> day of September, 2010 by and between:

**LUTHER FOREST TECHNOLOGY CAMPUS ECONOMIC DEVELOPMENT CORPORATION**, a corporation duly formed and validly existing in accordance with the Not-For-Profit Corporation Law of the State of New York, having its principal executive office located at 28 Clinton Street, Saratoga Springs, New York 12866 (“LFTCEDC”); and

**NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID**, a corporation duly organized and validly existing under the laws of the State of New York, having its principal executive office located at 300 Erie Boulevard West, Syracuse, New York 13202-4289 (“National Grid”).

**Recitals:**

LFTCEDC is the developer of the Luther Forest Technology Campus in the Towns of Malta and Stillwater, New York (the “Technology Campus”). Further to its development of the Technology Campus, LFTCEDC has acquired a right of way for an electric transmission line (the “ETL”) running westerly from the New York State Gas & Electric Corporation Mulberry Substation located on Brickyard Road in Stillwater to the Luther Forest Substation located within the grounds of the Technology Campus, west of Cold Spring Road in Stillwater within which LFTCEDC has constructed electric transmission facilities defined below.

The ETL is comprised of fourteen (14) separate parcels some of which were acquired by LFTCEDC in fee (the “Fee Parcels”) and some of which were acquired by easement (the “Easement Parcels”). Title to the Fee Parcels and the Easement Parcels is vested in the manner as set forth in the Vesting Schedule attached hereto as Exhibit “A”.

LFTCEDC desires by this Agreement to place National Grid in ownership and control of the ETL and all of the electric transmission facilities therein constructed by LFTCEDC: (a) by granting to National Grid all of its right, title and interest in and to the Easement Parcels, to be accomplished by an assignment of the easement agreements itemized in the Vesting Schedule (collectively, the “Easement Agreements”); and (b) by granting to National Grid easements over the Fee Parcels in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties covenant and agree as follows:



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1. Assignment and Assumption of Easement Agreements:
  - A. LFTCEDC hereby assigns, releases and quitclaims to National Grid all of its right, title and interest in and to the Easement Agreements to National Grid, without recourse.
  - B. National Grid hereby accepts the assignment of the Easement Agreements made hereby and agrees to perform and fulfill all of the terms, covenants, conditions and obligations required to be performed or fulfilled by LFTCEDC under the Easement Agreements.
  - C. National Grid hereby agrees to indemnify, protect, defend and hold LFTCEDC harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or related to any breach or default in National Grid's obligations hereunder or under the Easement Agreements.
  - D. The assignment made hereby is not intended to confer upon National Grid any greater rights or privileges than LFTCEDC received from the grantors under the Easement Agreements.
2. Grant of Easements over Fee Parcels:
  - A. LFTCEDC hereby grants and releases to National Grid, its successors and assigns forever, the following easements (collectively, the "Easements"):
    1. Electric Transmission Line Easement: A permanent easement (a) to develop, construct, operate, maintain and replace electric power utility facilities; and (b) to construct, reconstruct, operate, add to, repair, relocate, maintain, inspect, patrol and remove a line or lines of buried or above ground wires and cables and a line or lines of poles or towers or both, with wires and cables strung upon and from the same, and all associated structures, crossarms, transformers, counterpoise wires or cables, guys, stubs, anchors, brace poles, ducts, conduits, foundations, riser poles, antennae, braces, fittings, equipment and appurtenances, as National Grid may now or shall from time to time deem necessary, for the transmission and distribution of high and low voltage electric energy and for the transmission of intelligence and communications, any of which may be erected and/or constructed at the same or different times, (all of which are collectively referred to as the "Facilities") upon, over, across, and through Parcels 3-S, 7-S, 8-S, 9-S, 12-S and 13-S, inclusive, the land area described on the property description attached hereto as Exhibit "B" entitled "Electric Transmission Line Easement Area" (the "ETL Easement Areas");

2. Tree Trimming and Clearing Easement: A perpetual right and easement to trim all trees, limbs, brush, above or below ground structures or other obstructions, either mechanically or by the use of approved herbicides, upon,

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over, across, and through Parcels 3-S, 7-S, 8-S, 9-S and 12-S, inclusive, within the land area described on the property description attached hereto as Exhibit "B" entitled "Tree Trimming and Clearing Easement Area" (the "Clearing Easement Areas") which, in the sole opinion of National Grid, may be likely to fall upon the Facilities or to interfere with the satisfactory operation thereof; and

3. Access Easement: A permanent, non-exclusive easement for vehicular and pedestrian ingress and egress to access the respective ETL and Facilities for the foregoing purposes upon, over, across and through Parcel 8-S within the land area described on the property description attached hereto as Exhibit "B" entitled "Access Easement Area" (the "Access Easement Area") (the ETL Easement Areas, the Clearing Easement Areas, and the Access Easement Area are referred to collectively as the "Easement Areas").

B. Each of the Easements granted in Section 2.A. above shall be and is hereby granted pursuant to the following provisions:

1. National Grid shall have the perpetual right: (a) to renew, replace, add to and otherwise change the Facilities and each and every part thereof and all appurtenances thereto and the location thereof within ETL Easement Areas; and (b) to excavate and/or change the grade of the ETL Easement Areas as is reasonable, necessary and proper in connection with the exercise of the foregoing rights granted.
2. LFTCEDC covenants and agrees with National Grid that no act shall be permitted within the Easement Areas that is inconsistent with the Easements hereby granted, no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions shall be erected or constructed above or below grade within the Easement Areas, no trees shall be planted, and no excavating, mining, or blasting shall be undertaken within the Easement Areas without the prior written consent of National Grid, the Easements shall not be modified nor the Easement Areas relocated by LFTCEDC without National Grid's prior written consent, which consent National Grid may withhold in its sole and absolute discretion and the present grade or ground level of the Easement Areas shall not be changed by LFTCEDC by excavation or filling.
3. LFTCEDC covenants and agrees as follows: that it is seized of the Easement Areas in fee simple and has good right to grant and convey the abovedescribed rights, privileges and Easements; that the Easement Areas are free from encumbrances; that National Grid shall quietly enjoy the Easement Areas; that LFTCEDC will execute or procure any further

necessary assurance of title to the Easement Areas and that Assignor will forever warrant title to the Easement Areas.

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4. National Grid accepts the Grant of Easements subject to the state of facts an accurate, current survey and/ or inspection of the premises would reveal and subject to all easements, covenants, conditions and restrictions of record to the extent the same are currently in force and effect.
  5. The Facilities located now or in the future within the Easement Areas at all times subsequent to the date of this Agreement shall be and shall remain the property of the National Grid and shall be maintained and serviced exclusively by National Grid.
  6. National Grid covenants and agrees that, in the event the surface of any of the Easement Areas is disturbed at any time and from time to time by National Grid or any party acting on behalf of National Grid, then National Grid, at its sole cost and expense, within a reasonable time, shall repair and restore the surface as reasonably required by LFTCEDC.
  7. As to their respective obligations hereunder, the parties agree to comply with all applicable codes, rules, regulations and laws.
3. Miscellaneous:
- A. National Grid are hereby expressly given and granted the right to assign the Easements, 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.
  - B. The Grant of Easements made in Section 2 hereof shall at all times be deemed to be and shall be a continuing covenant running with the Fee Parcels and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this document.
  - C. LFTCEDC makes no warranty or representation of any kind whatsoever in connection with the Easements Agreements assigned by Section 1 or in connection with the Facilities that have been constructed by LFTCEDC within the ETL, except as are expressly set forth herein.
  - D. The assignment and grant made herein does not constitute all or substantially all of the assets of the LFTCEDC and has been duly authorized by LFTCEDC in accordance with its organizational documents.



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IN WITNESS WHEREOF, the parties have executed this Assignment of Easement Agreements and Grant of Easement as of the date and year first above written.

Niagara Mohawk Power Corporation  
d/b/a National Grid

Luther Forest Technology Campus  
Economic Development Corporation

By: \_\_\_\_\_  
Mary Ellen Paravalos, Vice President

By: \_\_\_\_\_  
Michael Relyea, President

STATE OF

ss.:

COUNTY OF

On the \_\_\_\_ day of September, 2010, before me, the undersigned, a notary public in and for said state, personally appeared Mary Ellen Paravalos, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss.:

COUNTY OF ALBANY

On the \_\_\_\_ day of September, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **Michael Relyea**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



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**EXHIBIT "A"**  
**VESTING SCHEDULE**

**EASEMENT PARCELS:**

**PARCEL 1-S: (NYSEG)**

Property A: Brickyard Road [SBL No. 253.00-1-42]

Fee Title: New York State Electric & Gas Corporation, by deed from Frank Kabli and Mary Kabli, dated April 28, 1961 and recorded May 8, 1961 in the Saratoga County Clerk's Office in Book 705 at page 62.

Property B: Brickyard Road [253.00-1-40.2]

Fee Title: New York State Electric & Gas Corporation, by deed from Margaret M. Stanley and Sharon T. Pregent, dated December 12, 1977 and recorded December 14, 1977 in the Saratoga County Clerk's Office in Book 977 at page 1126.

Property C: Brickyard Road [SBL No. 253.00-1-43.32]

Fee Title: New York State Electric & Gas Corporation, by deed from John E. Cowin, dated February 1, 1983 and recorded February 1, 1983 in the Saratoga County Clerk's Office in Book 1038 at page 264.

Property D: Brickyard Road [SBL No. 253.00-1-55.2]

Fee Title: New York State Electric & Gas Corporation, by deed from Elting R. Doughty, dated February 25, 1983 and recorded March 29, 1983 in the Saratoga County Clerk's Office in Book 1039 at page 648.

Portions of Properties A-D:

Easement: Luther Forest Technology Campus Economic Development Corporation, by Easement dated April 19, 2010 by and between New York State Electric & Gas Corporation and Luther Forest Technology Campus Economic Development Corporation, recorded June 1, 2010 in the Saratoga County Clerk's Office as Instrument No. 2010016774.

**PARCEL 2-S:** West of Brickyard Road (Little Dee) [SBL No. 253.00-1-55.11]

Fee Title: The Little Dee Corporation, by deed from Elting R. Doughty and Mary A. Doughty,

dated October 21, 1985 and recorded in the Saratoga County Clerk's Office November 18, 1985 in Book 1103 at page 61, as corrected by correction deed dated March 13, 1996 in Book 1431 page 556.

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Easement: Luther Forest Technology Campus Economic Development Corporation, by easement from The Little Dee Corp., dated October 25, 2008 and recorded August 21, 2009 in the Saratoga County Clerk's Office as Instrument No. 2009030020.

**PARCEL 4-S:** Brickyard Road (Rolling Fields) [SBL No. 253.00-1-55.122]

Fee Title: Recyck Auto, Inc., by deed from Rolling Fields Realty Corp., dated December 8, 2009 and recorded December 21, 2009 in the Saratoga County Clerk's Office as Instrument No. 2009045102.

Easement: Luther Forest Technology Campus Economic Development Corporation by easement from Rolling Fields Realty Corp. Inc., dated May 1, 2008 and recorded August 21, 2009 in the Saratoga County Clerk's Office as Instrument No. 2009030019.

**PARCEL 5-S:** Brickyard Road (DeLaRosa) [SBL No. 253.00-1-36.1]

Fee Title: Julian DeLaRosa and Barbara Horstmyer, being all of the distributees of Lydia M. DeLaRosa who took title together with her husband, Julian DeLaRosa, by deeds from Frank Kabli and Mary Kabli dated October 28, 1943 and recorded October 28, 1943 in the Saratoga County Clerk's Office in Book 421 at page 124, and from Samuel M. Pinsley dated November 22, 1960 and recorded in the Saratoga County Clerk's Office February 26, 1960 in Book 699 at page 160; said Julian DeLaRosa having died on March 26, 1987, leaving Lydia M. DeLaRosa as surviving tenant by the entirety, said Lydia DeLaRosa having died on February 2, 2008.

Easement: Luther Forest Technology Campus Economic Development Corporation by easement from Julian J. DeLaRosa and Florence DeLaRosa, his wife, and Barbara D. Horstmyer, dated March 14, 2008 and recorded August 21, 2009 in the Saratoga County Clerk's Office as Instrument No. 2009030018.

**PARCEL 6-S:** County Road 75 (Country Club) [SBL No. 253.00-1-52]

Fee Title: Country Club Acres, Inc., by Executor's Deed from Robert Van Patten, Jr., and Victor Vrigian, as co-executors of the Estate of Robert Van Patten, dated December 1, 1998 and recorded December 10, 1998 in the Saratoga County Clerk's Office in Book 1505 at page 605, as corrected by deed recorded December 31, 1998 in Book 1507 at page 592.

Easement: Luther Forest Technology Campus Economic Development Corporation by easement from Country Club Acres, Inc., dated May 2, 2008 and recorded May 23, 2008 in the Saratoga County Clerk's Office as Instrument No. 2008018540, corrected by Corrective Easement

dated May 26, 2010 and recorded June 3, 2010 in the Saratoga County Clerk's Office as Instrument No. 2010017217.

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**PARCEL 6.5-S:** Bed of County Road 75 (SBL No. unassigned)

Fee Title: Saratoga County, by deed from Romeyn Gailor and Elizabeth C. Gailor dated November 14, 1938 and recorded November 23, 1938 in the Saratoga County Clerk's Office in Book 399 at page 3.

Easement: Luther Forest Technology Campus Economic Development Corporation by easement from The County of Saratoga, dated June 17, 2010 and recorded July 20, 2010 in the Saratoga County Clerk's Office as Instrument No. 2010022818

**PARCEL 10-S:** George Thompson Road (D.A. Collins) [SBL No. 252.00-2-3]

Fee Title: D.A. Collins Construction Co., Inc., by deed from John T. Graves dated August 15, 1968 and recorded August 16, 1968 in the Saratoga County Clerk's Office in Book 835 at page 503.

Easement: Luther Forest Technology Campus Economic Development Corporation, by easement from D.A. Collins Construction Co., Inc., dated August 19, 2008 and recorded August 27, 2008 in the Saratoga County Clerk's Office as Instrument No. 2008029777.

**PARCEL 11-S:** Elmore Robinson Road (Mackay) [SBL No. 242.00-1-96.1]

Fee Title: The Luther Forest Corporation, by deed from Margaret C. Luther dated January 3, 1978 and recorded in the Saratoga County Clerk's Office in Book 978 at page 1053, and by deed from William R. Mackay and Carol Mackay, as Executors of the Estate of Thomas F. Luther, dated January 3, 1978 and recorded in the Saratoga County Clerk's Office in Book 978 at page 1063.

Easement: Luther Forest Technology Campus Economic Development Corporation, by easement from The Luther Forest Corporation dated March 5, 2010 and recorded March 24, 2010 in the Saratoga County Clerk's Office as Instrument No. 2010009449.



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**FEE PARCELS:**

**PARCEL 3-S:**       Brickyard Road (rear) (Hanehan)   [SBL No. 253.00-1-43.31]

Fee Title:       Luther Forest Technology Campus Economic Development Corporation, by deed from Jacquelyn R. Hanehan dated March 1, 2007 and recorded March 23, 2007 in the Saratoga County Clerk's Office as Instrument No. 200701234.

**PARCEL 7-S:**       Graves Road (Wright) [SBL No. 252.00-2-8]

Fee Title:       Luther Forest Technology Campus Economic Development Corporation, by deed from Thomas W. Wright and Kimberley J. Wright dated July 11, 2006 and recorded July 20, 2006 in the Saratoga County Clerk's Office in Book 1763 at page 143.

**PARCEL 8-S:**       Graves Road (Benson) [SBL No. 252.00-2-15.11]

Fee Title:       Luther Forest Technology Campus Economic Development Corporation by deed from Jeffrey L. Benson and Bruce O. Benson dated December 22, 2006 and recorded January 29, 2007 in the Saratoga County Clerk's Office as Instrument No. 2007003873.

**PARCEL 9-S:**       12 Graves Road (Gailor) [SBL No. 252.-2-15.122]

Fee Title:       Luther Forest Technology Campus Economic Development Corporation, by deed from Victor W. Gailor dated December 14, 2007 and recorded January 14, 2008 in the Saratoga County Clerk's Office as Instrument No. 2008001335.

**PARCEL 12-S:**     Technology Campus [SBL No. 241.00-1-3.11]

Fee Title:       Luther Forest Technology Campus Economic Development Corporation, by deed from The Luther Forest Corporation dated July 12, 2010 and recorded July 14, 2005 in Book 1725 at page 95.

**PARCEL 13-S:**     Luther Forest Substation [SBL No. 241.00-1-3.11]

Fee Title:       Luther Forest Technology Campus Economic Development Corporation, by deed from The Luther Forest Corporation dated July 12, 2010 and recorded July 14, 2005 in Book 1725 at page 95.



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## **EXHIBIT B**

### **Property Description Easements Over Fee Parcels**

**Parcel 3-S:** Former Hanehan (SBL# 253.00-1-433.31)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally Northwest of Brickyard Road bounded and described as follows:

#### ELECTRIC TRANSMISSION LINE EASEMENT AREA

Beginning at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the East and the lands now or formerly of Rolling Fields Realty Corp. as described in Book 1614 of Deeds at Page 137 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1038 of Deeds at Page 264 on the Southwest and runs thence from said point of beginning along the above first mentioned division line the following two (2) courses: 1) North 21 deg. 44 min. 38 sec. East 232.89 feet to a point; and 2) North 04 deg. 39 min. 23 sec. East 105.30 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Southeast and the said lands now or formerly of Rolling Fields Realty Corp. on the Northwest; thence North 22 deg. 55 min. 10 sec. East along the last mentioned division line 128.05 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence South 72 deg. 59 min. 18 sec. East along the last mentioned division line 25.11 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 46.40 feet to a point; and 2) South 18 deg. 01 min. 14 sec. West 422.52 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the said lands now or formerly of New York State Electric and Gas Corporation on the Southwest; thence North 65 deg. 50 min. 01 sec. West along the last mentioned division line 39.78 feet to the point or place of beginning and containing 16,521± square feet or 0.38 acre of land, more or less.

#### TREE TRIMMING AND CLEARING EASEMENT AREA

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007012034 on the East and the lands now or formerly of Rolling Fields Realty Corp. as

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described in Book 1614 of Deeds at Page 137 on the West with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the lands now or formerly of New York State Electric and Gas Corporation as described in Book 1038 of Deeds at Page 264 on the Southwest; thence from said point of commencement along the last mentioned division line South 65 deg. 50 min. 01 sec. East 39.78 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation and along the Easterly boundary of the hereinabove described utility easement the following two (2) courses: 1) North 18 deg. 01 min. 14 sec. East 422.52 feet to a point; and 2) North 02 deg. 05 min. 54 sec. East 46.40 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the South and the lands now or formerly of Julian J. Delarosa and Lydia M. Delarosa as described in Book 421 of Deeds at Page 124 on the North; thence South 72 deg. 59 min. 18 sec. East along the last mentioned division line 25.87 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following two (2) courses: 1) South 02 deg. 05 min. 54 sec. West 43.24 feet to a point; and 2) South 18 deg. 01 min. 14 sec. West 428.71 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and the said lands now or formerly of New York State Electric and Gas Corporation on the Southwest; thence North 65 deg. 50 min. 01 sec. West along the last mentioned division line 25.14 feet to the point or place of beginning and containing 11,761± square feet or 0.27 acre of land, more or less.

**Parcel 7-S: Former Wright (SBL# 252.00-2-8)**

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Southwesterly of Mechanicville - Stillwater Center County Road 75 bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 33.53 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 South 72 deg. 45 min. 56 sec. East 40.80 feet to a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Southwesterly 1938 highway boundary the following two (2) courses: 1) South

33 deg. 47 min. 53 sec. East 236.10 feet to a point; and 2) South 20 deg. 16 min. 02 sec. East 1.92 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus

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Economic Development Corporation as described in Book 1763 of Deeds at Page 143 North 72 deg. 45 min. 56 sec. West 222.62 feet to a point on the above first mentioned division line; thence along said above first mentioned division line North 16 deg. 07 min. 26 sec. East 150.03 feet to the point or place of beginning and containing 19,810± square feet of land or 0.45 acre of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 8.53 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 South 72 deg. 45 min. 56 sec. East 10.37 feet to a point on the above mentioned Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence South 33 deg. 47 min. 53 sec. East along said Southwesterly 1938 highway boundary 39.75 feet to a point on the Northerly boundary of the hereinabove described 150-foot-wide utility easement to be granted to National Grid; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 and along the Northerly boundary of the hereinabove described 150-foot-wide utility easement North 72 deg. 45 min. 56 sec. West 40.80 feet to a point on the above first mentioned division line; thence along said above first mentioned division line North 16 deg. 07 min. 26 sec. East 25.00 feet to the point or place of beginning and containing 640± square feet or 0.01 acre of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 183.56 feet to the point or place of beginning, said point being on the Southerly boundary of the hereinabove described 150-foot-wide utility easement to be granted to National Grid and runs thence from said point of beginning along said Southerly boundary of the hereinabove described 150-foot-wide utility easement South 72 deg. 45 min. 56 sec. East 222.62 feet to a point on the Westerly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75; thence along said Westerly 1938 highway boundary South 20 deg. 16 min. 02 sec. East 31.51 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation

as described in Book 1763 of Deeds at Page 143 North 72 deg. 45 min. 56 sec. West 241.32 feet to a point on the above first mentioned division line; thence along said above first mentioned division

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line North 16 deg. 07 min. 26 sec. East 25.00 feet to the point or place of beginning and containing 5,799± square feet or 0.13 acre of land, more or less.

**Parcel 8-S:** Former Benson (SBL# 252.00-2-15.11)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally West of Mechanicville - Stillwater Center County Road 75 bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 33.53 feet to the point or place of beginning and runs thence from said point of beginning continuing along the above first mentioned division line South 16 deg. 07 min. 26 sec. West 150.03 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) North 72 deg. 45 min. 56 sec. West 97.16 feet to a point; 2) South 20 deg. 12 min. 43 sec. West 2,680.43 feet to a point; and 3) North 73 deg. 09 min. 19 sec. West 1,421.67 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest; thence North 27 deg. 36 min. 51 sec. East along the last mentioned division line 152.69 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) South 73 deg. 09 min. 19 sec. East 1,251.71 feet to a point; 2) North 20 deg. 12 min. 43 sec. East 2,681.40 feet to a point; and 3) South 72 deg. 45 min. 56 sec. East 236.65 feet to the point or place of beginning and containing 14.41 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and other lands now or formerly of Luther Forest Technology Campus Economic Development

Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 183.56 feet to the point

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or place of beginning and runs thence from said point of beginning continuing along the above first mentioned division line South 16 deg. 07 min. 26 sec. West 25.00 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following two (2) courses: 1) North 72 deg. 45 min. 56 sec. West 73.91 feet to a point; and 2) South 20 deg. 12 min. 43 sec. West 1,694.49 feet to a point on the common division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and the lands now or formerly of William R. Ritter, Jr. and Tina M. Ritter as described in Book 1536 of Deeds at Page 260, lands now or formerly of Elizabeth S. Defibaugh as described in Book 1363 of Deeds at Page 478, lands now or formerly of Mark Becker and Joyce V. Becker as described in Instrument No. 2007002257, lands now or formerly of Gerald V. Mormile III and Michele M. Mormile as described in Book 1340 of Deeds at Page 149 and lands now or formerly of Christine Hoogkamp as described in Book 1646 of Deeds at Page 124 on the East; thence South 20 deg. 12 min. 43 sec. West along the last mentioned common division line 985.78 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 on the South; thence North 73 deg. 09 min. 19 sec. West along the last mentioned division line 1,450.00 feet to its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest; thence North 27 deg. 36 min. 51 sec. East along the last mentioned division line 25.45 feet to a point on the Southerly boundary of the hereinabove described 150-foot-wide utility easement; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Southerly boundary of the hereinabove described 150-foot-wide utility easement South 73 deg. 09 min. 19 sec. East 1,421.67 feet to a point on the Easterly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Easterly boundary of the hereinabove described 150-foot-wide utility easement North 20 deg. 12 min. 43 sec. East 2,680.43 feet to a point on Southerly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation and along said Southerly boundary of the hereinabove described 150-foot-wide utility easement South 72 deg. 45 min. 56 sec. East 97.16 feet to the point or place of beginning and containing 2.41 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at a point on the Southwesterly 1938 highway boundary of Mechanicville - Stillwater Center County Road 75 as described in Book 399 of Deeds at Page 3 at its point of intersection

with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the West and

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other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the East; thence from said point of commencement along said division line South 16 deg. 07 min. 26 sec. West 8.53 feet to the point or place of beginning and runs thence from said point of beginning continuing along the above first mentioned division line South 16 deg. 07 min. 26 sec. West 25.00 feet to a point on the Northerly boundary of the hereinabove described 150-foot-wide utility easement; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Northerly boundary of the hereinabove described 150-foot-wide utility easement North 72 deg. 45 min. 56 sec. West 236.65 feet to a point on the Westerly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Westerly boundary of the hereinabove described 150-foot-wide utility easement South 20 deg. 12 min. 43 sec. West 2,681.40 feet to a point on the Northerly boundary of the hereinabove described 150-foot-wide utility easement; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 and along said Northerly boundary of the hereinabove described 150-foot-wide utility easement North 73 deg. 09 min. 19 sec. West 1,251.71 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest; thence North 27 deg. 36 min. 51 sec. East along the last mentioned division line 25.45 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 the following three (3) courses: 1) South 73 deg. 09 min. 19 sec. East 1,223.38 feet to a point; 2) North 20 deg. 12 min. 43 sec. East 2,681.56 feet to a point; and 3) South 72 deg. 45 min. 56 sec. East 259.90 feet to the point or place of beginning and containing 2.39 acres of land, more or less.

EXCEPTING from the immediately preceding Parcel 8-S Electric Transmission Line Easement Area and Tree Trimming and Clearing Easement Area No. 1 and No. 2 and reserving unto LFTCEDC and its successors and assigns a permanent easement for pedestrian and vehicular ingress and egress across the same at points and over passageways to be determined by LFTCEDC or its successors or assigns in its sole and absolute discretion.

#### ACCESS EASEMENT AREA

COMMENCING at a point on the Westerly road boundary of Mechanicville - Stillwater Center County Road 75 at its point of intersection with the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 lands formerly of Jeffrey L. Benson and Bruce D. Benson on the South and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1763 of Deeds at Page 143 on the North; thence from said point of commencement along said Westerly road boundary of Mechanicville - Stillwater Center County Road 75 South 07 deg. 52 min. 04 sec. East 15.30 feet to the point or place of beginning and runs

thence from said point of beginning through the said lands now formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No.

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2007003873 the following four (4) courses: 1) North 86 deg. 27 min. 34 sec. West 436.00 feet to a point; 2) North 13 deg. 04 min. 49 sec. West 77.00 feet to a point; 3) North 51 deg. 11 min. 03 sec. West 30.15 feet to a point on the Easterly boundary of 25-Foot-Wide Danger Tree Trimming and Clearing Easement No. 1, said point being situate North 20 deg. 12 min. 43 sec. East as measured along said Easterly boundary of said 25-Foot-Wide Danger Tree Trimming and Clearing Easement No. 1 1,393.33 feet from its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the North and the lands now or formerly of William R. Ritter, Jr. and Tina M. Ritter as described in Book 1536 of Deeds at Page 260 on the South and 4) North 66 deg. 08 min. 50 sec. West through said 25-Foot-Wide Danger Tree Trimming and Clearing Easement No. 1 a distance of 25.05 feet to a point on the Easterly boundary of a 150-Foot-Wide proposed utility easement to be granted to National Grid and being the point of terminus of the hereinabove described access easement.

Being a strip of land 30 feet in width and 568± feet in length as measured along its centerline to be used for ingress and egress.

**Parcel 9-S:** Former Gailor (SBL# 252.00-2-15.122)

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying generally West of Mechanicville - Stillwater Center County Road 75 and generally East of George Thompson Road bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at a point on the common division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 and lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the South at its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast; thence from said point of commencement along the last mentioned division line North 27 deg. 36 min. 51 sec. East 25.45 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) North 73 deg. 09 min. 19 sec. West 969.29 feet to a point; and 2) North 42 deg. 56 min. 46 sec. West 1,053.35 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East and the lands now or formerly of D.A. Collins

Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West; thence North 19 deg. 18 min. 00 sec. East along the last mentioned division line 169.50 feet to a point; thence

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through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,091.79 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 957.33 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast; thence South 27 deg. 36 min. 51 sec. West along the last mentioned division line 152.69 feet to the point or place of beginning and containing 7.01 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Beginning at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast with the common division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 and lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the South and runs thence from said point of beginning along the last mentioned common division line the following two (2) courses: 1) North 73 deg. 37 min. 21 sec. West 670.47 feet to a point; and 2) North 73 deg. 17 min. 12 sec. West 290.30 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 North 42 deg. 56 min. 46 sec. West 1,059.12 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the East and the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the West; thence North 19 deg. 18 min. 00 sec. East along the last mentioned division line 28.25 feet to a point on the Southwesterly boundary of the hereinabove described 150-foot-wide utility easement; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 and along the Southwesterly and Southerly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,053.35 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 969.29 feet to a point on above first mentioned division line; thence along said above first mentioned division line South 27 deg. 36 min. 51 sec. West 25.45 feet to the point or place of beginning and containing 1.24 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Northwest and other lands now or formerly of Luther Forest Technology

Campus Economic Development Corporation as described in Instrument No. 2007003873 on the Southeast with the common division line between the said lands now or formerly of Luther Forest

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Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the North and the lands now or formerly of Peter Carriero and Mary E. Carriero as described in Book 1029 of Deeds at Page 57 and lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the South; thence from said point of commencement along the above first mentioned division line North 27 deg. 36 min. 51 sec. East 178.14 feet to the point or place of beginning and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 and along the Northerly and Northeasterly boundary of the hereinabove described 150-foot-wide utility easement the following two (2) courses: 1) North 73 deg. 09 min. 19 sec. West 957.33 feet to a point; and 2) North 42 deg. 56 min. 46 sec. West 1,091.79 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 on the Southeast and the lands now or formerly of D.A. Collins Construction Co., Inc. as described in Book 835 of Deeds at Page 503 on the Northwest; thence North 19 deg. 18 min. 00 sec. East along the last mentioned division line 28.25 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Instrument No. 2008001335 the following two (2) courses: 1) South 42 deg. 56 min. 46 sec. East 1,098.20 feet to a point; and 2) South 73 deg. 09 min. 19 sec. East 955.34 feet to a point on above first mentioned division line; thence along said above first mentioned division line South 27 deg. 36 min. 51 sec. West 25.45 feet to the point or place of beginning and containing 1.18 acres of land, more or less.

EXCEPTING from the immediately preceding Parcel 9-S Electric Transmission Line Easement Area and Tree Trimming and Clearing Easement Area No. 1 and No. 2 and reserving unto LFTCEDC and its successors and assigns a permanent easement for pedestrian and vehicular ingress and egress across the same at points and over passageways to be determined by LFTCEDC or its successors or assigns in its sole and absolute discretion.

**Parcel 12-S: Technology Campus- Stillwater (SBL# 241.00-1-3.11)**

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Westerly of Cold Spring Road as shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," prepared by C.T. Male Associates, P.C., dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L-730, and being more particularly bounded and described as follows:

ELECTRIC TRANSMISSION LINE EASEMENT AREA

Commencing at the point of intersection of the division line between the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725

of Deeds at Page 95 on the East and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the West with the division line between the said lands

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now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and the said lands now or formerly of Globalfoundries U.S. Inc. on the North; thence from said point of commencement on a tie course through the proposed substation presently under construction North 70 deg. 09 min. 47 sec. East 500.85 feet to the point or place of beginning of the hereinafter described Utility Easement No. 2 and runs thence from said point of beginning through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 170.38 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 559.23 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 235.03 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence along the centerline of Cold Spring Road South 21 deg. 01 min. 50 sec. East 156.67 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 376.63 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 414.63 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 147.14 feet to a point on the existing chain-link fence around the proposed substation presently under construction as field located on April 1, 2010; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along said existing chain-link fence the following three (3) courses: 1) North 00 deg. 33 min. 59 sec. East 181.05 feet to a point; 2) North 23 deg. 56 min. 37 sec. West 24.16 feet to a point; and 3) North 00 deg. 03 min. 23 sec. East 80.30 feet to the point or place of beginning and containing 3.75 acres of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 1

Beginning at the Point of Beginning of the hereinabove described Utility Easement and runs thence from said point of beginning through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the existing chain-link fence around the proposed substation presently under construction as field located on April 1, 2010 North 00 deg. 03 min. 23 sec. East 25.00 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 185.14 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 557.95 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 211.43 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence along the centerline of Cold Spring Road South 21 deg. 01 min. 50 sec. East 26.11 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the Northerly and Northeasterly boundary of the hereinabove described Utility Easement No. 2 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 235.03 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 559.23 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 170.38 feet to the point or place of beginning and containing 23,990± square feet or 0.55 acre of land, more or less.

TREE TRIMMING AND CLEARING EASEMENT AREA NO. 2

Commencing at the Point of Beginning of the hereinabove described Utility Easement; thence from said point of commencement along the Westerly and Southwesterly boundary of the hereinabove

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described Utility Easement No. 2 the following three (3) courses: 1) South 00 deg. 03 min. 23 sec. West 80.30 feet to a point; 2) South 23 deg. 56 min. 37 sec. East 24.16 feet to a point; and 3) South 00 deg. 33 min. 59 sec. West 181.05 feet to the point or place of beginning and runs thence from said point of beginning through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along the Southerly and Southwesterly boundary of the hereinabove described Utility Easement No. 2 the following three (3) courses: 1) North 89 deg. 59 min. 11 sec. East 147.14 feet to a point; 2) South 28 deg. 48 min. 40 sec. East 414.63 feet to a point; and 3) North 85 deg. 44 min. 55 sec. East 376.63 feet to a point on the centerline of Cold Spring Road as field located in 2005; thence along the centerline of Cold Spring Road South 21 deg. 01 min. 50 sec. East 26.11 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following three (3) courses: 1) South 85 deg. 44 min. 55 sec. West 400.23 feet to a point; 2) North 28 deg. 48 min. 40 sec. West 415.91 feet to a point; and 3) South 89 deg. 59 min. 11 sec. West 132.61 feet to a point on the existing chain-link fence around the proposed substation presently under construction as field located on April 1, 2010; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation and along said existing chain-link fence North 00 deg. 33 min. 59 sec. East 25.00 feet to the point or place of beginning and containing 23,589± square feet or 0.54 acre of land, more or less.

**Parcel 13-S:** Luther Forest Substation- Stillwater (SBL# 241.00-1-3.11)

ELECTRIC TRANSMISSION LINE EASEMENT AREA

All that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying West of Cold Spring Road as dedicated to the Town of Stillwater in Instrument No. 2009010261 as shown on a map entitled "Major Subdivision Lands Now Or Formerly Of Luther Forest Technology Campus Economic Development Corporation," Town of Stillwater, Saratoga County, New York, prepared by C.T. Male Associates, P.C., dated December 22, 2008, last revised January 20, 2009 and filed in the Saratoga County Clerk's Office on June 9, 2009 as Map No. M200987, and being more particularly bounded and described as follows:

COMMENCING at a point on the Westerly 2008 highway boundary of Cold Spring Road as described in Instrument No. 2009010261 at its point of intersection with the division line between Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the South and Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. as described in Instrument No. 2009020320 on the North; thence from said point of commencement along said division line North 90 deg. 00 min. 00 sec. West 908.92 feet to its point of intersection with the division line between said Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the East and Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the West; thence South 00 deg. 00 min. 00 sec. East along the last mentioned division line 487.58 feet to its point of intersection with the division line between said Lot 2 lands now or formerly of Luther Forest Technology

Campus Economic Development Corporation on the South and said Lot 1 lands now or formerly of GlobalFoundries U.S., Inc. on the North; thence through Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation South 89 deg. 57 min. 39 sec.

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East 29.08 feet to the point or place of beginning and runs thence from said point of beginning through Lot 2 lands now or formerly of Luther Forest Technology Campus Economic Development Corporation the following seven (7) courses: 1) North 00 deg. 30 min. 09 sec. East 285.00 feet to a point; 2) South 89 deg. 28 min. 46 sec. East 439.68 feet to a point; 3) South 00 deg. 03 min. 23 sec. West 191.31 feet to a point; 4) South 23 deg. 56 min. 37 sec. East 24.16 feet to a point; 5) South 00 deg. 33 min. 59 sec. West 371.92 feet to a point; 6) North 89 deg. 28 min. 46 sec. West 450.76 feet to a point; and 7) North 00 deg. 30 min. 09 sec. East 300.22 feet to the point or place of beginning and containing 6.01 acres of land, more or less.

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**ASSIGNMENT OF EASEMENT AGREEMENTS  
AND GRANT OF EASEMENTS**

This Assignment of Easement Agreements and Grant of Easements made and entered into as of the \_\_\_\_ day of November, 2010 by and between:

**LUTHER FOREST TECHNOLOGY CAMPUS ECONOMIC DEVELOPMENT CORPORATION**, a corporation duly formed and validly existing in accordance with the Not-For-Profit Corporation Law of the State of New York, having its principal executive office located at 28 Clinton Street, Saratoga Springs, New York 12866 (“LFTCEDC”); and

**NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID**, a corporation duly organized and validly existing under the laws of the State of New York, having its principal executive office located at 300 Erie Boulevard West, Syracuse, New York 13202-4289 (“National Grid”).

**Recitals:**

LFTCEDC is the developer of the Luther Forest Technology Campus in the Towns of Malta and Stillwater, New York (the “Technology Campus”). Further to its development of the Technology Campus, LFTCEDC has acquired a right of way for an electric transmission line (the “ETL”) running westerly from the New York State Gas & Electric Corporation Mulberry Substation located on Brickyard Road in Stillwater to the Luther Forest Substation located within the grounds of the Technology Campus, west of Cold Spring Road in Stillwater within which LFTCEDC has constructed electric transmission facilities defined below.

The ETL is comprised of five (5) separate parcels some of which were acquired by LFTCEDC in fee (the “Fee Parcels”) and some of which were acquired by easement (the “Easement Parcels”). Title to the Fee Parcels and the Easement Parcels is vested in the manner as set forth in the Vesting Schedule attached hereto as Exhibit “A”.

LFTCEDC desires by this Agreement to place National Grid in ownership and control of the ETL and all of the electric transmission facilities therein constructed by LFTCEDC: (a) by granting to National Grid all of its right, title and interest in and to the Easement Parcels, to be accomplished by an assignment of the easement agreements itemized in the Vesting Schedule (collectively, the “Easement Agreements”); and (b) by granting to National Grid easements over the Fee Parcels in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties covenant and agree as follows:



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1. Assignment and Assumption of Easement Agreements:
  - A. LFTCEDC hereby assigns, releases and quitclaims to National Grid all of its right, title and interest in and to the Easement Agreements to National Grid, without recourse.
  - B. National Grid hereby accepts the assignment of the Easement Agreements made hereby and agrees to perform and fulfill all of the terms, covenants, conditions and obligations required to be performed or fulfilled by LFTCEDC under the Easement Agreements.
  - C. National Grid hereby agrees to indemnify, protect, defend and hold LFTCEDC harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or related to any breach or default in National Grid's obligations hereunder or under the Easement Agreements.
  - D. The assignment made hereby is not intended to confer upon National Grid any greater rights or privileges than LFTCEDC received from the grantors under the Easement Agreements.
2. Grant of Easements over Fee Parcels:
  - A. LFTCEDC hereby grants and releases to National Grid, its successors and assigns forever, the following easements (collectively, the "Easements"):
    1. Electric Transmission Line Easement: A permanent easement (a) to develop, construct, operate, maintain and replace electric power utility facilities; and (b) to construct, reconstruct, operate, add to, repair, relocate, maintain, inspect, patrol and remove a line or lines of buried or above ground wires and cables and a line or lines of poles or towers or both, with wires and cables strung upon and from the same, and all associated structures, crossarms, transformers, counterpoise wires or cables, guys, stubs, anchors, brace poles, ducts, conduits, foundations, riser poles, antennae, braces, fittings, equipment and appurtenances, as National Grid may now or shall from time to time deem necessary, for the transmission and distribution of high and low voltage electric energy and for the transmission of intelligence and communications, any of which may be erected and/or constructed at the same or different times, (all of which are collectively referred to as the "Facilities") upon, over, across, and through Parcels 1-M, Lot D and 5-M&S, inclusive, the land area described on the property description attached hereto as Exhibit "B" entitled "Electric Transmission Line Easement Area" (the "ETL Easement Areas");

2. Tree Trimming and Clearing Easement: A perpetual right and easement to trim all trees, limbs, brush, above or below ground structures or other obstructions, either mechanically or by the use of approved herbicides, upon,

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over, across, and through Parcel 5-M&S, within the land area described on the property description attached hereto as Exhibit "B" entitled "Tree Trimming and Clearing Easement Area" (the "Clearing Easement Areas") which, in the sole opinion of National Grid, may be likely to fall upon the Facilities or to interfere with the satisfactory operation thereof (the ETL Easement Areas and the Clearing Easement Areas are referred to collectively as the "Easement Areas").

- B. Each of the Easements granted in Section 2.A. above shall be and is hereby granted pursuant to the following provisions:
1. National Grid shall have the perpetual right: (a) to renew, replace, add to and otherwise change the Facilities and each and every part thereof and all appurtenances thereto and the location thereof within ETL Easement Areas; and (b) to excavate and/or change the grade of the ETL Easement Areas as is reasonable, necessary and proper in connection with the exercise of the foregoing rights granted.
  2. LFTCEDC covenants and agrees with National Grid that no act shall be permitted within the Easement Areas that is inconsistent with the Easements hereby granted, no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions shall be erected or constructed above or below grade within the Easement Areas, no trees shall be planted, and no excavating, mining, or blasting shall be undertaken within the Easement Areas without the prior written consent of National Grid, the Easements shall not be modified nor the Easement Areas relocated by LFTCEDC without National Grid's prior written consent, which consent National Grid may withhold in its sole and absolute discretion and the present grade or ground level of the Easement Areas shall not be changed by LFTCEDC by excavation or filling.
  3. LFTCEDC covenants and agrees as follows: that it is seized of the Easement Areas in fee simple and has good right to grant and convey the abovedescribed rights, privileges and Easements; that the Easement Areas are free from encumbrances; that National Grid shall quietly enjoy the Easement Areas; that LFTCEDC will execute or procure any further necessary assurance of title to the Easement Areas and that Assignor will forever warrant title to the Easement Areas.
  4. National Grid accepts the Grant of Easements subject to the state of facts an accurate, current survey and/ or inspection of the premises would reveal and subject to all easements, covenants, conditions and restrictions of record to the extent the same are currently in force and effect.

5. The Facilities located now or in the future within the Easement Areas at all times subsequent to the date of this Agreement shall be and shall remain the

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property of the National Grid and shall be maintained and serviced exclusively by National Grid.

6. National Grid covenants and agrees that, in the event the surface of any of the Easement Areas is disturbed at any time and from time to time by National Grid or any party acting on behalf of National Grid, then National Grid, at its sole cost and expense, within a reasonable time, shall repair and restore the surface as reasonably required by LFTCEDC.
7. As to their respective obligations hereunder, the parties agree to comply with all applicable codes, rules, regulations and laws.

3. Miscellaneous:

- E. National Grid are hereby expressly given and granted the right to assign the Easements, 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.
- F. The Grant of Easements made in Section 2 hereof shall at all times be deemed to be and shall be a continuing covenant running with the Fee Parcels and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this document.
- G. LFTCEDC makes no warranty or representation of any kind whatsoever in connection with the Easements Agreements assigned by Section 1 or in connection with the Facilities that have been constructed by LFTCEDC within the ETL, except as are expressly set forth herein.
- H. The assignment and grant made herein does not constitute all or substantially all of the assets of the LFTCEDC and has been duly authorized by LFTCEDC in accordance with its organizational documents.

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IN WITNESS WHEREOF, the parties have executed this Assignment of Easement Agreements and Grant of Easement as of the date and year first above written.

Niagara Mohawk Power Corporation  
d/b/a National Grid

Luther Forest Technology Campus  
Economic Development Corporation

By: \_\_\_\_\_  
Mary Ellen Paravalos, Vice President

By: \_\_\_\_\_  
Michael Relyea, President

STATE OF

ss.:

COUNTY OF

On the \_\_\_\_ day of November, 2010, before me, the undersigned, a notary public in and for said state, personally appeared Mary Ellen Paravalos, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss.:

COUNTY OF SARATOGA

On the \_\_\_\_ day of November, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **Michael Relyea**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



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**EXHIBIT "A"**  
**VESTING SCHEDULE**

**EASEMENT PARCELS:**

**PARCEL 1-M: (The Enclave)**

Property A: East of Northway/West of Vettura Court [Portion of SBL No. 229.00-3-42.1 and 229.81-1-36]

Fee Title: Park Place at Malta, LLC, by deed from The Enclave at Malta, LLC, dated October 15, 2008 and recorded October 17, 2008 in the Saratoga County Clerk's Office as Instrument No. 2008035250.

Easement: Luther Forest Technology Campus Economic Development Corporation, by Transmission Line Easement Agreement made with The Enclave at Malta, LLC, dated November 2, 2007 and recorded November 8, 2007 in the Saratoga County Clerk's Office as Instrument No. 2007043118.

Property B: Bed of Vettura Court [229.81-1-99]

Fee Title: Park Place at Malta, LLC, by deed from The Enclave at Malta, LLC, dated October 15, 2008 and recorded October 17, 2008 in the Saratoga County Clerk's Office as Instrument No. 2008035250.

Easement: Luther Forest Technology Campus Economic Development Corporation, by Transmission Line Easement Agreement made with The Enclave at Malta, LLC, dated November 2, 2007 and recorded November 8, 2007 in the Saratoga County Clerk's Office as Instrument No. 2007043118.

Property C: Portion of Lot 32 [SBL No. 229.81-1-26] and South Alley [SBL No. 229.81-1-98]

Fee Title: Park Place at Malta, LLC, by deed from The Enclave at Malta, LLC, dated October 15, 2008 and recorded October 17, 2008 in the Saratoga County Clerk's Office as Instrument No. 2008035250.

Easement: Luther Forest Technology Campus Economic Development Corporation, by Transmission Line Easement Agreement made with The Enclave at Malta, LLC, dated November 2, 2007 and recorded November 8, 2007 in the Saratoga County Clerk's Office as Instrument No. 2007043118.

**PARCEL 2-M: (Donald C. Greene)**

Parcel A: Portion of 2400 Route 9 [SBL No. 240-2-61.1]

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Fee Title: Donald C. Greene by deed from Sound One Corporation, successor by merger with Taddeo Construction and Leasing Corporation, dated May 16, 1985 and recorded in the Saratoga County Clerk's Office December 19, 1985 in Book 1106 at page 423.

Easement: Luther Forest Technology Campus Economic Development Corporation, by Grant of Easement from Donald C. Greene dated July 1, 2008 and recorded July 24, 2008 in the Saratoga County Clerk's Office as Instrument No. 2008025896.

Parcel B: Phaeton Lane [SBL No. 229.82-1-97]

Fee Title: The Enclave at Malta, LLC by Warranty Deed from Luther Forest Technology Campus Economic Development Corporation dated August 5, 2008 and recorded August 8, 2008 in the Saratoga County Clerk's office as Instrument No. 2008027748.

Easement: Luther Forest Technology Campus Economic Development Corporation, reserved in Warranty Deed to The Enclave at Malta, LLC, dated August 5, 2008 and recorded August 8, 2008 in the Saratoga County Clerk's office as Instrument No. 2008027748.

**PARCEL 4-M: Stonebreak Road**

Parcel A: Portion of Old Stonebreak Road [SBL No. 229.00-3-xx (unassigned)]

Fee Title: Town of Malta, by deed from William R. Mackay and Carol Luther Mackay dated January 4, 1980 and recorded August 6, 1980 in the Saratoga County Clerk's Office in Book 1009 at page 621.

Easement: Luther Forest Technology Campus Economic Development Corporation by Deed of Easement from Town of Malta, dated November 17, 2008 and recorded January 12, 2009 in the Saratoga County Clerk's Office as Instrument No. 2009000977.

Parcel B: Stonebreak Road and Utility Corridor Nos. 1 & 2 [SBL No. 241.00-1-98]

Fee Title: Town of Malta, by Warranty Deed from Luther Forest Technology Campus Economic Development Corporation, dated April 9, 2008 and recorded April 22, 2008 in the Saratoga County Clerk's Office as Instrument No. 20080104342.

Easement: Luther Forest Technology Campus Economic Development Corporation, reserved in a Warranty Deed to Town of Malta dated April 9, 2008 and recorded April 22, 2008 in the Saratoga County Clerk's Office as Instrument No. 20080104342.

**FEE PARCELS:**

**PARCEL 1-M**

Parcel D: Lot 31 [SBL No. 229.81-1-27]

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Fee Title: Luther Forest Technology Campus Economic Development Corporation, by Warranty Deed from The Enclave at Malta, LLC, dated November 2, 2007 and recorded November 8, 2007 in the Saratoga County Clerk's Office as Instrument No. 2007043119.

**PARCEL 5-M&S:** Former Wright Malta Site [Portion of SBL No. 241.00-1-3.11 (Stillwater)]

Fee Title: Luther Forest Technology Campus Economic Development Corporation, by Quitclaim Deed from Wright-Malta Corporation, dated June 28, 2004 and recorded July 8, 2004 in the Saratoga County Clerk's Office as Instrument No. 200408683 in Book 1687 of Deeds at page 704; and by Warranty Deed from The Luther Forest Corporation, dated July 12, 2005 and recorded July 14, 2005 in the Saratoga County Clerk's Office as Instrument No. 200508437 in Book 1725 of Deeds at Page 95.



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## **EXHIBIT B**

### **Property Description Easements Over Fee Parcels**

#### **Parcel 1-M, Lot D**

All that certain tract, piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York, lying Easterly of Vettura Court known as Lot 31 Vettura Court as shown on a map entitled "Park Place At Malta, N.Y.S. Route 9, Town Of Malta, Saratoga County, New York, Subdivision Plan-1 And Subdivision Plan-2," dated April 26, 2005, last revised August 11, 2005 and filed in the Saratoga County Clerk's Office on October 6, 2005 as Map Nos. P337F, P337G and P337, and being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly road boundary of Vettura Court at its point of intersection with the division line between Lot 31 Vettura Court on the South and Lot 32 Vettura Court on the North and runs thence from said point of beginning North 88 deg. 50 min. 39 sec. East 160.31 feet to its point of intersection with the common division line between said Lot 31 Vettura Court on the West and the lands now or formerly of Park Place at Malta, LLC as described in Instrument No. 2008035250, lands designated as "South Alley" as shown on the above described map, and lands now or formerly of Regency Realty Associates, LLC, Bucks Realty Associates, LLC, Capital Realty Associates, LLC and 311 East 11<sup>th</sup> Street Associates, LLC as described in Book 1720 of Deeds at Page 127 on the East; thence along the last mentioned common division line the following two (2) courses: 1) South 05 deg. 58 min. 04 sec. East 79.59 feet to a point; and 2) South 07 deg. 27 min. 44 sec. East 30.38 feet to its point of intersection with the division line between said Lot 31 Vettura Court on the North and Lot 30 Vettura Court on the South; thence South 82 deg. 32 min. 16 sec. West along the last mentioned division line 147.91 feet to a point on the Northeasterly road boundary of Vettura Court; thence along the Northeasterly and Easterly road boundary of Vettura Court the following two (2) courses: 1) North 24 deg. 16 min. 49 sec. West 21.01 feet to a point of curvature; and 2) in a Northerly direction along a curve to the right having a radius of 125.00 feet, an arc length of 48.00 feet and a chord bearing of North 13 deg. 16 min. 49 sec. West 47.70 feet to the point or place of beginning and containing 9,143± square feet or 0.21 acre of land, more or less.

Bearings are based on the New York State Plane Coordinate System, East Zone, NAD 1983/96.

**Parcel 5-M&S      12.65± ACRE PARCEL (former Wright-Malta Site- portion of SBL# 230.00-1-76.1 (Malta) and SBL #241.00-1-3.11 (Stillwater))**

All that certain tract, piece or parcel of land situate in the Town of Malta and Town of Stillwater, County of Saratoga, State of New York, lying Easterly of Stonebreak Road Extension and Westerly of Cold Spring Road as shown on a map entitled "Road And Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," prepared by C.T. Male Associates, P.C., dated April 20, 2007, last revised July 16, 2007 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L-730, bounded and described as follows:

Commencing at the point of intersection of the Northwesterly road boundary of Proposed Road and

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Utility Corridor No. 4 with the Northeasterly road boundary of Proposed Road and Utility Corridor No. 2 (Stonebreak Road) as shown on the above described map and as described in Instrument No. 2008014342; thence from said point of commencement along said Northeasterly road boundary of Proposed Road and Utility Corridor No. 2 and marking the Southwesterly boundary of Proposed Road and Utility Corridor No. 4 in a Southeasterly direction along a curve to the right having a radius of 100.00 feet, an arc length of 116.64 feet and a chord bearing of South 53 deg. 13 min. 55 sec. East 110.14 feet to its point of intersection with the Southeasterly road boundary of Proposed Road and Utility Corridor No. 4 (Stonebreak Road Extension) at its point of intersection with the Easterly road boundary of Proposed Road and Utility Corridor No. 2; thence along said Easterly road boundary of Proposed Road and Utility Corridor No. 2 in a Southerly direction along a curve to the right having a radius of 100.00 feet, an arc length of 42.13 feet and a chord bearing of South 07 deg. 45 min. 00 sec. East 41.81 feet to the point or place of beginning and runs thence from said point of beginning through the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 the following six (6) courses: 1) North 39 deg. 03 min. 40 sec. East 364.69 feet to a point; 2) North 41 deg. 04 min. 40 sec. East 592.67 feet to a point; 3) South 72 deg. 11 min. 00 sec. East 855.67 feet to a point; 4) North 80 deg. 30 min. 43 sec. East 473.88 feet to a point; 5) South 82 deg. 46 min. 11 sec. East and crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 1,416.77 feet to a point; and 6) South 85 deg. 36 min. 16 sec. East 90.53 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 on the Southwest and the lands now or formerly of Globalfoundries U.S. Inc. as described in Instrument No. 2009020320 on the Northeast at its point of intersection with the division line between other lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the North and the said lands now or formerly of Globalfoundries U.S. Inc. on the South; thence along the last mentioned division line the following two (2) courses: 1) South 85 deg. 36 min. 16 sec. East 333.56 feet to a point; and 2) South 89 deg. 57 min. 39 sec. East 138.84 feet to its point of intersection with the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the East and the said lands now or formerly of Globalfoundries U.S. Inc. on the West, said point being the point of commencement of the hereinafter described Utility Easement No. 2; thence continuing through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 South 89 deg. 57 min. 39 sec. East 29.08 feet to a point on the existing chain-link fence around the proposed Luther Forest Substation presently under construction as field located on April 1, 2010; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 and along said existing chain-link fence South 00 deg. 30 min. 09 sec. West 175.01 feet to a point; thence through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 the following two (2) courses: 1) North 89 deg. 57 min. 39 sec. West 174.65 feet to a point; and 2) North 79 deg. 03 min. 34 sec. West 316.54 feet to a point on the division line between the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1725 of Deeds at Page 95 on the Southeast and

other said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 on the Northwest; thence continuing



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through the said lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 the following six (6) courses: 1) North 79 deg. 03 min. 34 sec. West 126.46 feet to a point; 2) North 82 deg. 46 min. 11 sec. West and crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 1,393.73 feet to a point; 3) South 80 deg. 30 min. 43 sec. West 485.87 feet to a point; 4) North 72 deg. 11 min. 00 sec. West 803.71 feet to a point; 5) South 41 deg. 04 min. 40 sec. West 508.14 feet to a point; and 6) South 39 deg. 03 min. 40 sec. West 401.70 feet to a point on the above mentioned Northeasterly road boundary of Proposed Road and Utility Corridor No. 2 (East Connector Road); thence North 35 deg. 11 min. 08 sec. West along said Northeasterly road boundary 126.60 feet to a point on the Easterly road boundary of Proposed Road and Utility Corridor No. 2; thence along said Easterly road boundary in a Northerly direction along a curve to the left having a radius of 100.00 feet, an arc length of 5.77 feet and a chord bearing of North 05 deg. 58 min. 10 sec. East 5.76 feet to the point or place of beginning and containing 12.65 acres of land, more or less.

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## **EXHIBIT E**

### **BILL OF SALE**

Reference is made to that certain Purchase and Sale Agreement dated September 10, 2010 between Niagara Mohawk Power Corporation d/b/a/ National Grid and Luther Forest Technology Campus Economic Development Corporation (the "Transaction Agreement"). Pursuant to the Transaction Agreement, the undersigned Luther Forest Technology Campus Economic Development Corporation, with its principal place of business at 28 Clinton Street, Saratoga Springs, New York 12866 (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, hereby conveys, grants, bargains, sells, transfers, releases, delivers and confirms with warranty covenants, to Niagara Mohawk Power Corporation d/b/a National Grid, a New York corporation ("Buyer"), good, clear and marketable title, free from any defects, liens, encumbrances and claims of any kind, to the personal property described on Annex A attached hereto and incorporated herein by reference and made a part hereof (collectively, "Assets"), and hereby assigns, transfers, and sets over unto Buyer all of Seller's right, title, and interest in and to any and all of the unexpired warranties, guaranties, agreements, contract rights, or other benefits which Seller may have received from manufacturers or suppliers relating or pertaining thereto (collectively, "Warranties").

It is the intent of the Seller and Buyer that this instrument transfer all of Seller's right, title, and interest in and to the Assets and to assign any and all Warranties. In the event that this instrument does not accomplish the transfer of all of Seller's right, title, and interest in and to the Assets and/or the assignment of all of Seller's right, title and interest in and to any and all of the Warranties, each of the parties hereto covenants and agrees to take all steps necessary to effectuate such transfer and/or assignment and to execute, acknowledge, and deliver any and all documents or instruments as may be reasonably necessary to transfer the Assets and/or assign the Warranties to Buyer and as may be appropriate to confirm or otherwise carry out the transactions contemplated by this instrument. The provisions of this paragraph shall apply notwithstanding any other provisions of this Bill of Sale or the Transaction Agreement, and shall survive, termination, cancellation, or completion of this Bill of Sale and the Transaction Agreement.

Seller hereby covenants and agrees for the benefit of Buyer that Seller will, for Seller and Seller's successors and assigns, warrant and forever defend, at Seller's sole cost and expense, the right, title, and interest of Buyer in and to the Assets and Warranties against the lawful claims and demands of all persons; and take all steps necessary to ensure that Buyer has the benefit of all of Seller's rights in and to the Warranties upon transfer of the Assets to Buyer. The provisions of this paragraph shall survive termination, cancellation, or completion of this Bill of Sale and the Transaction Agreement.

Seller hereby constitutes and appoints Buyer as the Seller's true and lawful attorney, with full power of substitution, in the Seller's name and stead, by, on behalf of, and for the benefit of Buyer to demand and receive any and all of the Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and

prosecute, for the benefit of Buyer any and all proceedings at law, in equity or otherwise, which Buyer, and its successors or assigns, may deem proper for the collection or reduction to possession

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of any of the Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed, transferred, and delivered, and to do all acts and things in relation to the Assets transferred hereunder which Buyer shall deem desirable. The provisions of this paragraph shall survive termination, cancellation, or completion of this Bill of Sale and the Transaction Agreement.

To the extent that any provision of this instrument shall be held to be invalid, illegal or unenforceable, it shall be modified so as to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of this instrument. Each party represents and warrants to the other that the signatory identified beneath its name below has full authority to execute this instrument on its behalf.

This instrument and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto. The parties agree that time is of the essence for the transactions contemplated by this instrument.

This instrument shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under New York's applicable principles of conflicts of laws). Venue in any action with respect to this instrument shall be in New York; the parties agree to submit to the personal jurisdiction of courts in New York with respect to any such actions.

This instrument may be executed in multiple counterparts, each of which shall be considered an original.

**Signatures are on following page.**



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IN WITNESS WHEREOF, the parties hereto have each caused these presents to be signed in their names and behalf by their respective duly authorized representatives, under seal, as of the dates set forth below.

**Niagara Mohawk Power Corporation d/b/a National Grid, Buyer**

By: \_\_\_\_\_

Name: Mary Ellen Paravalos

Title: Vice President

Date: September 10, 2010

**Luther Forest Technology Campus Economic Development Corporation, Seller**

By: \_\_\_\_\_

Name: Michael Relyea

Title: President

Date: September , 2010

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**Annex A to Bill of Sale**  
**Description of Assets**



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In-Service Date  
Construction Completion Date

10-Sep-10  
31-Aug-10

State  
New York

As Built - Final Cost

WO Summary - Created Date  
Project Manager Joe Procopio - TRC

26-Mar-10

Construction Supervisor Bill Wilkinson - TRC

Summary Completed by Jon Dawes - LFTC

PO #	Asset T/D	Quantity	UOM	Procured By	Description	Unit Price	Total Purchase Price	Vendor	Serial #	Received Date	Delivery Location	Contact Name	Contact Number	Contact Email	Warranty	Shop Drawing/Manuals	Installation Cost
103014-01	T	9	EA		145kV/40kA, 200A, HS Series, Spring/Spring operated Synchropuff True Puffer Interrupter Design, Dead Tank, gang Operated SF6 circuit breakers per Specification No. TRC103014A-BKR-RD07, Version 1.0, dated 7-30-08	\$55,200.00	\$496,800.00	HVB AE Power Systems, Inc.		1-Jun-09	40 Hermes Road	Margaret D	585-768-8500	<a href="mailto:margaretd@hasgopower.com">margaretd@hasgopower.com</a>	18 months from shipment, or 12 months from energization		
103014-02	T	2	EA		120-SFMT-40E, Synchronous Closing Circuit Breaker	\$117,280.00	\$234,560.00	Mitsubishi Electric		19-Oct-09	40 Hermes Road	D. Connell	845-635-8483	<a href="mailto:dconnell@firstlineassociates.com">dconnell@firstlineassociates.com</a>	18 months from shipment, or 12 months from energization		
103014-03	T	1	EA		Design Adder for Bulk Power separation criteria requirements	\$17,000.00	\$17,000.00		Mitsubishi Electric	19-Oct-09	40 Hermes Road	D. Connell	845-635-8483	<a href="mailto:dconnell@firstlineassociates.com">dconnell@firstlineassociates.com</a>			
103014-03	T	32	EA		AVR-11520 115kV Disconnect Switches with arcing horns	\$7,755.00	\$248,160.00	USCO Power Equipment		13,19 -May-09 1, Oct-09	40 Hermes Road	Scott B	315-777-7687	<a href="mailto:scottb@elflowers.com">scottb@elflowers.com</a>	10 year warranty		
103014-04	T	6	EA		115kV Voltage Transormer, UT5-550-115	\$7,362.50	\$44,175.00	Trench c/o HASGO Power		3-Jun-09	40 Hermes Road	Margaret D	585-768-8500	<a href="mailto:margaretd@hasgopower.com">margaretd@hasgopower.com</a>	12 months in service or maximum 24 months after delivery		
103014-05	T	18	EA		115kV Capacitive Voltage Transformer, TEMF 123	\$5,529.00	\$99,522.00	Trench c/o HASGO Power		13-May-09	40 Hermes Road	Margaret D	maximum 585-768-8500	<a href="mailto:marqaretd@hasgopower.com">marqaretd@hasgopower.com</a>	24 12 months in service or months after delivery		
103014-06	T	6	EA		115kV Current and Voltage Transformers, KOTEF123ER	\$18,850.00	\$113,100.00	GENERGY Corp.		15-Jun-09	40 Hermes Road	Dave Shamlian	518-438-0822	<a href="mailto:david@generycorp.com">david@generycorp.com</a>	12 months in service or maximum 18 months after delivery		
103014-07	T	12	EA		115kV Surge Arresters, US096A	\$1,188.50	\$14,262.00	Cooper Power c/o R.M. Clark Assoc.		8-Jun-09	40 Hermes Road	R. Denno	508-435-6800	<a href="mailto:rdenno@rmclark.com">rdenno@rmclark.com</a>	12 months from installation not to exceed 18 months		
103014-07SBR	T	6	EA		115kV Surge Arresters, US096A	\$1,188.50	\$7,131.00	Cooper Power c/o R.M. Clark Assoc.		6-Jan-09	185-191 Coldsprings Road	R. Denno	508-435-6800	<a href="mailto:rdenno@rmclark.com">rdenno@rmclark.com</a>	12 months from installation not to exceed 18 months		
103014-08	T	2	EA		115kV 54MVAR Capacitor Banks	\$131,065.00	\$262,130.00	Cooper Power c/o R.M. Clark Assoc.		29-Jul-09	40 Hermes Road	R. Denno	315-673-1583	<a href="mailto:rdenno@rmclark.com">rdenno@rmclark.com</a>	5 year warranty		
103014-08	T	1	EA		Spares - (4) Cans, (4) fuses	\$3,700.00	\$3,700.00	Cooper Power c/o R.M. Clark Assoc.		29-Jul-10	40 Hermes Road	R. Denno	315-673-1583	<a href="mailto:rdenno@rmclark.com">rdenno@rmclark.com</a>	5 year warranty		
103014-09	T	6	EA		115kV Dry-Type Air Core Reactors, BBC-600/399	\$3,965.00	\$23,790.00	Areva T&D		29-Jul-10	40 Hermes Road	Keith Hood	706-554-8800	<a href="mailto:keith.hood@areva-td.com">keith.hood@areva-td.com</a>	36 months		
103014-10	T	261	EA		115kV Station Post Insulators, 115873	\$324.08	\$84,584.88	Seves USA		1-Jun-09	40 Hermes Road	Dave Shockley	419-447-3460	<a href="mailto:dave.shockley@sevesusa.com">dave.shockley@sevesusa.com</a>	12 months from shipment		
103014-10	T	245			5" Bus Tube, 37'-0" Lengths (9,065 linear feet)	\$474.10	\$116,154.50	Alum-Elec Structures, Inc.		29-Apr-10	185-191 Coldsprings Road	Joe Taylor	260-347-9362	<a href="mailto:joetaylor@alumelec.com">joetaylor@alumelec.com</a>			
102014-11	T			21	T	2		Schedule 40, 6101 extruded aluminum alloy with T6 temper for use as electrical conductors per attached Niagara Mohawk symstem Specification E-1098 Rev. 6/94.		Plastic Connector Bolt Wrench PH1612	\$272.55	\$5,723.55	\$8.00	\$16.00			
102014-11	T				T	2							\$0.00	\$0.00	Alum-Elec Structures, Inc.		
103014-12	T			1	LOT T	2		Steel structures per RFQ #10301412 for Substation Steel at Luther Forest		Standard Factory Tests	\$301,807.00	\$301,807.00	\$75.00	\$150.00	V&S Schuler Engineering, Inc.		
103014-12	T			1	LOT			Change Notice for Additional Steel Quantity			\$24,989.00	\$24,989.00			V&S Schuler Engineering, Inc.		
103014-12	T			1	LOT			Change Notice #2 for 3 Pothead Structure Changes		Certified Standard Test/Report	\$362.00	\$362.00			V&S Schuler Engineering, Inc.		
102145-04	T			1	LOT			Steel Pole Structures per SP-061709-102145			\$157,324.00	\$157,324.00			Valmont Newmark, Inc.		
103014-13	T			1	LOT			Relay & Control Switchboard Panels			\$596,407.81	\$596,407.81			Keystone Electrical Manufacturing Co.		
103014-13	T							Change Order #1 - Replace (9) Reclosing Switch Escutcheons			\$144.00	\$144.00			Keystone Electrical Manufacturing Co.		
103014-14	T			1	LOT			Aluminum High Voltage Bus Connectors			\$251,654.27	\$251,654.27			DMC Power.		
103014-15	T			2				125VDC Battery Chargers			\$3,876.00	\$7,752.00			Alcad (Hindle Power)		
103014-15	T			2				(2 sets) Wall Mounting Brackets			\$158.00	\$316.00			Alcad (Hindle Power)		
103014-15	T			2				Deduct for using standard drawings			-\$100.00	-\$200.00			Alcad (Hindle Power)		
103014-16	T			116				(116 cells) KCR-13, SAN Jar, Item #CW-16415-S			\$532.00	\$61,712.00			C&D Technologies		
103014-16	T			2				Manuals Item #RS-1475			\$0.00	\$0.00			C&D Technologies		
103014-16	T			3				Manuals item #RS-1476			\$5.00	\$15.00			C&D Technologies		
103014-16	T			2				15' Rack, 2 Step, UBC-1994, Zone 2A RDB0803-15-EP1-P			\$1,815.00	\$3,630.00			C&D Technologies		
103014-16	T			112				Battery Rack Flame Terardant Molded Spacers RE02347			\$0.00	\$0.00			C&D Technologies		
103014-16	T			2				"Eagle " Spill Containment 44" x 188" with Plastic Liner SP44-188-L			\$3,412.50	\$6,825.00			C&D Technologies		

NYISO Agreements --> National Grid and Luther Forest EDC

C&D Technologies	04-May-10	185-191 Road	Coldsprings						
C&D Technologies			Joe Taylor	260-347-9362	<a href="mailto:joetaylor@alumelec.com">joetaylor@alumelec.com</a>				
C&D Technologies		185-191 Coldsprings Road	R. Canel	800-728-0195	<a href="mailto:rcanel@vsschuler.com">rcanel@vsschuler.com</a>				
		185-191 Coldsprings Road	R. Canel 185-191	800-728-0195	<a href="mailto:rcanel@vsschuler.com">rcanel@vsschuler.com</a>				
		Coldsprings Road	R. Canel 185-191	800-728-0195	<a href="mailto:rcanel@vsschuler.com">rcanel@vsschuler.com</a>				
		Coldsprings Road	Wendy Dalton 185-191	800-825-6668	<a href="mailto:wdalton@valmont.com">wdalton@valmont.com</a>				1
10,15-Mar-10		Coldsprings Road	Jessy Rombou 185-191	515-283-2567 x216					2
10,15-Mar-10		Coldsprings Road		<a href="mailto:jrombou@keystoneemc.com">jrombou@keystoneemc.com</a>					
29-Mar-10	6-Apr-	185-191 Coldsprings Road	Jessy Rombou	515-283-2567 x216					m
10 6-May-10 2-Jun-10			John Marsten	<a href="mailto:jrombou@keystoneemc.com">jrombou@keystoneemc.com</a>					o
29-Mar-10	5-Apr-	185-191 Coldsprings Road	Vince Brown	678-738-0998	<a href="mailto:jmarsten@dmcpower.com">jmarsten@dmcpower.com</a>				n
10									t
29-Mar-10	5-Apr-	185-191 Coldsprings Road	Vince Brown 185-191	716-832-4604	<a href="mailto:vbrown@vjbrownco.com">vbrown@vjbrownco.com</a>				h
10									s
29-Mar-10	5-Apr-	Coldsprings Road	Vince Brown	716-832-4604	<a href="mailto:vbrown@vjbrownco.com">vbrown@vjbrownco.com</a>				f
10									r
		185-191 Coldsprings Road		716-832-4604	<a href="mailto:vbrown@vjbrownco.com">vbrown@vjbrownco.com</a>				o
5-May-10									m
		185-191 Coldsprings Road	John Acuri						d
5-May-10			John Acuri	508-634-4777					a
		185-191 Coldsprings Road	John Acuri 185-191	<a href="mailto:jarcuri@firstlineassociates.com">.com</a>	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				t
5-May-10		Coldsprings Road	John Acuri 185-191	508-634-4777					e
5-May-10		Coldsprings Road	John Acuri 185-191	508-634-4777	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				o
5-May-10		Coldsprings Road	John Acuri 185-191	<a href="mailto:jarcuri@firstlineassociates.com">.com</a>					f
4-May-10		Coldsprings Road	John Acuri 185-191	508-634-4477				receipt	
5-May-10		Coldsprings Road	John Acuri 185-191	<a href="mailto:jarcuri@firstlineassociates.com">.com</a>	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				
5-May-10		Coldsprings Road	John Acuri 185-191	508-634-4477				90 days after delivery	
5-May-10		Coldsprings Road	John Acuri 185-191	508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				
5-May-10		Coldsprings Road	John Acuri	<a href="mailto:jarcuri@firstlineassociates.com">.com</a>				60 months after delivery	
				508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				
				<a href="mailto:jarcuri@firstlineassociates.com">.com</a>					
				508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				1
				<a href="mailto:jarcuri@firstlineassociates.com">.com</a>					y
				508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				r
				<a href="mailto:jarcuri@firstlineassociates.com">.com</a>					f
				508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				u
				<a href="mailto:jarcuri@firstlineassociates.com">.com</a>					l
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				508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates</a>				y
				<a href="mailto:jarcuri@firstlineassociates.com">.com</a>					r
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								shipment	

[illegible]

					Service Agreement No. 1631																
103014-17	T	1			Standard Drawings	\$0.00	\$0.00	C&D Technologies		5-May-10	185-191 Coldsprings Road	John Acuri	508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates.com</a>							
	T	1			Freight (Estimated)	\$4,000.00	\$4,000.00	C&D Technologies		5-May-10	185-191 Coldsprings Road	John Acuri	508-634-4477	<a href="mailto:jarcuri@firstlineassociates.com">jarcuri@firstlineassociates.com</a>							
	T	1 LOT			Control cables per itemized list in attached Purchase Order Award	\$156,734.66	\$156,734.66	RSCC Wire & Cable LLC		5-Jun-10	185-191 Coldsprings Road	Donna Argento	860-653-8396	<a href="mailto:donna.argento@r-scc.com">donna.argento@r-scc.com</a>							
	T	1			SEL Cable C281, 10' length	\$32.62	\$32.62	Schweitzer Engineering Laboratories, Inc.		20-Apr-10	185-191 Coldsprings Road	Laurie Noyes	802-463-9621	<a href="mailto:Laurie.Noyes@RobinsonSales.com">Laurie.Noyes@RobinsonSales.com</a>							
	T	3			SEL Cable C281, 40' length	\$41.92	\$125.76	Schweitzer Engineering Laboratories, Inc.		20-Apr-10	185-191 Coldsprings Road	Laurie Noyes	802-463-9621	<a href="mailto:Laurie.Noyes@RobinsonSales.com">Laurie.Noyes@RobinsonSales.com</a>							
103014-18	T	3			SEL Cable C273A, 20' length	\$35.72	\$107.16	Schweitzer Engineering Laboratories, Inc.		20-Apr-10	185-191 Coldsprings Road	Laurie Noyes	802-463-9621	<a href="mailto:Laurie.Noyes@RobinsonSales.com">Laurie.Noyes@RobinsonSales.com</a>							
	T	12			SEL Cable C273A, 40' length	\$41.92	\$503.04	Schweitzer Engineering Laboratories, Inc.		20-Apr-10	185-191 Coldsprings Road	Laurie Noyes	802-463-9621	<a href="mailto:Laurie.Noyes@RobinsonSales.com">Laurie.Noyes@RobinsonSales.com</a>							
103014-19	T	12			SEL Cable C273A, 60' length	\$48.12	\$577.44	Schweitzer Engineering Laboratories, Inc.		20-Apr-10	185-191 Coldsprings Road	Laurie Noyes	802-463-9621	<a href="mailto:Laurie.Noyes@RobinsonSales.com">Laurie.Noyes@RobinsonSales.com</a>							
	T	2 EA			Bus Differential Junction Box	\$1,972.37	\$3,944.74	Custom Sheet Metal		29-Mar-10	185-191 Coldsprings Road	Bill Brown	315-463-9105	<a href="mailto:webmetelman322@aol.com">webmetelman322@aol.com</a>							
103014-20	T	2500 FT			Cable, Conductor, Bare, 1272 MCM, 61 Strands, Concentric Lay, All Aluminum, Class A, 1350-H19 ASTM B231 Hard Drawn, Code Name Narcissus	\$4,850.00	\$4,850.00	Southwire Company		6-Apr-10	185-191 Coldsprings Road	Doug McDermont	315-652-1240	<a href="mailto:mcdermott@irby.com">mcdermott@irby.com</a>							
103014-21	T	9500 FT			Cable, Conductor, Bare, 795 MCM, 37 Strands, Concentric Lay, All Aluminum, Class AA, 1350-H19 ASTN B231, Code Name Arbutus	\$12,015.30	\$12,015.30	Southwire Company		6-Apr-10	185-191 Coldsprings Road	Doug McDermont	315-652-1240	<a href="mailto:mcdermott@irby.com">mcdermott@irby.com</a>							
	T	3			Struthers Dunn, Item 219XBPLM-115/125VDC, 219 Series - Industrial General Purpose Relay	\$167.06	\$501.18	Allied Electronics Inc.		24-Mar-10	185-191 Coldsprings Road	MaryKate Swanson	845-452-1470	<a href="mailto:MaryKate.Swanson@alliedelec.com">MaryKate.Swanson@alliedelec.com</a>							
	T	3			Struthers Dunn, #27390, Socket Line Stirrup, 356-T6 Alum, Clamp, 1/2" tinned cu. AAC (550-1033MCM)/ACSR(477-954MCM), Sefcor park #AHLSC-34	\$14.60	\$43.80	Allied Electronics Inc.		24-Mar-10	185-191 Coldsprings Road	MaryKate Swanson	845-452-1470	<a href="mailto:MaryKate.Swanson@alliedelec.com">MaryKate.Swanson@alliedelec.com</a>							
	T	7			Spacer, Cable, 2-1272MCM AL cables, Straight, Bolted, 8" centerline to centerline. Sefcor Part #ASPC-41-8	\$100.26	\$701.82	Sefcor Inc.		May 4,2010	185-191 Coldsprings Road	Margaret DeBellis	585-768-8500	<a href="mailto:margaretd@hasgopower.com">margaretd@hasgopower.com</a>							
	T	96			Spacer, Cable, 2-1272MCM AL cables, Straight, Bolted, 8" centerline to centerline. Sefcor Part #ASPC-41-8	\$40.04	\$3,843.84	Sefcor Inc.		20-Apr-10	185-191 Coldsprings Road	Margaret DeBellis	585-768-8500	<a href="mailto:margaretd@hasgopower.com">margaretd@hasgopower.com</a>							
103014-22	T	6			Spacer, Cable, 2-1272MCM AL cables, Straight, Bolted, 8" centerline to centerline. Sefcor Part #ASPC-41-8	\$50.05	\$300.30	Sefcor Inc.		18-Aug-10	185 - 191 Coldsprings Road	Margaret DeBellis	585-768-8500	<a href="mailto:margaretd@hasgopower.com">margaretd@hasgopower.com</a>							
	T				Spacer, Cable, 2-1272MCM AL cables, Straight, Bolted, 8" centerline to centerline, with grounding provisions. Sefcor Part #ASPC-41-8-ST					4-May-10	185-191 Coldsprings Road										
		75				\$61.80	\$4,635.00	Sefcor Inc.				Margaret DeBellis	585-768-8500	<a href="mailto:margaretd@hasgopower.com">margaretd@hasgopower.com</a>							
	T				Bolted Cable Spacer, two 1272MCM Cables to station post insulator (TR2286), 5" bolt circle, 356-T6 Aluminum Casting, Aluminum Alloy hardware, 8" cable spacing, Sefcor part #AVCA2-435-5-8					20-Apr-10	185-191 Coldsprings Road										
		13				\$175.00	\$2,275.00	Sefcor Inc.				Margaret DeBellis	585-768-8500	<a href="mailto:margaretd@hasgopower.com">margaretd@hasgopower.com</a>							
103014-23	T	7			Base Plate Adapter	\$1,113.00	\$7,781.00	V&S Schuler Engineering, Inc.		5/18/2010	185 - 191 Coldsprings Road	Phil Rackley	918-687-7701	<a href="mailto:prackley@vsestp.com">prackley@vsestp.com</a>							
103014-24					Cable, Conductor, Bare, 1272 MCM, 61 Strands, Concentric Lay, All Aluminum, Class A, 1350-H19 ASTM B231 Hard Drawn, Manufacturer Nehring Wire						185 - 191										
	T	1200				\$2.78	\$3,336.00	Stuart C. Irby Co.		6/10/2010	Coldsprings Road	Doug McDermont	315-652-1240	<a href="mailto:mcdermott@irby.com">mcdermott@irby.com</a>							
IRO0005415	T	1			Control cables per itemized list in attached Purchase Order Award	\$35,150.00	\$35,150.00	National Grid			185 - 191 Coldsprings Road	Mike Stanistreet									
IRO0005417	T	1			Control cables per itemized list in attached Purchase Order Award	\$4,895.24	\$4,895.24	National Grid			185-191 Coldsprings Road	Mike Stanistreet									
IRO0005616	T	1			Control cables per itemized list in attached Purchase Order Award	\$31,231.68	\$31,231.68	National Grid		7/8/2010	185 - 191 Coldsprings Road	Mike Stanistreet									
					Total Direct Purchase Materials		\$3,461,292.59														
LFTC Substation Construction	T	1			Luther Forest Substation Clearing, Surveying, Town of Stillwater fees, Unloading Fees, Inground Work, Above Grade Work, Station Service, Testing and Comissioning, Owners Rep			Michels Power, National Grid, NYSEG, Galusha & Sons Construction, CT Male Associates, Hudson Montana			185-191 Coldsprings Road								\$4,631,840.31		
LFTC Wood Pole Line Construction	T	1			Overhead Transmission Line Constuction, ROW Clearing, NYSEG Poles at Mulberry, Environmental Compliance Services, Owners Rep			Michels Power, Galusha & Sons, NYSEG, LA Group, Hudson Montana											\$8,443,991.00		
TRC Solutions Design (LFTC Substation)	T	1			The design of the Luther Forest Substation will be ted from four different power sources, which will accommodate 73 megawatts of power for the GLOBALFOUNDRIES Site.			TRC Solutions				Joe Procopio	(315) 671-1604	<a href="mailto:jprocopio@TRCSOLUTIONS.com">jprocopio@TRCSOLUTIONS.com</a>					\$1,385,000.00		
TRC Solutions Design (Wood Pole Line)	T	1			This design consists of running two separate wood pole H-Frame lines each approximately 6.3 miles long known as #308 and the #3 line to the LFTC Substation from the Mulberry Substation			TRC Solutions				Joe Procopio	(315) 671-1604	<a href="mailto:jprocopio@TRCSOLUTIONS.com">jprocopio@TRCSOLUTIONS.com</a>					\$406,000.00		
TRC Solutions Construction Management (Substation)	T	1			Construction Management on the LFTC Substation			TRC Solutions				Joe Procopio	(315) 671-1604	<a href="mailto:jprocopio@TRCSOLUTIONS.com">jprocopio@TRCSOLUTIONS.com</a>					\$298,667.00		
TRC Solutions	T	1			Construction Management on the LFTC Wood Pole			TRC Solutions				Joe Procopio	(315) 671-1604	<a href="mailto:jprocopio@TRCSOLUTIONS.com">jprocopio@TRCSOLUTIONS.com</a>					\$298,667.00		

Construction Management (Wood Pole Line)	Line
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## **EXHIBIT F**

### **CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a "foreign person." To inform the transferee that withholding of such tax is not required upon the disposition of a U.S. real property interest by (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

- (1) The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- (2) The Transferor's U.S. employer identification number is 20-1263893; and
- (3) The Transferor's office address is 28 Clinton Street, Saratoga Springs, New York 12866.

Dated: September 9, 2010

TRANSFEROR: Luther Forest Technology Campus Economic Development Corporation

By: \_\_\_\_\_  
Name: Michael Relyea  
Title: President



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## **EXHIBIT G**

### **PUNCH LIST OF UNDELIVERED ITEMS**

- Delivery of the electronic “As-Builts” in National Grid’s standard format
- Completion of the washer replacement at Luther Forest Substation
- Satisfactory resolution of all Malta real property and asset issues and transfer documents

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