

PAYMENT IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT IN-LIEU-OF TAX AGREEMENT, dated as of November 1, 2020 (the "PILOT Agreement"), is by and between the **TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and validly existing under the laws of the State of New York with offices at 6122 South Park Avenue, Hamburg, New York 14075 (the "Agency"), and **ERIE WIND, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, with offices at 4910 Camp Road, Suite 500, Hamburg, New York 14075 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 784 of the Laws of 1986 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act"), as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company submitted an application to the Agency (the "Application") requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in two (2) parcels of real property on Lake Shore Road, in the Town of Hamburg, Erie County, New York (the "Parcels") together with four (4) 2.5 megawatts ("MW") wind turbines (each a "Turbine" and collectively, the "Existing Improvements"), (ii) the replacement and upgrading of the Existing Improvements without changing in any material way the existing towers, foundations and electrical equipment (the "Improvements"), and (iii) the acquisition and installation by the Company of certain items of machinery, equipment and other tangible personal property necessary for the operation of the wind energy generation facility (the "Equipment", and collectively with the Parcels, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, commensurate with the Company's submission of the Application to the Agency, the Company has requested the Agency's consideration of a deviation from the Agency's Uniform Tax Exemption Policy ("UTEP") to allow for a payment-in-lieu-of-tax agreement ("PILOT Agreement") to utilize a per-MW payment structure and provide fifteen (15) years of real property tax abatement for the Improvements (the "PILOT Deviation"), the terms of such PILOT Deviation having been negotiated by the Agency and Company; and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Improvements comprising the Facility pursuant to that certain Lease Agreement, dated as of November 1, 2020 (the "Lease Agreement") and thereafter lease said Improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of November 1, 2020 (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special *ad valorem* levies, special assessments and

TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY

and

ERIE WIND, LLC

PAYMENT IN-LIEU-OF-TAX AGREEMENT

Relating to:

Wind Farm Turbine Project
Located at Lake Shore Road
Town of Hamburg
Erie County, New York

Dated as of:

November 1, 2020

Termination Date:

December 31, 2036

SBL Nos.:

150.00-1-1.111/A and 150.1-18/A

Affected Tax Jurisdictions:

Erie County
Town of Hamburg
Frontier School District

Prepared by:

Neill & Strong Attorneys and Counselors PC
13166 Main Street, Alden New York 14004

service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into this PILOT Agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Erie County (the "County"), the Town of Hamburg (the "Town"), and the Frontier Central School District (hereinafter the "School District" or "School" and, collectively with the County and the Town, the "Affected Tax Jurisdictions"); and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (December 1, 2020) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law ("RPTL") and Section 874 of the Act, the Facility shall be exempt from Real Estate Taxes commencing with the 2022 Town and County tax year, and the 2021/2022 School tax year. For purposes of the foregoing, "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Town and School. The Company shall provide to the Agency the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors to process the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement and/or Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any valid, legal reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may, in good faith, contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired by such contest and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost as a result of such contest; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to timely file the Exemption Application with the appropriate assessors by the Taxable Status Date. The Company shall timely pay all Real Estate Taxes accruing against the Facility for tax years prior to those set forth above. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically covenants that it has withdrawn, or it will withdraw, from the RPTL Section 487 exemption, as same may apply to the Facility, prior to the December 1, 2020 Taxable Status Date and agrees that the exemptions provided for herein, supersede and are in substitution of the exemptions provided by Section 485-b or 487 of the RPTL. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

B. Payee. As long as the Facility is owned by the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually to the Town of Hamburg Industrial Development Agency at 6122 South Park Avenue, Hamburg, New York 14075, or at such other address as shall be designated from time to time by the Agency, for the benefit of the Affected Tax Jurisdictions, as a payment in-lieu-of-taxes, on or before December 15 of each year (each a "Payment Date"), commencing on December 15, 2021, an amount equal to the Total PILOT Payment as described in Schedule A attached hereto and as further described therein. Each annual PILOT Payment shall cover a "PILOT Year", which shall be July 1 through and including the succeeding June 30 fiscal tax year of the School, August 1 through and including the succeeding July 31 fiscal year of the Town, and the following January 1 through and including December 31 fiscal year of the County as shown on said Schedule A. The Agency shall send a bill (or cause a bill to be sent) to the Company for each Total PILOT Payment, on or before December 1 of each PILOT Year. The failure of the Agency to invoice or bill for any amounts due shall in no way relieve the Company from its obligations hereunder. The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

Section 1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as *ad valorem* taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

Section 1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town, School and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the PILOT Payment due date. For school district purposes, the tax rates used to determine the PILOT Payment shall be the rate relating to the school year which includes the PILOT Payment due date.

Section 1.4 Valuation of Future Additions to the Facility.

A. The PILOT Payments provided for in this PILOT Agreement shall not increase or decrease based on (i) the construction cost of the Facility, (ii) any modifications, repairs, additions or deletions thereto, (iii) any modification of the real property interests comprising the Facility, or (iv) for any other reason, so long as there is no additional MW nameplate capacity added to the Facility above 10 MWs (any such improvement which increase the nameplate capacity of the Project above 10 MWs, together with any associated real property interests, roadways, equipment, transmission facilities, substations, or other improvements shall be collectively referred to as, the "Additional MW Facilities").

B. If there shall be a future addition to the Facility constructed or added in any manner after the date of this PILOT Agreement which constitutes Additional MW Facilities, the Company shall notify the Agency of such addition. The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant

information that the Agency may thereafter request. Beginning with the PILOT Years after the Town's Taxable Status Date after the commercial operation date of any such Additional MW Facilities, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Additional MW Facilities based on the Town's assessed value of such Additional MW Facilities. If the Company shall disagree with the determination of assessed value for any Additional MW Facilities made by the Town, then, and in that event, said valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT Payment related to the Additional MW Facilities until a different PILOT Payment related to the Additional MW Facilities shall be established. If a lesser PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be recalculated and any excess payment (plus interest thereon as though such excess constituted a refund of Real Estate Taxes under RPTL Section 726), if any, shall be applied as a credit against the next succeeding Total PILOT Payment.

C. In the event any Turbine is Decommissioned (as defined below), the Company's obligation to make PILOT Payments hereunder shall terminate only with respect to any such Decommissioned Turbines and the Company's obligation to make PILOT Payments hereunder shall continue with respect to any remaining Turbine. A Turbine shall be deemed "Decommissioned" upon permanent removal of such Turbine and the repair by the Company of the land to substantially the condition prior to installation. The Company shall notify the Agency in writing of any Decommissioned Turbines in the manner required by Section 10.2 hereof.

Section 1.5 Period of Benefits.

A. The tax benefits provided for herein should be deemed to include (i) the 2021/2022 School tax year through the 2035/2036 School tax year and (ii) the 2022 Town and County tax year through the 2036 Town and County tax year. This PILOT Agreement shall expire on December 31, 2036; *provided, however*, the Company shall pay the 2036/2037 School tax bills and 2037 Town and County tax bill on the dates and in the amounts as if the Agency did not hold an interest in the Facility on the tax status date with respect to such tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings.

- Special District Charges, Special Assessments and other charges.

Section 2.1 All lawfully levied and/or assessed special improvement district charges, special district charges, special assessments, and special *ad valorem* levies (specifically including but not limited to fire district charges), and pure water or water sewer charges are to be paid in full in accordance with normal billing practices.

- Transfer of Facility.

Section 3.1 In the event that the Agency's interests in the Facility are transferred from the Agency to the Company (the Lease Agreement and Leaseback Agreement are terminated) (the "Transfer") and the Company is ineligible for a continued tax exemption under some other tax

incentive or exemption program, or if the exemption available under such other incentive program results in an amount due to the Affected Tax Jurisdictions in excess of the payment described in Section I hereof, the Company agrees to pay to each of the Affected Tax Jurisdictions within thirty (30) days (plus any applicable grace period) after receipt of a valid invoice or bill, an amount equal to the difference between the amount due under Section 1 hereof and the taxes and assessments due in accordance with RPTL Sections 302 and 520 or other applicable law. If the Company is eligible for a continued tax exemption under another tax incentive or exemption program, the amount of the Company's payment shall be reduced by the amount of exemption under such program.

|- Assessment Challenges.

Section 4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company had not entered into the Lease Agreement and the Leaseback Agreement, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before, and be heard by, the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

Section 4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special *ad valorem* levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement, as if, and to the same extent as if, the Company had not entered into the Lease Agreement and the Leaseback Agreement.

Section 4.3 In the event that any real estate tax assessment office or tax levy officer fails to assess the Facility or apply tax rates to such assessments, the Company shall provide notice following discovery of such failure to the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply special district tax rates to the respective assessments and request that such offices properly assess Facility or applicable portions thereof.

|- Changes in Law.

Section 5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

|- Effect of Fulfillment of the Requirement and Clawback.

Section 6.1 Once having paid the amounts required by this PILOT Agreement, the Company shall not be required to pay any real estate taxes for which payments in lieu of taxes have been made. Notwithstanding the foregoing, in the event that the Agency shall reasonably determine (i) that the Company has submitted an application, or documentation in support of an application, which contained a false or intentionally misleading statement as to any fact which is material to the Company's application for benefits or which omitted any information which, if

included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, and (ii) that such false or misleading statement or omission was made knowingly and intentionally for the purpose of obtaining financial assistance, then the Company shall forfeit any future tax exemptions or abatements and shall be required to pay to the appropriate taxing authority the amount of any real property exemptions received. The amount of benefits recaptured shall be the difference between the amount of payment in lieu of taxes paid and the amount that would have been paid in real estate taxes if the Agency did not have an interest in the Project.

Section 6.2 Notwithstanding anything contained herein to the contrary, the Agency and the Company have entered into that certain Agent and Financial Assistance Project Agreement, dated as of November 1, 2020 (the "Agent Agreement"), pursuant to which the Agency has the right to terminate, recapture, and/or modify the Company's real property tax exemption benefits, as identified herein, upon the terms and conditions set forth in the Agent Agreement. The Company recognizes and agrees that, if at any time, it fails to maintain its covenants and/or the terms and conditions as set forth in the Agent Agreement so as to effect a Recapture Event Determination as described within the Agent Agreement, then the Company may be subject to immediate termination or modification of this PILOT Agreement and/or be required to pay to the Agency an amount equal to any or all of real property tax exemption benefits as prescribed by the terms and conditions of the Agent Agreement.

Events of Default.

Section 7.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I hereof within thirty (30) days after the Payment Date (the "Delinquency Date") and failure to pay same within ten (10) days after receipt of notice of said delinquency; (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; and failure to pay same within the (10) days after receipt of notice of said delinquency; (iii) cure any occurrence and/or continuance of any events of default under the Lease Agreement after any applicable cure periods; and/or (iv) cure any occurrence and/or continuance of any events of default under the Host Community Agreement, dated as of the date hereof and entered into by the Company and the Town. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

Section 7.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: (A) with respect to payments to be made pursuant to Section

I hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 above, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5.00%) of the amount due, and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest shall accrue and be paid on the total amount due plus a late payment penalty in an amount equal to one percent (1%) per month until the payment is made; and (B) with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the applicable penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

|- Survival of the Company's Obligations.

Section 8.1 The obligations of the Company to make payments or otherwise perform prior to the date of termination of this Tax Agreement shall survive the termination or expiration of the Leaseback Agreement, for whatever reason terminated or expired.

|- Assignment

Section 9.1 No portion of any interest in this Tax Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

|- Miscellaneous.

Section 10.1 Counterparts. This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute a single instrument.

Section 10.2 Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: Town of Hamburg Industrial Development
Agency
6122 South Park Avenue
Hamburg, New York 14075
Attn: Executive Director

With Copy To: Jennifer L. Strong, Esq.
Neill & Strong Attorneys
13166 Main Street
Alden, New York 14004

Section 10.7 No Waiver. In the event any agreement herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.8 Amendment. This PILOT Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.

Section 10.9 Complete Agreement. Unless supplemented or otherwise amended in writing by the Company and the Agency in accordance with the laws of the State of New York, this PILOT Agreement constitutes the parties' entire agreement with respect to the subject set forth herein, and no other agreements or policies, written or unwritten, implied or express, will be deemed effective.

Section 10.10 Change in Tax Parcel or Tax Account Identification Numbers. Any change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by a Town to identify or classify all or any part of the Facility shall not modify this PILOT Agreement.

Section 10.11 Termination. In the event the Leaseback Agreement and the Lease Agreement are terminated for any reason, this PILOT Agreement shall be terminated as of the effective date of the termination of such agreements.

[Remainder of Page Intentionally Left Blank]

To the Company: Erie Wind, LLC
4910 Camp Road, Suite 500
Hamburg, NY 14075
Attn: Benjamin Wolcott

With Copy To: Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Kevin R. McAuliffe, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 10.3 Applicable Law. This PILOT Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Erie County, New York.

Section 10.4 Nonrecourse. Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency or the Affected Taxing Jurisdictions, as the case may be, by the Company. No member of the Agency nor any person executing this PILOT Agreement on the Agency's behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officers, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.

Section 10.5 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 10.6 Section Headings Not Controlling. The headings of the several Sections in this PILOT Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this PILOT Agreement.

[Signature Page to PILOT Agreement]

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

**TOWN OF HAMBURG INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Name: Sean Doyle

Title: Executive Director

ERIE WIND, LLC,

By: Huron Holdings, LLC, its sole member

By: 

Name: Whitney J. Wilson

Title: Authorized Representative

SCHEDULE A

**TO
PILOT AGREEMENT DATED AS OF NOVEMBER 1, 2020,
BY AND BETWEEN
TOWN OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY
AND
ERIE WIND LLC**

“Total PILOT Payment” shall be based on a \$11,000 per MW payment for PILOT Year 1 through PILOT Year 10, increasing to a \$11,550 per MW payment for PILOT Year 11 through PILOT Year 15, as set forth below:

<u>PILOT Year</u>	<u>School Tax Year</u>	<u>Town and County Tax Year</u>	<u>Total PILOT Payment</u> (as of the date of this PILOT Agreement, the MW production is 10MW)
1	2021/2022	2022	\$110,000.00
2	2022/2023	2023	\$110,000.00
3	2023/2024	2024	\$110,000.00
4	2024/2025	2025	\$110,000.00
5	2025/2026	2026	\$110,000.00
6	2026/2027	2027	\$110,000.00
7	2027/2028	2028	\$110,000.00
8	2028/2029	2029	\$110,000.00
9	2029/2030	2030	\$110,000.00
10	2030/2031	2031	\$110,000.00
11	2031/2032	2032	\$115,500.00
12	2032/2033	2033	\$115,500.00
13	2033/2034	2034	\$115,500.00
14	2034/2035	2035	\$115,500.00
15	2035/2036	2036	\$115,500.00

**ERIE WIND, LLC
STEEL WINDS II PROJECT – TOWN OF HAMBURG
LEGAL DESCRIPTIONS**

PREMISES DESCRIPTION LEASEHOLD PARCEL 2 (WTG 11, 12, 13 and 14)

All that tract or parcel of land, situate in the City of Lackawanna and Town of Hamburg, County of Erie and State of New York being part of lot 17 of the Ogden Gore Tract and lands conveyed by the State of New York to Bethlehem Steel Corporation by patents filed in the Erie County Clerk's Office, more particularly bounded and described as follows:

Commencing at a point in the north line of lands conveyed to Buffalo Crushed Stone Inc. by deed recorded in the Erie County Clerk's Office in Liber 9528 of Deeds at page 424 at the southeast corner of lands conveyed to Tecumseh Redevelopment Inc. by deed recorded in the Erie County Clerk's office in Liber 11040 of deeds at Page 8953.

Thence, N 87°-01'-47" W along the north line of said Buffalo Crushed Stone Inc. lands, being also the south line of said Tecumseh Redevelopment Inc. lands, a distance of 1808.80 feet to the Point of Beginning of the parcel described herein.

Thence, N 87°-01'-47" W a distance of 208.19 feet to a point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1020969.72' and east 1074260.17' and a radius of 190.25 feet, centered on the proposed location of WTG 11, an arc distance of 198.86 feet to a point;

Thence, N 25°-26'-01" W a distance of 397.99 feet to a point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1021511.28' and east 1073999.55' and a radius of 190.25 feet, centered on the proposed location of WTG 12, an arc distance of 219.37 feet to a point;

Thence, N 25°-25'-52" W a distance of 464.96 feet to a point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1022064.58' and east 1073767.77' and a radius of 190.25 feet, centered on the proposed location of WTG 13, an arc distance of 100.36 feet to a point;

Thence, N 18°-16'-35" W a distance of 452.08 feet to a point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1022627.59 and east 1073555.26 and a radius of 190.25 feet, centered on the proposed location of WTG 14, an arc distance of 925.46 feet to a point;

Thence, S 14°-22'-15" W a distance of 241.60 feet to the point;

Thence, S 79°-28'-38" E a distance of 72.09 feet to the point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1022064.58' and east 1073767.77' and a radius of 190.25 feet, centered on the proposed location of WTG 13, an arc distance of 628.91 feet to a point;

Thence, S 14°-16'-17" E a distance of 152.15 feet to a point;

Thence, S 71°-02'-46" E a distance of 110.87 feet to a point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1021511.28' and east 1073999.55' and a radius of 190.25 feet, centered on the proposed location of WTG 12, an arc distance of 522.33 feet to a point;

Thence, S 25°-57'-49" E a distance of 227.81 feet to a point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1020969.72' and east 1074260.17' and a radius of 190.25 feet, centered on the proposed location of WTG 11, an arc distance of 544.88 feet to a point or place of beginning.

Together with four (4) additional circles of land, each centered on WTG 11, 12, 13, and 14 as described above, each having a radius of 200.00 feet and intended for construction and maintenance for a rotor lay-down area.

PREMISES DESCRIPTION LEASEHOLD PARCEL 2A (Part of lands required for WTG 10)

All that tract or parcel of land, situate in the City of Lackawanna and Town of Hamburg, County of Erie and State of New York being part of lot 17 of the Ogden Gore Tract and lands conveyed by the State of New York to Bethlehem Steel Corporation by patents filed in the Erie County Clerk's Office, more particularly bounded and described as follows:

Commencing at a point in the north line of lands conveyed to Buffalo Crushed Stone Inc. by deed recorded in the Erie County Clerk's Office in Liber 9528 of Deeds at page 424 at the southeast corner of lands conveyed to Tecumseh Redevelopment Inc. by deed recorded in the Erie County Clerk's office in Liber 11040 of deeds at Page 8953.

Thence, N 87°-01'-47" W along the north line of said Buffalo Crushed Stone Inc. lands, being also the south line of said Tecumseh Redevelopment Inc. lands, a distance of 1190.75 feet to the Point of Beginning of the parcel described herein.

Thence, N 87°-01'-47" W, continuing along said line a distance of 343.64 feet to a point;

Thence, along a circular curve to the right whose center has a coordinate value of north 1020700.59 and east 1074797.25 and a radius of 190.25 feet, centered on WTG 10, an arc distance of 428.83 feet to the point or place of beginning, containing 0.61 acres, more or less.

Together with one (1) additional circle of land, centered on WTG 10 as described above, having a radius of 200.00 feet and intended for construction and maintenance and for a rotor lay-down area.

PREMISES DESCRIPTION LEASEHOLD PARCEL 3 (Part of lands required for WTG 10 and WTG 11) – BUFFALO CRUSHED STONE

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hamburg, County of Erie and State of New York being part of lands conveyed by the State of New York by letters patent, more particularly bounded and described as follows:

Commencing at a point in the north line of lands conveyed to Buffalo Crushed Stone Inc. by deed recorded in the Erie County Clerk's Office in Liber 9528 of Deeds at page 424 at the southeast corner of lands conveyed to Tecumseh Redevelopment Inc. by deed recorded in the Erie County Clerk's office in Liber 11040 of deeds at Page 8953.

Thence, N 87°-01'-47" W along the north line of said Buffalo Crushed Stone Inc. lands, being also the south line of said Tecumseh Redevelopment Inc. lands, a distance of 2011.26 feet to the Point of Beginning of the parcel described herein.

Thence, S 87°-01'-47" E along the north line of said Buffalo Crushed Stone Inc. lands, a distance of 946.95 feet to a point;

Thence, S 36°-03'-02" W a distance of 381.93 feet to a point;

Thence, N 68°-22'-01" W a distance of 720.96 feet to a point;

Thence, N 28°-51'-34" W a distance of 105.12 feet to the point or place of beginning.

Search Criteria: Party Name: "ERIE WIND LLC" Date Range: (11/29/2020 - 12/29/2020)

Search Results: 11 Records - (ERIE WIND LLC) AS OF 12-22-2020

Print Results

Party Code	NoP Data	NoP Imag	Name	Date	Type	Book Type	Book	Page	Instr#	Legal
R	0	0	ERIE WIND LLC	12/17/2020	MTP	D	11371	3120	2020218111	SEE
D	0	0	ERIE WIND LLC	12/22/2020	MTP	D	11371	6037	2020221668	2P HMB
D	0	0	ERIE WIND LLC	12/22/2020	792	D	11371	6059	2020221671	2P LKW
D	0	0	ERIE WIND LLC	12/22/2020	792	D	11371	6066	2020221672	2P LKW
D	0	0	ERIE WIND LLC	12/22/2020	792	D	11371	6074	2020221673	2P HMB LKW
R	0	0	ERIE WIND LLC	12/22/2020	792	D	11371	6082	2020221674	3P HMB LKW
D	0	0	ERIE WIND LLC	12/22/2020	MTG	M	13971	5498	2020221675	3P LKW
D	0	0	ERIE WIND LLC	12/22/2020	341	Q	334	2110	2020221676	10P
D	0	0	ERIE WIND LLC	12/22/2020	MTG	M	13971	5549	2020221677	10P HMB LKW
D	0	0	ERIE WIND LLC	12/22/2020	801	Q	334	2137	2020221678	10P
R	0	0	ERIE WIND LLC	12/22/2020	801	Q	334	2137	2020221678	10P
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Parties

GRANTOR: ERIE WIND LLC
 LESSEE: ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE)

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