



Baron Winds Project

Case No. 15-F-0122

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 has been prepared for the Application, which depicts the following: (i) the tax parcel IDs for land parcels that are part of the Facility and the Facility footprint; (ii) zoning for the parcels that are part of the Facility; (iii) necessary access and utility easements for the Facility; and (iv) public roads planned for use as access to the Facility Site (see Figure 13-1). Data for this map was obtained from the Steuben 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. Of note is a Sunoco hazardous liquid pipeline easement located near the northernmost section of the Facility.

(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 13-2). All proposed interconnection facilities and associated access roads/laydown areas will be located on land controlled by the Applicant; 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 the leases for parcels within the Facility Site 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 Period. 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 megawatt installed on the property.

- 2) Collection Line and Access Road Easement Option and/or 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.
- 3) Substation Option Agreement – The Substation Option Agreement allows the Applicant to have an option to exercise to purchase the property necessary to construct and operate the collection substation. The Substation Option Agreement does not afford payments for installation of turbines and/or royalty payments annually. It does provide the landowner will an annual option period payment until the Substation Option Agreement is exercised.

Additionally, certain landowners with parcels that are adjacent to the Facility have 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 to the Landowner's property.

The Applicant has obtained, or can obtain, access to all 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.

(e) Improvement District Extensions

Based on discussions with local municipal representatives, the Facility will not need any improvement district extensions. As a result, the requirement that the Applicant demonstrate that it can obtain such extensions is not applicable.