



## Cassadaga Wind Project

Case No. 14-F-0490

1001.13 Exhibit 13

Real Property

## EXHIBIT 13 REAL PROPERTY

### (a) Real Property Map of Generating Site

A tax parcel map of the Facility Site which clearly depicts the tax parcel ID, current land use and zoning, relevant easements, grants and related encumbrances, and public and private roads planned for use as access to the site has been prepared for this Application (see Figure 4-4 in Exhibit 4). Data for this map was obtained from the Chautauqua County GIS (parcels) along with the United States Census Bureau (TIGER/line files) and the NYS GIS Clearinghouse. These data were also used to identify owners of record of all parcels included within the Facility Site and for all adjacent properties.

### (b) Real Property Map of Interconnection Facilities

Using the data referenced above, a map showing all proposed interconnection facilities and associated access drives/laydown areas has been prepared (Figure 13-1). However, all proposed interconnection facilities and associated access roads/laydown areas will be located on land controlled by the Applicant, and therefore no off-property access is anticipated.

### (c) Demonstration that the Applicant Has Obtained Title or Lease Interest in Facility Site

The Applicant has signed the following agreements for land parcels within the Facility Site:

- 1) Wind Energy Lease Option, Ground Lease and Easement Agreement – The Option Period under this lease is for five years with the right to extend for an additional three years. The lease option can be exercised at any time during this 8-year period. Once the option is exercised, the Lease Term shall commence upon the date of the Option Exercise Notice and shall include the Construction Period, Operations Period, and if elected by the Lessee, the First Renewal Term and the Second Renewal Term and shall expire on the last expiration date of any such period. The Operations Period commences on the Commercial Operation Date and continues for a period of twenty-five years after such date. The First Renewal Term is for an additional ten year period commencing upon the expiration of the Operations. The Second Renewal Term is for an additional six year period commencing upon the expiration of the First Renewal Term. With respect to each extension of the Operations Period, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a Memorandum evidencing the extension(s). Leases afford the rights of general easements (i.e., audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electric and radio

frequency interference). In addition, it affords easements for ingress and egress and access to and from the Facility Improvements, an exclusive easement for the unobstructed flow of wind currents and wind resources and permitting the rotors of the Wind turbines to overhang adjacent properties. There are also easements covering transmission and laydown yards. Fixed annual payments are made for the Option Period listed above. Once the option is exercised, several payments are made to the landowners based on timing of certain milestones reached (i.e., commencement of construction and commercial operation date). Once the Operation Period is in effect, payment to landowner is based on a royalty percentage and/or a fixed minimum rent per MW installed on the property.

- 2) Transmission Line Easement Option and Easement Agreement – The Transmission Easement Agreement has the same benefits to the Landowner and the Grantee as the Wind Energy Lease Option, Ground Lease and Easement Agreement. It does not, however, afford for an installation payment of turbines and/or royalty percentage payments annually. There is an annual option period payment until the transmission line is installed during construction. An annual payment is made thereafter based on the length of the line across the property.
- 3) Collection Line and Access Road Easement Option and Easement Agreement – The Collection Line and Access Road Easement Agreement has the same benefits to the landowner and the Grantee as the Wind Energy Lease Option, Ground Lease and Easement Agreement. It does not, however, afford for an installation payment of turbines and/or royalty percentage payments annually. This is an annual option period payment until the collection line and/or access road is installed during construction. An annual payment is made thereafter based on the length of line and access road installed on the property.

Additionally, certain landowners with parcels that are adjacent to the Facility have also been offered the opportunity to participate in the Facility through a Good Neighbor Agreement, which represents the landowner's consent and waiver of, but not limited to, any noise or shadow flicker limitations or setback requirements applicable the Landowner's property.

The Applicant has obtained, or can obtain access to parcels needed for the Facility.

(d) Demonstration that the Applicant Has Obtained Property Rights to Interconnection Site

The Applicant has made substantial progress toward obtaining access for all parcels needed for Facility interconnects and utility infrastructure and believes it can obtain access to remaining parcels needed for the

Facility. A bill is currently pending to go before the New York State legislature for consideration to allow for an easement across the Boutwell Hill State Forest for the Facility's collection line. The Applicant anticipates this bill to be passed during the 2016 legislative session.

(e) Improvement District Extensions

Based on discussions with local municipal representatives, the Facility will not need any improvement district extensions, and therefore demonstration that the Applicant can obtain such extensions is not applicable.