

Heritage Wind Project

Case No. 16-F-0546

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 this Application (Figure 13-1). Figure 13-1 depicts the following: (i) the tax parcel ID (i.e., sheet, block, and lot number) and owner of record for all land parcels that are within and adjacent to the Facility; (ii) current land use and zoning for the parcels that are part of the Facility; (iii) necessary access and utility easements for the Facility; (iv) proposed laydown area(s) and operation and maintenance building; and (v) public roads planned for use as access to the Facility Site. The data for this map was obtained from the Orleans County Real Property Services Office (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, maps showing all proposed interconnection facilities and associated access drives/laydown areas have been prepared (Figure 13-1). All proposed interconnection facilities and associated access drives/laydown areas will be located on land controlled by the Applicant. Therefore, no off-property access is anticipated to be necessary.

(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 Leases – The initial term of the Wind Energy Lease is the Development Period, which commences on the date of signing of the Lease (“Effective Date”) and expires on the first to occur of (i) the seventh anniversary of the Effective Date, (ii) the Commercial Operations Date, or (iii) the date that the Tenant (the Applicant) pays the landowner a Minimum Annual Rent Payment. Provided operations have commenced or the Tenant has paid the Minimum Annual Rent Payment, the Lease automatically extends into the Operations Period, which commences on the last date of the Development Period and expires thirty years thereafter. The Operations Period may be extended for one additional ten-year period, and one further additional nine-year period, in each case by providing written notice thereof to the landowner no later than thirty days before the then-existing expiration date of the Operations Period. The total term of the Lease shall not exceed forty-nine years. “Commercial Operations Date” means the date that the date that wind turbines

representing at least ninety-five percent (95%) of the installed capacity of the project are authorized and able to continuously and reliably generate and deliver commercial quantities of energy.

The Tenant shall have the sole and exclusive rights to use the Premises for Wind Energy Purposes and to convert all of the wind resources of the Premises including, without limitation, all rents, royalties, credits and profits derived from wind energy and the wind resources upon, over and across the Premises. The Lease further defines 'Wind Energy Purposes' as wind resource evaluation and determination of the feasibility of wind energy conversion on the Premises or on adjacent lands, including studies of wind speed, wind direction and other meteorological data; wind energy development; conversion of wind energy into electrical energy; collection and transmission of electrical energy converted from wind energy; and any and all other activities related to the foregoing. Such activities would include but are not limited to the ability to construct, install, lay down, erect, improve, place, replace, remove, relocate and operate any and all improvements, machinery or equipment that Tenant deems necessary or desirable in connection with the uses described above, including, without limitation, the following (collectively, the "Wind Facilities"): (a) one or more wind turbine energy generators, associated towers, related fixtures, equipment and improvements, including the appurtenant footings, support structures and towers ("Wind Turbines"); (b) aboveground and underground electrical and communications lines, collection and transmission equipment; (c) power conditioning equipment, substations, interconnection facilities, switching facilities, operations and maintenance buildings, transformers, SCADA and telecommunications equipment; (d) roads, gates, signs, fences, Met Towers, wind energy measurement equipment, maintenance yards and other related facilities, machinery, equipment and improvements; and (e) temporary improvements of any kind, including but not limited to temporary security, office, and guest facilities, staging areas, power generation facilities used for wind turbine installations, laydown areas, temporary roads and crane paths, crane pads, and related facilities. In addition, the Lease includes easements for access over and across all portions of the Premises, an exclusive easement to capture, use and convert the unobstructed wind resources over the Premises, an easements to generate audio, visual and electrical effects, as well as shadow flicker, radio interference, and/or other effects, on the Premises attributable to the operation of Wind Facilities or any other activities of Tenant; and allow the rotors of Wind Turbines located on adjacent properties in the project to overhang onto the Premises. Annual rent payments are made in advance throughout the Development Term. Once the Operations Term is in effect, payments are made to landowners based on the type of Wind Facilities located on their property.

The Wind Energy Lease Agreement does not preclude the use of a parcel for mining, oil, gas and mineral development so long as the development activity is not otherwise prohibited by law and such development (including any drilling or mining) does not interfere with Tenant's use of the Premises and does not materially

diminish the amount of land surface of the Premises available for the Tenant activities. Tenant's activities may not interfere with previously transferred mining, oil, gas and mineral development rights. Tenant will address all mining, oil, gas or mineral development rights with the owners of the properties and those entities owning such development rights prior to construction to coordinate the joint use of the parcel during construction and periods of repair and to ensure that any future development of those rights is compatible with the Wind Facilities.

2. Easement Agreement for Underground Facilities – The Easement Agreement for Underground Facilities provides an exclusive easement across the property for the right to construct, replace, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Property; together with a right-of-way on, along and in the Property. The landowner receives a one-time fixed-rate pre-construction payment, and annual payments during the Construction and Operations Period based on the linear length of underground collection installed on the property.

Additionally, certain landowners with parcels that are adjacent to Wind Facilities have been offered the opportunity to participate in the project through a Setback Waiver or Good Neighbor Agreement, which represents the landowner's consent and waiver of any noise or shadow flicker limitations or setback requirements set forth in the local laws that are applicable to the landowner's property.

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

The Applicant has obtained access to all parcels needed for Facility interconnects and utility infrastructure as shown on the Facility Site Map Figure 3-1.

(e) Improvement District Extensions

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