

**When recorded return to:**  
Carlos Megias  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-7378

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***THIS SPACE FOR RECORDER'S USE ONLY***

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 17 day of February, 2017 ("**Effective Date**"), by and between Byron W. Haverly and Kathy Haverly, husband and wife (collectively, "**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Schoharie County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date

("Commencement Date"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Effects Easement.** The Agreement between Owner and Operator grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Solar Project located on the Owner's Property.

6. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Solar Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Solar Project for visitors and other interested parties.

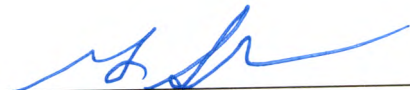
8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

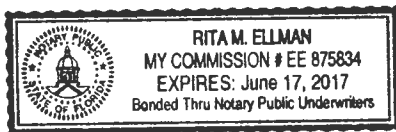
By:   
Gregory Schneck, Vice President

STATE OF FLORIDA                     )  
  )ss:  
COUNTY OF PALM BEACH         )

On this 17th day of February, 2017, before me, the undersigned notary public, personally appeared Gregory Schneck personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Owner's Property**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Sharon, County of Schoharie and State of New York, known and distinguished as being in the Southerly part of lot number 16 in a certain tract of land described as being parcel of a large tract of land formerly granted to Isaac Paris and others and commonly known as Parises Patent, which said premises are more particularly bounded as follows: Northerly by the lands in the possession formerly of John R. Taylor; Easterly by the land formerly in possession of said Taylor and Daniel Kilts; Southerly by lands formerly in the possession of John J. Van Valkenburgh; Westerly by lands formerly in the possession of Henry V. Crounse and by lands formerly of George Ressiguie. The above described lands or premises are estimated to containing 50 acres of land be the same more or less.

ALSO ONE CERTAIN OTHER PIECE OF LAND, situated in the Town and County aforesaid and bounded as follows, viz: On the West by lands formerly of George Resseguie; on the North by lands formerly of George Resseguie; on the East by aforesaid described premises; on the South by the lands formerly of Henry Crounse; containing 2 acres of land be the same more or less.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Sharon aforesaid and bounded as follows; viz: On the North by lands formerly of George Ressiguie and lands above described; on the East by the lands above described; on the South by lands formerly of Jacob Hiller and on the West by lands formerly of Henry V. Crounse, containing 12 acres of land be the same more or less.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, lying and being in the Town of Sharon, Schoharie County, State of New York, being the North part of Lot No. 18 in a patent of land granted to Isaac Parris and others and described and bounded as follows: BEGINNING in a stake standing in a springhole, marking the Northwesterly corner of said Lot No. 18 and runs thence South 61 degrees East 9 chains and 71 links to a fence post standing in the Easterly side of the highway near a large stone; thence South along the lands formerly of Daniel Kilts South 11 degrees and 30 minutes West, 19 chains and 54 links to a stake; thence North 69 degrees West 9 chains and 38 links to the Easterly bounds of lands formerly of John Joseph A. Van Valkenburgh and known as the old farm; thence along said last mentioned line North 11 degrees and 12 minutes East 21 chains and 2 links to the place of beginning, containing 18.74 acres of land be the same more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Sharon, Schoharie County, New York, and briefly described as follows: Commencing at a point in the center of the Sharon-Gilberts Corners highway, running thence South 7 degrees West 14 chains and 50 links to a point; thence North 82 degrees East 4 chains 42 links to a point; thence North 7 degrees East 1 chain 50 links to a point; thence North 76 degrees East 4 chains to middle of highway; thence North 29 degrees 30 minutes West 15 chains and 26 links along the center of the highway to the place of beginning, containing 6 acres of land be the same more or less.



ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the said Town of Sharon, in a patent granted to Isaac Paris and others, which takes its beginning at a basswood stump and runs thence North 83 degrees East 4 chains 42 links to a stake and stones; thence South 70 degrees West 18 chains to a stake and stones; thence North 62 degrees West 4 chains 42 links to a stake and stones; thence North 70 degrees East 15 chains 67 links to the place of beginning, containing 7 acres and 16 rods of land, be the same more or less.

EXCEPTING AND RESERVING OUT OF AND THEREFROM, THE FOLLOWING PARCELS 1 THROUGH 3:

PARCEL 1:

All that certain piece or parcel of land situate, lying and being in the Town of Sharon, County of Schoharie and State of New York, bounded and described as follows: Beginning at a point in the division line on the Southwest and the lands now or formerly of Max and Catherine Putlack on the Northeast at station 398 + 20.7 of the traverse for the proposed right of way for the proposed electric transmission line extending from its Marshville Substation to its Cobleskill Substation and running thence from said point of beginning South 60 degrees 13 minutes East along said division line 61 feet more or less to a point distant 50.0 feet Easterly on the perpendicular from said traverse; thence South 4 degrees 30 minutes East parallel to said traverse and at all points 50.0 feet distant there from 687 feet more or less to a point opposite station 405 + 41.3 of said traverse; thence North 85 degrees 30 minutes East 25.0 feet to a point distant 75.0 feet Easterly on the perpendicular from said traverse; thence South 4 degrees 30 minutes East parallel to said traverse and at all points 75.0 feet distant therefrom and crossing a town road commonly known as Sharon Hill Road 450.0 feet to a point opposite station 409 + 91.3 of said traverse; thence South 85 degrees 30 minutes East 25.0 feet to a point distant 50.0 feet Easterly on the perpendicular from said traverse; thence South 4 degrees 30 minutes East parallel to said traverse and at all points 50.0 feet distant therefrom 1651 feet more or less to a point opposite station 426 + 42.6 of said traverse; thence North 85 degrees 30 minutes East 25.0 feet to a point distant 75.0 feet Easterly on the perpendicular from said traverse; thence South 4 degrees 30 minutes East parallel to said traverse and at all points 75.0 feet distant therefrom 87 feet more or less to a point in the bisector of the angle at station 427 + 17.6 of said traverse; thence South 13 degrees 11 minutes West and continuing parallel to said traverse and at all points 75.0 feet distant therefrom 87 feet more or less to a point opposite station 427 + 92.6 of said traverse; thence North 76 degrees 49 minutes West 25.0 feet to a point distant 50.0 feet Easterly on the perpendicular from said traverse; thence South 13 degrees 11 minutes West parallel to said traverse and at all points 50.0 feet distant therefrom 328 feet more or less to a point in the division line on the North and the lands now or formerly of Irwin Morse et al on the South; thence North 68 degrees 55 minutes West along the last mentioned division line and passing through station 431 + 14.1 of said traverse 101 feet more or less to a point distant 50.0 feet Westerly on the perpendicular from said traverse; thence North 13 degrees 11 minutes East parallel to said traverse and at all points 50.0 feet distant therefrom 382 feet more or less to a point in the bisector of the angle at station 427 + 17.6 of said traverse; thence North 4 degrees 30 minutes West and continuing parallel to said traverse and at all points 50.0 feet distant therefrom 2126 feet more or less to a point opposite station 405 + 83.7 of said traverse; thence South 85 degrees 30 minutes West 25.0 feet to a point distant 75.0 feet Westerly on the perpendicular from said traverse; thence North 4 degrees 30 minutes West parallel to said traverse and at all points 75.0 feet distant therefrom and crossing said Sharon Hill Road 450.0 feet to a

point opposite station 401 + 33.7 of said traverse; thence North 85 degrees 30 minutes East 25.0 feet to a point distant 50.0 feet Westerly on the perpendicular from said traverse; thence North 4 degrees 30 minutes West parallel to said traverse and at all points 50.0 feet distant therefrom 347 feet more or less to a point in the first mentioned division line; thence South 60 degrees 13 minutes East along said first mentioned division line 61 feet more or less to the point or place of beginning containing 8.17 acres, be the same more or less.

All bearings refer to magnetic north as of the year 1928. Being a part of the same premises described in a deed from Anna Kruger to John Istle and Anna Mae Istle, his wife, dated January 4, 1955 and recorded in the Schoharie County Clerk's Office on March 8, 1955 in Book 270 of Deeds at page 585.

PARCEL 2:

All that certain piece or parcel of land situate, lying and being in the Town of Sharon, County of Schoharie, and State of New York, bounded and described as follows:

COMMENCING at an iron pin at the intersection of the lands herein conveyed with the lands of Walters and the town road known as Gilberts Corners Road; thence in an easterly direction along the lands of Walters a distance of 903 feet more or less to an iron pin and lands now or formerly of Charles Karker; thence in a southerly direction along an old fence and lands now or formerly of Charles Karker and lands of Frank M. Ambrosano a distance of 1000 feet more or less to an iron pin at the easterly edge of said town road known as Gilberts Corners Road; thence in a northwesterly direction along the easterly edge of said town road known as Gilberts Corners Road a distance of 1498 feet more or less to the point or place of beginning containing 7 acres of land more or less.

There is also conveyed all the right, title and interest, if any, of the parties of the first part herein to the lands lying in the bed of the highway adjoining said premises.

Being a part of the same premises described in a deed from Anna Kruger to John Istle and Anna Mae Istle, his wife, dated January 4, 1955 and recorded in the Schoharie County Clerk's Office on March 8, 1955 in Book 270 of Deeds at page 585.

PARCEL 3:

All that certain piece or parcel of land situate, lying and being in the Town of Sharon, County of Schoharie and State of New York, bounded and described as follows:

Beginning at a steel pin driven in the ground in the westerly boundary of a Town of Sharon Road known as the Sharon Hill Road, said pin being at the north easterly corner of the lands herein described; Thence S 20°40' E 796.65 feet along the easterly side of the aforementioned Sharon Hill Road to another steel pin driven in the ground; Thence N 83°22' W 703.34 feet through the lands of John and Anna Mae Istle to a steel pipe driven in the ground; Thence N 15°46' E 707.88 feet along the fence and stone wall and the lands of Harold S. and Barbara J. Hall to a steel pin driven in the ground; Thence S 85°42' E 225.81 feet along the lands of Harold S. and Barbara J. Hall to the place of beginning and containing 7.5 acres of land more or less.

Being a part of the same premises described in a deed from Anna Kruger to John Istle and Anna Mae Istle, his wife, dated January 4, 1955 and recorded in the Schoharie County Clerk's Office on March 8, 1955 in Book 270 of Deeds at Page 585.



**When recorded return to:**  
Carlos Megias  
NextEra Energy Resources, LLC  
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***THIS SPACE FOR RECORDER'S USE ONLY***

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 21 day of June, 2017 ("**Effective Date**"), by and between High Hill, LLC, a New York limited liability company ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Schoharie County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date

("Commencement Date"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Effects Easement.** The Agreement between Owner and Operator grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Solar Project located on the Owner's Property.

6. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Solar Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Solar Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

EXECUTED on the date set forth below.

Owner:

High Hill, LLC  
a New York limited liability company

By: Charles Rosner  
Charles Rosner, Managing Member

**OWNER ACKNOWLEDGEMENT**

FLORIDA  
STATE OF ~~NEW YORK~~ )  
PAUMotu ) ss:  
COUNTY OF ~~WESTCHESTER~~ )

On this 15 day of JUNE, 2017, before me, personally came Charles Rosner, Managing Member of High Hill, LLC, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



DONNALEE PEREZ  
MY COMMISSION # FF 041155  
EXPIRES: October 23, 2017  
Bonded Thru Budget Notary Services

Donnalee Perez  
NOTARY PUBLIC, STATE OF ~~NEW YORK~~ FLORIDA

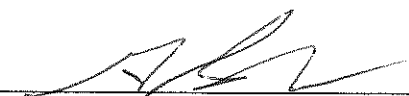
My commission expires:

10/23/17

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

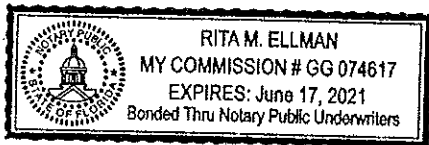
By:   
Gregory Schneck, Vice President

STATE OF FLORIDA                     )  
  )ss:  
COUNTY OF PALM BEACH         )

On this 21st day of June, 2017, before me, the undersigned notary public, personally appeared Gregory Schneck personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 6/17/21

## **EXHIBIT A**

### **Legal Description of Owner's Property**

#### **PARCEL 1:**

Being a portion and parcel of land situate in the Town of Sharon, County of Schoharie and State of New York, known as Schoharie Tax Map #12.-2019, and legally described as PARCEL 1 in that certain Warranty Deed to Owner from J & R Land Holdings, LLC dated April 18, 2013 and recorded in the Schoharie County Clerk's Office on April 25, 2013, in Book 951, Page 74, and containing 97.5 acres more or less.

#### **PARCEL 2:**

All that tract or parcel of land lying, situate and being both on and off Gilberts Corners Road in the Town of Sharon, Schoharie County, New York, consisting of 336.10 acres of land more or less, known by Schoharie Tax Map #12.-2-2 and more particularly described in deed from Walter E. Loveridge to Owner, dated May 10, 2002, and recorded in the Schoharie County Clerk's Office on May 10, 2002, in Liber 715 of Deeds, at page 337, to which deed reference should be had for a more particular description.

#### **PARCEL 3:**

Being a portion and parcel of land situate in the Town of Sharon, County of Schoharie and State of New York, known as Schoharie Tax Map #12.-3-25, and legally described as Parcel One in that certain Warranty Deed to Owner from High Hill, LLC dated February 11, 2013, and recorded in the Schoharie County Clerk's Office on February 21, 2013, in Book 947 Page 247, and containing 436.20 acres more or less.

#### **PARCEL 4:**

Being a portion and parcel of land situate in the Town of Sharon, County of Schoharie and State of New York, known as Schoharie Tax Map #12.-3-19.3, and legally described as PARCEL 2 in that certain Warranty Deed to Owner from J & R Land Holdings, LLC dated April 18, 2013 and recorded in Schoharie County Clerk's Office on April 25, 2013, in Book 951, Page 74, and containing 75.52 acres more or less.

The Parties agree to cooperate with each other in updating, revising and supplementing the foregoing description of the Owner's Property when a boundary/land survey of the Owner's Property is obtained.



Prepared by:

Carlos Megias, Esq.  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 691-7378

### **MEMORANDUM OF OPTION AGREEMENT**

In consideration of \$10.00 and other valuable consideration, the receipt and sufficiently of which is hereby acknowledged, James A. Sherman and Sandi L. Sherman, husband and wife, whose address is 1149 Slate Hill Road, Sharon Springs, NY 13459; and Terry L. Sherman and Barbara J. Sherman, husband and wife, whose address is 1348 Highway Route 20, Sharon Springs, NY 13459 (collectively, "**Seller**") does hereby grant to Boulevard Associates, LLC, a Delaware limited liability company, whose address is 700 Universe Blvd., Attn: Land Services, CEA/JB, Juno Beach, FL 33408 ("**Purchaser**"), the right and option to purchase the property described on **Exhibit A** attached hereto and incorporated by reference herein.

This option shall expire seven (7) years from the Effective Date.

The provisions set forth in a written option agreement between the parties dated the December 26, 2016, are hereby incorporated in this memorandum.

[Signatures on Next Pages]

WITNESS our hand(s) and seal(s) on the dates set forth below.

**Seller:**

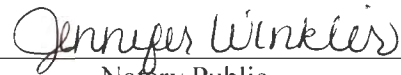
  
James A. Sherman

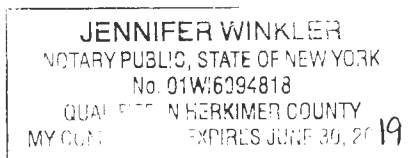
  
Sandi L. Sherman

**ACKNOWLEDGMENT**

STATE OF NEW YORK                    )  
  :SS.  
COUNTY OF SCHOHARIE            )

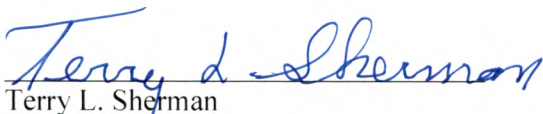
On the 23<sup>rd</sup> day of December, in the year 2016, before me, the undersigned, personally appeared James A. Sherman and Sandi L. Sherman, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

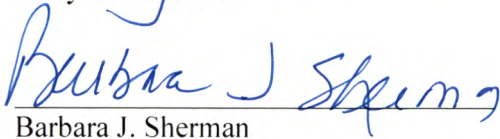
  
\_\_\_\_\_  
Notary Public



WITNESS our hand(s) and seal(s) on the dates set forth below.

**Seller:**

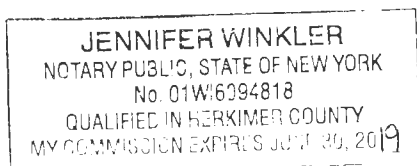
  
Terry L. Sherman

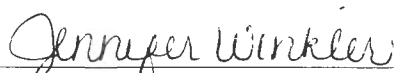
  
Barbara J. Sherman

**ACKNOWLEDGMENT**

STATE OF NEW YORK                    )  
  :SS.  
COUNTY OF SCHOHARIE            )

On the 23<sup>rd</sup> day of December, in the year 2016, before me, the undersigned, personally appeared Terri L. Sherman and Barbara J. Sherman, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

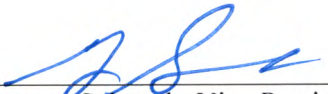


  
Notary Public

**Purchaser:**

Boulevard Associates, LLC  
a Delaware limited liability company

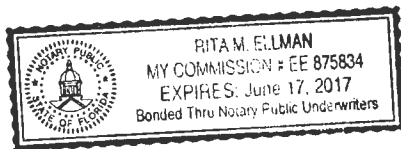
By:

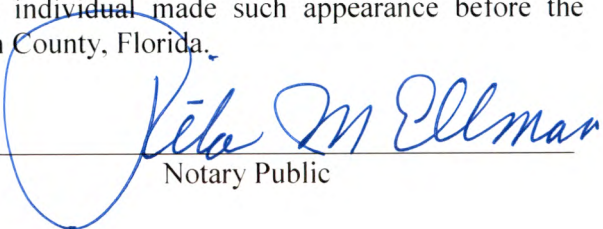
  
\_\_\_\_\_  
Gregory Schneck, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA                     )  
  :SS.  
COUNTY OF PALM BEACH         )

On the 26 day of December, in the year 2016, before me, the undersigned, personally appeared Gregory Schneck, 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, and that such individual made such appearance before the undersigned in Town of Juno Beach, Palm Beach County, Florida.



  
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Rita M. Ellman  
Notary Public

## EXHIBIT A

### Legal Description of Property

PARCEL 1(a):

All that tract, piece or parcel of land situate in the Town of Sharon, aforesaid, and bounded and described as follows, viz: Said land is situate on the North side of the so-called Western Turnpike and is bounded and described as follows:--Beginning at a point where the center line of said Turnpike crosses the Westerly line of lands of Henry P. Bellinger and runs thence along said Westerly line North 10° 15' East 1056 feet, thence South 59° East 297 feet to the lands of Daniel Kilts, deceased, thence North 10° 20' East along said Kilts lands 647 feet to the lands of Milton Shilby, deceased, thence North 69° West 614 feet, thence North 9° 30' East 1386 feet, thence continuing along Shilby's land North 61° West 381 feet, thence North 14° 45' West 1155 feet to the corner of a stone wall, thence South 70° East 94 feet; thence South 18° 30' West 140 feet, thence South 24° 30' West 387 feet along a wall, thence along said wall South 13° 30' West 1120 feet to the center of said turnpike highway, thence along the center of said turnpike road South 50° 30' East 1412 feet to the place of beginning, containing 55.15 acres of land be the same lands and premises which were conveyed by John Malony and wife to William L. Vrooman by deed dated the 1st day of April 1899 and recorded in the Schoharie County Clerk's Office on the 11th day of April, 1899 in Book 127 of Deeds at Page 191.

EXCEPTING AND RESERVING the right of the Fulton County Gas and Electric Company to erect poles and string wires and keep the same in repair as now existing in an agreement between Jason Vrooman and said company and reference to said agreement is hereby made for a more particular description thereof. Being the same premises conveyed by Jason Vrooman and Elizabeth Vrooman to William C. Wygant and Edyth M. Wygant as tenants by the entirety by deed dated May 21, 1926 and recorded in the Schoharie County Clerk's Office on May 22, 1926 in Book 189 of Deeds at Page 581.

ALSO EXCEPTING AND RESERVING an electrical transmission easement granted by Jason Vrooman and Elizabeth Vrooman, his wife, to Courter Electric Company by deed dated October 13, 1915 and recorded in the Schoharie County Clerk's Office on February 3, 1916 in Book 160 of Deeds at Page 535. Further excepting and reserving an electric transmission line easement conveyed by Jason Vrooman to Mohawk Hydroelectric Company, Inc., by deed dated October 18, 1919 and recorded in the Schoharie County Clerk's Office on October 22, 1919 in Book 165 of Deeds at Page 531. Further excepting and reserving an electrical transmission easement conveyed by William C. Wygant and Edyth M. Wygant to the New York Power and Light Corporation by deed dated September 10, 1920 and recorded in the Schoharie County Clerk's Office on September 12, 1929 in Book 296 of Deeds at Page 448. Further excepting and reserving a telephone line easement conveyed by Edyth M. Wygant to New York Telephone Company by deed dated July 10, 1941 and recorded in the Schoharie County Clerk's Office on August 14, 1941 in Book 228 of Deeds at Page 508. Further excepting and reserving an electrical transmission easement conveyed by Edyth M. Wygant to New York Power and Light Corporation by deed dated June 18, 1947 and recorded in the Schoharie County Clerk's Office on August 29, 1947 in Book 248 of Deeds at Page 368.

FURTHER EXCEPTING AND RESERVING 1.940 acres of land, more or less, appropriated by the State of New York for the reconstruction of a part of the Sharon Springs – Sharon State



Highway No. 5569 as more particularly described in the Notice of Appropriation recorded in the Schoharie County Clerk's Office on September 23, 1947 in Book 249 of Deeds at Page 36.

ALSO LESS AND EXCEPT: Beginning at a point in the division line on the south and the lands now or formerly of John and Anna Istle on the North at station 431 + 14.1 of the traverse for the proposed right of way for the proposed electric transmission line extending from its Marshville Substation to its Cobleskill Substation and running thence from said point of beginning South 68 degrees 55 minutes East along said division line 50 feet more or less to a point distant 50.0 feet Easterly on the perpendicular from said traverse; thence South 13 degrees 11 minutes West parallel to said traverse and at all points 50.0 feet distant therefrom 304 feet more or less to a point in the bisector of the angle at station 434 + 35.0 of said traverse; thence South 8 degrees 41 minutes East and continuing parallel to said traverse and at all points 50.0 feet distant therefrom 375 feet more or less to a point in the division line between the lands of the parties of the first part on the Northeast and the lands now or formerly of William H. and Olga Dobbin on the Southwest; thence North 50 degrees 56 minutes West along the last mentioned division line and passing through station 437 + 63.8 of said traverse 149 feet more or less to a point distant 50.0 feet Westerly on the perpendicular from said traverse; thence North 8 degrees 41 minutes West parallel to said traverse and at all points 50.0 feet distant therefrom 198 feet more or less to a point opposite station 435 + 10.0 of said traverse; thence South 81 degrees 19 minutes West 25.0 feet to a point distant 75.0 feet Westerly on the perpendicular from said traverse; thence North 8 degrees 41 minutes West parallel to said traverse and at all points 75.0 feet distant therefrom 90 feet more or less to a point in the bisector of the angle at station 434 + 35.0 of said traverse; thence North 13 degrees 11 minutes East and continuing parallel to said traverse and at all points 75.0 feet distant therefrom 90 feet more or less to a point opposite station 433 + 60.0 of said traverse; thence South 76 degrees 49 minutes East 25.0 feet to a point distant 50.0 feet Westerly on the perpendicular from said traverse; thence North 13 degrees 11 minutes East parallel to said traverse and at all points 50.0 feet distant therefrom 253 feet more or less to a point in the first mentioned division line; thence South 68 degrees 55 minutes East along said first mentioned division line 50 feet more or less to the point or place of beginning containing 1.59 acres be the same more or less. All bearings refer to magnetic North as of the year 1928. Being the same premises described in a warranty deed dated December 6, 1961 and recorded in the Schoharie County Clerk's Office December 21, 1961 in Book 300 of Deeds at Page 402.

ALSO LESS AND EXCEPT: All that tract, piece or parcel of land situate, lying and being in the Town of Sharon, Schoharie County, New York, described as follows: Commencing at a point on the Northerly boundary line of U.S. Route 120 and at an iron pin driven in the ground; thence North 18° 34' 30" East 159.7 feet to an iron pin driven in the ground; thence South 48° 36' 30" East 1388.1 feet to a point 25 feet Westerly of the Easterly line; thence South 16° West 107.85 feet on a line parallel to and 25 feet Westerly of the Easterly boundary line to an iron pin driven in the ground on the Northerly boundary line of U.S. Route #20 and thence North 50° 40' West 1373.25 feet along the Northerly boundary line of said highway to the point or place of beginning, in and to the lands of said highway adjacent to the above described premises. Being the same premises conveyed from Irwin Morse and Faye Morse to Carl D. Ullman and Margaret E. Ullman by deed dated May 13, 1967 and recorded in the Schoharie County Clerk's Office on May 31, 1967 in Book 326 of Deeds at Page 330.

ALSO LESS AND EXCEPT: Beginning at Station 12 + 78.6 of the traverse for the proposed right of way for the proposed Marshville-Cobleskill, Tap to Sharon Springs Substation transmission line and running thence from said point of beginning South 18 degrees 31 minutes

West 61.01 feet to an iron rod monument marked "NMP" set in the ground in the Southerly bounds of said proposed right of way; thence South 85 degrees 08 minutes West 212.6 feet to an iron rod monument marked "NMP" set in the ground; thence South 39 degrees 20 minutes West 260.0 feet to an iron rod monument marked "NMP" set in the ground in the Northeasterly bounds of State Highway Route #20; thence North 50 degrees 40 minutes West along said Northeasterly bounds of State Highway Route #20, 44.6 feet to an iron rod monument marked "NMP" set in the ground; thence North 58 degrees 59 minutes West and continuing along said Northeasterly bounds of State Highway Route #20, 95.4 feet to a highway concrete monument found in the ground; thence North 16 degrees 46 minutes East along the Westerly bounds 400.0 feet to an iron rod monument marked "NMP" set in the ground; thence South 73 degrees 14 minutes East 434.9 feet to an iron rod monument marked "NMP" set in the ground in the Northerly bounds of said proposed right of way; thence South 18 degrees 31 minutes West 61.01 feet to the point or place of beginning, containing 2.75 acres of land, be the same, more or less. All bearings refer to magnetic north as of the year 1967. Being the same premises conveyed from Carl Ullman and Margaret E. Ullman to Niagara Mohawk Power Corporation by deed dated August 29, 1967 and recorded in the Schoharie County Clerk's Office on September 8, 1967 in Liber 328 of Deeds at Page 79.

ALSO LESS AND EXCEPT: All that piece or parcel of land situate in the Town of Sharon, County of Schoharie, and State of New York, bounded and described as follows:

Beginning at a point in the West corner of the lands herein described and a corner of other lands of Carl D. and Margaret E. Ullman (326-330), running thence along other lands of Ullman,

North 17° 21' 07" East, 270.16 feet to a point in the North corner of the lands herein described and a corner of other lands of Ullman, continuing along other lands of Ullman,

South 48° 20' 16" East, 886.21 feet to a point in the East corner of lands herein described and a corner of other lands of Ullman, continuing along other lands of Ullman,

South 15° 17' 11" West, 270.51 feet to a point in the South corner of the lands herein described and a point in the Northeast line of the lands of Sharon Springs Garage, Inc. (formerly Schoharie County Lodge #2286 Loyal Order of Moose (393-1 & 364-640), running thence along the lands of Sharon Springs Garage, Inc. (formerly Schoharie County Lodge #2286 Loyal Order of Moose),

North 48° 35' 08" West, 895.17 feet to the point or place of beginning, containing 5.000 acres of land, be the same more or less.

Being the premises conveyed from Carl D. Ullman and Margaret E. Ullman to Sharon Springs Garage, Inc. by deed dated July 22, 1988 and recorded in the Schoharie County Clerk's Office on July 28, 1988 in Book 477 of Deeds at Page 299.

PARCEL 1(b):

ALSO, ALL THAT PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Sharon, County of Schoharie and State of New York, bounded and described as follows:

Beginning at a point in the Northeasterly bounds of U.S. Route 20, said point being the Southeast corner of the lands herein described and a corner of the lands of Carl D. and Margaret E. Ullman (326/330), running thence along the Northeasterly bounds of U.S. Route 20,

North 50° 40' 00" West, 342.07 feet to a point in the Southwest corner of the lands herein described and the Southeast corner of lands of Sharon Springs Garage, Inc. (formerly Schoharie County Lodge #2286 Loyal Order of Moose), running thence along lands of Sharon Springs Garage, Inc.,

North 15° 17' 11" East, 121.67 feet to a point in the Northwest corner of the lands herein described and a point in the Southwest line of the lands of Carl D. and Margaret E. Ullman (326-330), running thence along the lands of Ullman,

South 48° 35' 17" East, 347.93 feet to a point in the Northeast corner of the lands herein described and a corner of the lands of Ullman, continuing along the lands of Ullman,

South 15° 17' 11" West, 107.85 feet to the point or place of beginning, containing 0.823 acres of land.

Intending to convey any and all rights and privileges to the centerline of U.S. Route 20.

Excepting and reserving any and all rights and privileges granted to utility companies.

This conveyance is subject to easements, covenants and restrictions of record, if any.

Being a portion of the premises conveyed from Schoharie County Lodge #2286 Loyal Order of Moose to Sharon Springs Garage, Inc. by deed dated June 27, 1988 and recorded in the Schoharie County Clerk's Office on June 30, 1988 in Book 475 of Deeds at Page 319.

Being the same premises conveyed from Sharon Springs Garage, Inc. to Carl D. Ullman and Margaret E. Ullman by deed dated July 27, 1988 and recorded in the Schoharie County Clerk's Office on July 28, 1988 in Book 477 of Deeds at Page 301.

LESS AND EXCEPT: ALL THAT PARCEL OF LAND situated in the Town of Sharon, County of Schoharie and State of New York commencing at a point on the Northeasterly bounds of U.S. Route No. 20 at a Southeasterly corner of a parcel of land conveyed by Carl D. Ullman and Margaret E. Ullman to James A. Sherman and Sandi L. Sherman and Terry L. Sherman and Barbara J. Sherman by deed dated 4 November 1992 and recorded in the Schoharie County Clerk's Office in Deed Book 547, Page 050; said point is also the Southwesterly corner of lands of Dobbin (544/129); thence along the Northeasterly bounds of U.S. Route 20 North 52 degrees 05 minutes 14 seconds West, 367.72 feet to remaining lands of Sharon Springs Garage, Inc. (475/319); thence along remaining lands of same (475/319) North 13 degrees 51 minutes 57 seconds East, 121.67 feet to the Southeasterly corner of other lands of Sharon Springs Garage, Inc. (477/299); thence along same (477/299) and to the Northeasterly corner thereof North 13 degrees 51 minutes 57 seconds East, 270.51 feet; thence through the above referenced Ullman to Sherman et al. parcel (547/050) North 14 degrees 21 minutes 06 seconds East, 580.40 feet to the Southerly bounds of lands of National Grid; thence along lands of National Grid Lands the following four (4) courses and distances: South 83 degrees 27 minutes 07 seconds East, 302.90 feet; South 07 degrees 45 minutes 38 seconds East, 32.21 feet; North 82 degrees 14 minutes 22

seconds East, 25.00 feet and South 07 degrees 45 minutes 38 seconds East, 354.85 feet to the Northerly bounds of lands of Dobbin (544/129); thence along same (544/129) North 55 degrees 07 minutes 48 seconds West, 132.25 feet and South 14 degrees 39 minutes 58 seconds West, 857.86 feet to the Northeasterly bounds of U.S. Route No. 20 and the place of beginning and containing 8.756 acres of land, more or less.

ALSO LESS AND EXCEPT: ALSO ALL THAT PARCEL OF LAND situated in the Town of Sharon, County of Schoharie and State of New York commencing at the intersection of a Westerly bounds of lands of National Grid with a Northerly bounds of a parcel of land conveyed by Carl D. Ullman and Margaret E. Ullman to James A. Sherman and Sandi L. Sherman and Terry L. Sherman and Barbara J. Sherman by deed dated 4 November 1992 and recorded in the Schoharie County Clerk's Office indeed Book 547, Page 050; said point is also on a Southerly bounds of lands of Haverly (603/340); thence along lands of National Grid the following four (4) courses and distances: South 13 degrees 27minutes 08 seconds West, 254.04 feet, North 76degrees 32 minutes 52 seconds West, 25.00 feet, South 13 degrees 27 minutes 08 seconds West, 23.64 feet and North 83 degrees 27 minutes 07 seconds West, 280.27 feet; thence through the above referenced Ullman to Sherman, et al parcel (547/050) North 14 degrees 21 minutes 06 seconds East, 363.62 feet to a Southwesterly corner of lands of Haverly (603/340); thence along same (603/340) South 66 degrees 35 minutes 52 seconds East, 302.08 feet to the Westerly bounds of lands of National Grid and the place of beginning and containing 2.188 acres of land, more or less.

ALSO LESS AND EXCEPT:

ALSO ALL THAT PARCEL OF LAND situated in the Town of Sharon, County of Schoharie and State of New York commencing at the intersection of an Easterly bounds of National Grid with the Northerly bounds of a parcel of land conveyed by Carl D. Ullman and Margaret E. Ullman to James A. Sherman and Sandi L. Sherman and Terry L. Sherman and Barbara J. Sherman by deed dated 4 November 1992 and recorded in the Schoharie County Clerk's Office in Deed Book 547, Page 050; said point is also on the Southerly bounds of lands of Haverly (603/340); thence along same (603/340) South 66 degrees 35 minutes 52 seconds East, 217.94 feet; thence again along same (603/340) and continuing along lands reputedly of Dobbin (544/129) South 13 degrees 22 minutes 26 seconds West, 754.16 feet; thence again along lands of Dobbin (544/129) North 55 degrees 07 minutes 48 seconds West, 32.49 feet to the Easterly bounds of lands of National Grid; thence along lands of National Grid the following five (5) courses and distances: North 07 degrees 45 minutes 38 seconds West, 450.54 feet, South 83 degrees 25 minutes 42 seconds East, 50.00 feet, North 06 degrees 34 minutes 18 seconds East, 120.13 feet, North 83 degrees 25 minutes 42 seconds West, 58.10 feet and North 13 degrees 27 minutes 08 seconds East, 241.64 feet to the Southerly bounds of lands of Haverly (603/340) and the place of beginning and containing 2.582 acres of land, more or less.

PARCEL 2:

ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Sharon, Schoharie County, New York, bounded and described generally as follows: On the North by lands of Adam and John Shibley and Delbert Hotaling; on the East by lands of Seth J. Van Valkenburgh; on the South by the so called Great Western Turnpike Road, and on the West by lands of John Maloney, containing 81 acres of land more or less, excepting and reserving out of the above boundaries the burying ground situate and lying in the Southeast part of said farm to be 30 by 84 feet as the fences now lie, which fences around the same is to be forever kept up and in repair by



Carl D. Ullman and Margaret E. Ullman and their heirs and assigns, being the same lands conveyed by John J. Van Valkenburgh to the said Arthur S. Van Valkenburgh by deed bearing date November 21, 1913, which deed was recorded in Schoharie County Clerk's Office in Book 164 of Deeds. Page 431.

Excepting and reserving all that certain piece or parcel of land situate in the Town of Sharon, Schoharie County, New York, bounded and described as follows: "Beginning at a 4" square concrete Right-of-way Marker located at the Northeast Corner of Highway, Parcel #44, Map #30, dated September 24, 1945, and the Southeast Corner of parcel being described, thence North 50° 32' West 101.50' along the Northerly boundary of the aforesaid Highway Parcel to a 4" Square Concrete Right of Way marker; thence North 53° 44' West 351.00' to an Iron Pin; thence North 24° 58' East 215.5' to an Iron Pin; thence South 65° 02' East 385.00' to an Iron Pin; thence South 14° 08' West 315.00' along an existing Wire Fence to the point and place of beginning, containing 2.53± Acres." Being the premises conveyed from Arthur S. Van Valkenburgh and Edythe Van Valkenburgh to Arthur S. Van Valkenburgh and Edythe Van Valkenburgh by deed dated January 21, 1950 and recorded in the Schoharie County Clerk's Office on January 31, 1950 in Book 257 of Deeds at Page 407.

PARCEL 3:

All that parcel of land situate on the North side of the Western Turnpike in the town of Sharon, County of Schoharie and State of New York, bounded and described as follows: Beginning at a point in the Easterly boundary line of lands of John J. Van Yalkenburgh where the center line of said turnpike crosses said Easterly line North 11° 30' East 2755 feet to the Southerly line of lands of Milton Shibley, thence along said Shibley's land South 61° East 1016 feet to a point in range with a rail fence thence South 14° 45' West 1155 feet to the corner of a stone wall thence along said stone wall, South 70° East 94 feet, thence South 18° 30' West 147 feet, thence South 25° 30' 1 West 387 feet, thence North 60° 30' West 453 feet along a stone wall, thence along said wall South 13° 30' West 1120 feet to the center of the aforesaid turnpike, thence along the center of said turnpike 56° 30' West 448 feet to the place of beginning, containing 47.25 acres of land more or less.

EXCEPTING AND RESERVING however from the above described premises the following: All that lot or parcel of land situate on the Southerly side of the so called Great Western Turnpike in the Town of Sharon, and briefly described as follows: Commencing at a point in the center of said Great Western Turnpike and running thence Southerly at right angles to said turnpike 111 feet to a stake: Thence Easterly and parallel with said turnpike 258 feet to a stake: thence Northerly at right angles to the last described line and parallel with the first course, 111 feet to the center of said turnpike, thence Westerly along the center line of said turnpike, Westerly 258 feet to the place of beginning, containing 105 square rods of land more or less. Being a parcel of land conveyed by Dora C. Fort to Loren Utter and Mildred Utter, husband and wife, as tenants by the entirety, by warranty deed with lien covenant dated December 9, 1952 and recorded in the Schoharie County Clerk's Office December 11, 1952 in Book 267 of deeds at page 231. Further excepting and reserving a rectangular lot, 110 feet long along the Southerly side of the above excepted parcel, beginning at the Southwest corner thereof, and being 60 feet in depth.

ALSO EXCEPTING AND RESERVING the following: Easement conveyed by Celinda Hagen, widow of Harry Van Valkenburgh, deceased, Seth P. Ullman and Catherine M. Ullman, his wife, to New York Power and Light Corporation, by deed dated September 6, 1929 and



recorded September 13, 1929 in Book 196 of Deeds at Page 450; easement conveyed by Dora C. Fort and W.H. Fort to New York Telephone Co. by deed dated July 10, 1941 and recorded August 13, 1941 in Book 228 of Deeds at Page 501; Notice of Appropriation of property for Sharon Springs-Sharon, S.H. No. 5569 dated Feb. 3, 1947 and recorded May 22, 1947 in Book 248 of Deeds, page 34; easement conveyed by W.H. Fort to New York Power and Light Corporation by deed dated June 18, 1947 and recorded August 29, 1947 in Book 248 of Deeds at Page 356.

ALSO EXCEPTING AND RESERVING the following: Notice of Appropriation for property for Sharon Spring Sharon S.H. No. 5569 highway dated September 24, 1945 recorded October 10, 1947 in Book 249 of Deeds, Page 68.

ALSO EXCEPTING AND RESERVING the following: Beginning at a point in the Easterly bounds of the existing right of way for the Marshville-Cobleskill transmission line, said point being distant 50 feet Easterly measured at right angles from Station 435 + 06.7 of the traverse for the said existing right of way, and running thence from said point of beginning North 6 degrees 34 minutes West along said Easterly bounds of said existing right of way 62.0 feet to a point on the bisector of the angle at Station 434 + 35.0 of said traverse; thence North 15 degrees 18 minutes East and continuing along said Easterly bounds of said right of way 60.5 feet to a point distant 50 feet Easterly measured at right angles from Station 434 + 64.9 of said traverse; thence South 81 degrees 54 minutes East 58.1 feet to a point; thence South 8 degrees 06 minutes West 120.0 feet to a point; thence North 81 degrees 54 minutes West 50.0 feet to the point or place of beginning, containing 0.16 of an acre, be the same, more or less.

ALSO LESS AND EXCEPT: Beginning at a point in the westerly bounds of an existing right of way for the Marshville-Cobleskill Transmission Line at Station 0 + 75.6 of the traverse for the proposed right of way for the proposed electric transmission line extending from said Marshville-Cobleskill transmission line to its proposed Sharon Springs Substation, and running thence from said point of beginning South 6 degrees 34 minutes East along said Westerly bounds of the existing right of way 56.9 feet to a point distant 60.0 feet Southerly measured at right angles from said traverse; thence North 81 degrees, 54 minutes West parallel to said traverse and at all points 60.0 feet distant therefrom 1,227.8 feet to an iron rod monument marked "NMP" set in the ground; thence North 18 degrees 31 minutes East and passing through Station 12 + 78.6 of said traverse 122.0 feet to an iron rod monument marked "NMP" set in the ground, said last mentioned iron rod monument marked "NMP" being distant 60.0 feet Northerly measured at right angles from said traverse; thence South 81 degrees 54 minutes East parallel to said traverse and at all points 60.0 feet distant therefrom 1,199.6 feet to a point in the Westerly bounds of said existing right of way; thence South 15 degrees 18 minutes West along said Westerly bounds of the existing right of way 65 feet to the point or place of beginning, containing 3.33 acres of land, be the same, more or less. All bearings refer to magnetic North as of the year 1967.