

**TOWN BOARD of the
TOWN OF CHARLTON, SARATOGA COUNTY, NEW YORK**

In the Matter of the Application of

**CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

Lands n/f of David Hunt and Elizabeth A. Hunt
764 Charlton Road
Town of Charlton, Saratoga County, New York
Section 246., Block 2, Lot 26.1

**APPLICATION FOR EXCEPTIONAL USE PERMIT,
SITE PLAN APPROVAL and
STATEMENT OF INTENT**

Submitted by:

Verizon Wireless
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Saratoga Springs, New York 12866
(518) 461-7114

Young/Sommer LLC
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Executive Woods
Five Palisades Drive
Albany, New York 12205
(518) 438-9907

Dated: September 19, 2019



Town of Charlton
758 Charlton Road
Charlton, New York 12019
Telephone: 518-384-0152
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EXCEPTIONAL USE PERMIT (EUP) APPLICATION

1. APPLICANT

Name(s) Cellco Partnership d/b/a Verizon Wireless

Address 1275 John St., Suite 100, West Henrietta, NY 14586

Telephone (preferred no.) 518-438-9907 ext. 224 (David C. Brennan, Esq.)

2. PROPERTY OWNER

Name(s) David and Elizabeth Hunt (identical to current deed)

Address 764 Charlton Road, Charlton NY 12019

Telephone (preferred no.) huntct86@yahoo.com

3. LOCATION: Street and Number 764 Charlton Road

4. EUP PROCEDURES AND REQUIREMENTS: See Article VII, Sections 1-12, as applicable, pages 45-55 of the Zoning Ordinance for the Town of Charlton, adopted September 14, 2015.

5. PRESENT ZONE

Residential _____

Residential /Agricultural X

Agricultural _____

6. LOT INFORMATION

Acres 47.14+/- Sq. Ft. 2,053,418 ft.+/- Frontage 280 ft.+/-

Wet Lands No Flood Plain No

Within 500 ft of state/county highway Yes -

7. SIGNATURE OF OWNER(S) _____ DATE _____

Per Lease at TAB 2

DATE _____

(If more than one owner, all should sign)

FOR TOWN USE ONLY:

DATE OF BOARD ACTION _____

BOARD DECISION _____

**TOWN BOARD of the TOWN OF CHARLTON
SARATOGA COUNTY, NEW YORK**

In the Matter of the Application of

CELLCO PARTNERSHIP d/b/a Verizon Wireless

Premises: Lands n/f of David Hunt and Elizabeth A. Hunt
764 Charlton Road
Town of Charlton, Saratoga County, New York
Section 246., Block 2, Lot 26.1

**STATEMENT OF INTENT and
APPLICATION FOR EXCEPTIONAL USE PERMIT and
SITE PLAN APPROVAL**

I. Introduction

CELLCO PARTNERSHIP d/b/a Verizon Wireless ("Verizon Wireless" or the "Applicant") proposes the construction of an unmanned public utility/personal wireless service facility (a "communications facility") on a 100± ft. x 100± ft. (10,000± sq. ft.) portion of lands n/f owned by David Hunt and Elizabeth A. Hunt and located at 764 Charlton Road in the Town of Charlton, County of Saratoga, State of New York (Tax Map Parcel No. 246.-2-26.1) (the "premises") [TABS 1, 2 and 12].

Verizon Wireless is considered a public utility under New York decisional law (*Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364 (1993)) [TAB 3], and a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA") [TAB 4]. Verizon Wireless' equipment will be in operation twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Copies of the applicable Verizon Wireless FCC licenses are included herewith [TAB 5].

The proposed communications facility consists of a 120± ft. monopole tower (124± ft. when including a 4± ft. lightning rod), base station equipment including an emergency generator on 4.0± ft. x 7.0± ft. concrete pads; and all associated antennas, improvements and access/utilities. The project is an allowable land use subject to the Applicant obtaining an Exceptional Use Permit from the Town of Charlton Town Board in accordance with the Town of Charlton Telecommunications Facilities Regulations ("Telecommunications Law").¹

¹ To the extent variance relief is required from the Town of Charlton, this State's highest Court determined in *Rosenberg* that the ordinary variance standard is inapplicable and a cellular telephone company applying for relief need only show that (1) the relief is "required to render safe and adequate service," and (2) there are "compelling reasons, economic or otherwise," for needing the variance. *Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364, 372 (1993). Verizon Wireless believes that this project complies in all material respects with the provisions of the Telecommunications Facilities Regulations and the Town of Charlton Zoning Law, and that no variance or other relief is required.

II. Purpose of Charlton Center Communications Facility

The purpose of the Charlton Center communications facility is to provide an adequate and safe level of emergency and non-emergency Verizon Wireless communications services to the south and central portions of the Town of Charlton. More specifically, the facility will offer significant improvements in both capacity (ability for the network to adequately satisfy the demand for high speed wireless services) and in-building coverage to the homes, businesses and communities along County Route 51 (CR-51 / Charlton Rd), County Route 52 (CR-52 / Jockey St & Swaggertown Rd), and into the Hamlet of Charlton. Additionally, the proposed facility will fill in existing coverage gaps in the 4G network and along several local thoroughfares and community roads (e.g., Stage Rd, Maple Ave, Peaceable St, etc.) across the target coverage area.

Existing 4G/LTE service in the area is limited and originates from several existing Verizon Wireless communications facilities within the Town of Charlton and in the neighboring Towns of Ballston and Glenville. Verizon Wireless' surrounding facilities include its "Charlton" site (3.5 miles north on the self-support tower off Jockey St in the Town of Charlton), "Ballston" site (3.8 miles east on the self-support tower off NY State Route 50 in the Town of Ballston), "Glenville" (3.7 miles southeast on a monopole tower off NY-50), "Rotterdam Junction" (4.5 miles south on a monopole tower off Rector Rd), and "Pattersonville" (4.5 miles south on a monopole tower off Waters Rd) sites. Although these facilities are successful in providing coverage within their intended localized areas, they do not provide sufficient 4G/LTE coverage to the targeted area in southern and central Charlton.

Accordingly, construction of a new, locally-based communications facility is required to provide a dominant (i.e., continuous) level of advanced communications service to this area. See, Site Selection Analysis prepared by Verizon Wireless' Radio Frequency (RF) Engineer and Site Acquisition Specialist, detailing the purpose and need for this facility [TAB 6]. This project is part of a multi-million dollar comprehensive upgrade of the Verizon Wireless network in Saratoga County, and serves as a suitable platform for future advanced wireless services expansion at the proposed site and deeper into the town's residential and more rural areas.

III. Description of Land Use

Verizon Wireless' communications facility will consist of the following general components: twelve (12) panel antennas mounted at the top position of a proposed 120± ft. monopole (124± ft. when including a 4± ft. lightning rod); an equipment cabinet on a concrete pad measuring 4.0± ft. x 7.0± ft. in size; utility and RF equipment on a "H" frame mounting structure; a 30 kW diesel generator on a concrete pad measuring 4.0± ft. x 7.0± ft. in size for emergency power; cabling connecting the antennas to the equipment platform; and associated cabling and all related ground equipment and utility services (power and telephone/fiberoptic services) [see, **Zoning Site Plan of Tectonic Engineering & Surveying Consultants P.C., included herewith at TAB 12**].

The communications facility will be located on a 100± ft. x 100± ft. (10,000± sq. ft.) lease area. A 30± ft. wide easement area will provide the Applicant with access and utility services to and from the premises. Access to the proposed facility will originate from Charlton Road utilizing an existing gravel drive and a new gravel drive will be installed (as necessary) to connect the existing drive with the tower compound. Utilities will be installed underground in a trench adjacent to the access drive. A six (6) foot chain link safety fence (with 3 strands of barbed wire on the top) will be

installed to secure the tower site and protect the tower and Verizon Wireless' telecommunications equipment from unauthorized access. The fenced area of the compound is 75' x 75' (5,625 s.f.).

At Charlton Road the utilities (power and fiber) are proposed to originate at Niagara Mohawk pole #36. The existing overhead utilities will be brought to the ground and then will travel underground in a trench along the existing and proposed driveway to the tower compound. The utility run will be entirely underground and no new equipment is anticipated at or in the vicinity of Charlton Road or NM Pole #36.

The emergency power back-up generator will be located within the fenced compound. The generator is exercised no more than once a week (if possible the exercise cycle is reduced to every other week). The exercise cycle is typically Tuesday at 9:00 a.m. and lasts approximately 20 minutes. In the event of the loss of commercial power, the generator starts immediately and will run continuously until commercial power is restored. If the generator is fully fueled it will run for approximately 72 hours. A noise evaluation report is being prepared and will be submitted under separate cover. The generator has a double-walled, interstitially monitored above ground tank to hold the fuel.

As noted on the Site Plan, the access road is close to existing wetlands in several locations. Tectonic Engineering conducted a wetlands delineation to locate the limits of the wetlands. The delineation was field verified by a representative of the NYSDEC. As a result of the proximity of the wetlands, a portion of the access road and/or utility trench is in the 100 foot buffer zone. Accordingly, a permit to construct the access road/utilities within the buffer area will be obtained from the NYSDEC.

The proposed communications facility is unmanned, and will be visited for routine maintenance purposes approximately 3-4 times per year. As such, the project will not have any impact on existing water and sewage services. In addition, neither pedestrian nor vehicular access will be significantly impacted.

IV. Compliance with the Charlton Telecommunications Law

Verizon Wireless' proposed communications facility complies in all material respects with the Town of Charlton Telecommunications Facilities Regulations and issuance of an Exceptional Use Permit is appropriate:

A. COMPLIANCE WITH EXCEPTIONAL USE PERMIT REQUIREMENTS:

- 1. Exceptional Use Permit (Communications Towers § 3(a)):** Supporting materials complying with the requirements of the Town of Charlton Communications Towers Law are included in this application as follows:
 - a. Site Plan:** An overall Site Plan showing the location of all proposed structures and appurtenances on the property, boundaries of the Verizon Wireless site plotted to scale, north arrow, scale and date, and all related fixtures and apparatus (including but not limited to height above grade and fencing) is included at **TAB 12**.

- b. **Elevation Details:** A Detailed Site Plan showing the location and nature of Verizon Wireless' ground improvements is included at **TAB 14, Sheet C-2**. Side elevations showing Verizon Wireless' proposed 120± ft. monopole (124± ft. when including a 4± ft. lightning rod) is included at **TAB 12, Sheet C-4**.

Verizon Wireless' panel antenna array will be located at the top level of the proposed monopole (antenna centerline). Verizon Wireless' ground equipment and associated improvements will be located inside of the proposed tower yard [**Sheet C-2**]. Outdoor storage is limited to the features and improvements ordinary associated with an unmanned communications facility, as shown in the Site Plan at **TAB 12**.

- c. **Access and Parking:** The 30± ft. wide easement area will be improved with a 12± ft. wide gravel driveway (where necessary) and a utility trench to provide ingress, egress and utility services to and from the site [**TAB 12, Sheets C-1, C-2, C-3**]. Parking for 1-3 vehicles is provided for infrequent maintenance visits [**Sheet C-2, C-3**], and the facility will be unmanned and visited for routine maintenance purposes approximately 3-4 times per year (only as needed). As such, no pedestrian, vehicular access or parking issues exist.
- e. **Screening:** The existing landscaping at the tower site will not be significantly altered, and any damage caused to same during the construction process will be repaired or replaced. Due to the site's separation from surrounding properties, additional landscaping will not be required to screen the equipment platform or the lower portions of the tower from view.
- f. **SEQRA:** In accordance with applicable provisions of the State Environmental Quality Review Act ("SEQRA"), the Applicant's consultant engineers (Tectonic Engineering) have provided the attached Full Environmental Assessment Form ("Full EAF"). Telecommunications Law § 3(a)(v)(3) [**TAB 1**]. While the tower and tower compound are well outside the Historic District, because the utility run and driveway start within the Historic District, it is prudent to classify this matter as a Type I action under SEQRA and conduct a coordinated review.

B. COMPLIANCE WITH TELECOMMUNICATIONS SPECIFIC PROVISIONS

- 1. **Setbacks (Telecommunications Law § 3(h):** Verizon Wireless' telecommunications tower and associated installations are located on a single parcel and will be set back from abutting parcels, public property or street lines a distance sufficient to contain on-site substantially all ice-fall or debris from a tower failure and preserve the privacy of the adjoining properties. The telecommunications tower and all antennas and

appurtenances will be setback from all lot lines a distance equal to the full height of the tower, in addition to meeting the setback requirements of the Residential Agriculture (RA) District [TAB 12, Sheet C-1].

2. Visibility and Design Standards:

- a. **General Aesthetics:** The exterior finish of the telecommunications tower will consist of galvanized steel which will naturally weather to an unobtrusive gray, thereby minimizing visual impact to the extent practicable. Verizon Wireless' equipment platform will not be significantly visible off site, and will blend with natural surroundings to the maximum extent practicable (Telecommunications Law § 3(j)(ii) & (v)). TABS 9 and 11.
- b. **FAA Marking/Lighting:** In accordance with Telecommunications Law § 3(p), the Applicant has determined that tower marking and/or lighting is not required under Federal Aviation Administration (FAA) regulations [TAB 10]. More specifically, Verizon Wireless has reviewed the tower location with the FCC TOWAIR tool and determined that the tower does not require registration. Additionally, Verizon Wireless utilized the FAA Notice Criteria Tool which indicates that notice to the FAA must be given due to the proximity of the tower to a navigation facility. This allows the FAA to review the site to ensure that the frequencies do not impact navigation signal reception. This is a fairly standard result when using these tools. Due to the nature of the Verizon Wireless system, impact to or interference with navigation signals is not expected. See TAB 8. Notably, the FAA did not identify that the location could have an impact on aircraft navigation. As a result, it is not expected that lighting or marking is required for this facility. Verizon Wireless has a compliance department that addresses all of the required due diligence with the FAA and FCC prior to site construction. Verizon Wireless will document compliance as a condition of the issuance of a building permit.
- c. **Tower Design:** The telecommunications tower will be a monopole designed to accommodate collocation of up to three additional future providers (Telecommunications Law § 3(j)(i) [TABS 11 & 12].
- d. **Signage:** The required emergency contact information and RF safety signage will be posted at the gate to the tower yard and/or affixed to Verizon Wireless' equipment platform. No portion of the telecommunications tower or site shall be used for advertising purposes. In addition, the Site Plan at Sheet C-1 notes that site address signage will be installed on a 4x4 pressure treated post at the start of the driveway at Charlton Road.
- e. **Screening:** As noted, the existing landscaping at the 47.14± acre host

parcel will not be significantly altered or disturbed during the construction process. Due to the site's separation from surrounding properties, additional landscaping is not proposed to screen the equipment platform or the lower portions of the tower from view (Telecommunications Law § 3(l)).

- f. **Security:** A six (6) foot chain link safety fence (with 3 strands of barb wire on the top) will be installed to secure the tower site and protect the tower and Verizon Wireless' telecommunications equipment from unauthorized access (Telecommunications Law § 3(o) [TAB 12, Sheet C-3].
- g. **Five Year Build Plan for the Town:** The Verizon Wireless RF engineer has submitted a letter dated September 10, 2019 identifying that while improved coverage will still be needed in the western part of the Town, there are no plans for another site within the Town in the next five years. See TAB 6.
- h. **Siting Hierarchy:** Verizon Wireless is in compliance with Telecommunications Law § 3(b)-(e). These sections impose a preference for the use of existing tall structures followed by shared usage of an existing tower site for placement of a new tower and then a new tower at a new location. Verizon Wireless has submitted a detailed Site Selection Analysis (TAB 6) which identifies that there are no existing towers or tall structures in this area that will provide a location to fill the existing coverage gap. Any towers in the general vicinity of this coverage gap are already occupied by Verizon Wireless or do not provide a suitable platform for coverage. Because Verizon Wireless is already on the existing towers, construction of another tower the same location will provide no relief. Verizon Wireless acknowledges the existence of the Town's water tank. The water tank is not been made available for rent to Verizon Wireless. The Town and others have provided a basis as to why the water tank is not suitable, including the need to elevate the existing FAA warning light thereby increasing visibility, the very limited and visible ground space for base station equipment, and limited room for additional collocation opportunities for other carriers (two total at the water tank versus four total at the proposed new tower location).

3. Operational Matters

- a. **RF Safety/FCC Licenses (Telecommunications Law § 3(a)(v)(18)):** A certification from a New York licensed professional engineer (Paul Dugan, P.E. of Millennium Engineering, P.C.) entitled "RF Safety FCC Compliance of Proposed Communications Facility" is included at TAB 7, to document that Verizon Wireless' proposed transmissions will be: (a) in full compliance with the current FCC RF emissions guidelines (NIER); and (b) categorically excluded from

local regulation under applicable federal law. Applicant's FCC licenses for the Saratoga County area are provided at **TAB 5**.

- b. Non-Interference:** While properly a matter of federal jurisdiction and not a specific application requirement under the Town's Telecommunication Law, Verizon Wireless has submitted a letter from its in-house RF Engineer, identifying that the proposed facility will not interfere with communications devices operating in the surrounding vicinity [TAB 8].
- 4. Financial Security and Insurance (Telecommunications Law § 3(r)):** The Applicant commits that, as a condition of approval and prior to the issuance of a building permit, it will post with the Town a tower removal bond in the amount of \$100,000 to ensure full performance of the terms and conditions of the Exceptional Use Permit. In addition, as a condition of approval and prior to the issuance of a building permit, Verizon Wireless will provide the Town with a certificate of insurance naming the Town as an additional insured. [TAB 11].
- 5. Removal (Telecommunications Law § 3(q)):** The Applicant agrees to notify the Code Enforcement Officer within thirty (30) days of the discontinuance of use of the tower. All structures and facilities will be removed within four (4) months after such notification and the land will be restored to its previous condition (foundation excluded). [TAB 11].
- 6. Notice of Application:** Pursuant to Telecommunications Law § 3(a)(v)(17) & 3(s), notice of the application has been provided to the requisite entities. An affidavit of mailing with a copy of the notice and the list of addressees will be provided under separate cover.

Public Necessity

As noted above and in **TABS 3 and 4**, Verizon Wireless is recognized as a public utility under New York law and a provider of personal wireless services under the federal Telecommunications Act of 1996. This project is a public necessity in that it is required to render adequate and safe coverage (mobile and in-building) to a significant portion of the Town of Charlton. This, combined with the federal mandate to expeditiously deploy advanced wireless services across the nation and Verizon Wireless' FCC licenses to provide such services in the Town of Charlton, demonstrates that Verizon Wireless' facility is a public necessity. Without the construction of the communications facility proposed, the public would be deprived of an essential means of communication, which, in turn, would jeopardize the safety and welfare of the community and traveling public.

Compelling Reasons for Approval

There are compelling reasons, economic or otherwise, for approving Verizon Wireless' application for an Exceptional Use Permit and Site Plan Review.

The Applicant's Radio Frequency (RF) Design Engineer has demonstrated that: (a) there are significant gaps in Verizon Wireless network coverage (mobile and in-building) in the Charlton area; and (b) construction of a new 120± ft. monopole tower (124± ft. when including a 4± ft. lightning rod) at the Hunt property at 764 Charlton Road will provide adequate and safe Verizon Wireless coverage to the Charlton area, including numerous roads, places of business and residences in the vicinity. Additionally, the proposed communications facility will integrate to the extent practicable with Verizon Wireless' existing network in the nearby area.

The proposed communications facility is located on a parcel of substantial size (47.14± acre) which primarily consists of an open field with wooded areas around the perimeter. In addition to providing meaningful opportunities for natural screening, this site will not impact any existing wetlands and will allow for the placement of the proposed telecommunications tower an adequate distance from adjoining properties.

In this context, the proposed communications facility will provide an essential public service, and has been sited to have the least practical adverse visual effect on the environment. Any resultant visual impact is minimal in nature and scope. And as noted above, the Applicant has proposed a facility that will enable Verizon Wireless to provide adequate and safe coverage to a significant portion of the Town of Charlton, in accordance with its FCC licenses. In this regard, the proposed communications facility will not give rise to an undue visual impact.

V. Conclusion

Approval of the Charlton Center communications facility will enable Verizon Wireless to provide an adequate and safe level of hand-held wireless telephone service to the identified area of the Town of Charlton and surrounding environs, within the confines of applicable technological and land use limitations. Such approval will also be in the public interest, in that it will allow Verizon Wireless to comply with its statutory mandate to build out its network and provide local businesses, residents and public service entities with safe and reliable wireless communications services. Based upon the foregoing, Verizon Wireless respectfully submits that this project complies in all material respects with the Exceptional Use Permit standards of the Town of Charlton Zoning Law, and any potential impact on the community created by this approval may properly be considered to be minimal and of no significant adverse effect.

Attached to this Application and Statement of Intent are the following:

1. Full Environmental Assessment Form ("Full EAF") prepared by Tectonic Engineering & Surveying Consultants P.C.;
2.
 - A. Copy of the Deed to the Hunt Property;
 - B. Redacted Option and Land Lease Agreement between David Hunt and Elizabeth A. Hunt and Cellco Partnership d/b/a Verizon Wireless;
3. Documentation of Public Utility Status and Overview of the *Rosenberg* Decision;
4. Overview of Telecommunications Act of 1996;
5. Copy of Verizon Wireless' FCC Licenses for the Saratoga County area;

6. Site Selection Analysis prepared by Rick Andras, RF Design Engineer with the Verizon Wireless Network Engineering Department and Nick Smith, Site Acquisition Specialist with Airosmith Development and Five-Year Build Out Plan;
7. Radio Frequency (RF) Safety Report of Millennium Engineering, P.C. (Paul Dugan, P.E.);
8. Non-Interference Letter prepared by Verizon Wireless RF Design Engineer, Rick Andras;
9. Visual Resource Evaluation report and Visual EAF Addendum prepared by Tectonic Engineering & Surveying Consultants P.C.;
10. FCC TOWAIR Determination Results and FAA Notice Criteria Tool Results;
11. Collocation, Tower Design, Tower Removal & Bond Commitment Letter prepared by Kathy Pomponio, Principal Engineer – Real Estate/Regulatory;
12. Zoning Site Plan Drawings prepared by Tectonic Engineering & Surveying Consultants P.C.

Kindly place this matter on the agenda for discussion at the next meeting of the Charlton Town Board. In the meantime, if you should have any questions or require any additional information, I can be reached at (518) 438-9907.

Thank you for your consideration.

Respectfully submitted,

CELLCO PARTNERSHIP
d/b/a Verizon Wireless



David C. Brennan, Esq.
Regional Local Counsel

Dated: September 19, 2019

TAB 1

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No	Town Board - Exceptional Use Permit	September 2019
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none">• If Yes, complete sections C, F and G.• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres

b. Total acreage to be physically disturbed? _____ acres

c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes ☐ No ☐
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No ☐
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No ☐
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐
- Do existing lines serve the project site? ☐ Yes ☐ No ☐

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No ☐
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No ☐
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No ☐
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No ☐
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="margin-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____ _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____ _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? Yes No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ _____ • Operation: _____ _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. <input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

<p>c. Is the project site presently used by members of the community for public recreation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>i. If Yes: explain:</i> _____</p>	
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes,</p> <p><i>i. Identify Facilities:</i></p> <p>_____</p> <p>_____</p>	
<p>e. Does the project site contain an existing dam? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Dimensions of the dam and impoundment:</i></p> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <p><i>ii. Dam's existing hazard classification:</i> _____</p> <p><i>iii. Provide date and summarize results of last inspection:</i></p> <p>_____</p> <p>_____</p>	
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Has the facility been formally closed?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ <p><i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i></p> <p>_____</p> <p>_____</p> <p><i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____</p> <p>_____</p>	
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i></p> <p>_____</p> <p>_____</p>	
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p><i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> <p><i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____</p> <p>_____</p> <p><i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide DEC ID number(s): _____</p> <p><i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i></p> <p>_____</p> <p>_____</p>	

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>_____</div> <div>_____ %</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>_____</div> <div>_____ %</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>_____</div> <div>_____ %</div> </div>	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained: _____ % of site </div>	
f. Approximate proportion of proposed action site with slopes: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site </div>	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe: _____ _____	
h. Surface water features. <div style="margin-top: 10px;"> i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-top: 5px;"> ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-top: 5px;"> If Yes to either <i>i</i> or <i>ii</i>, continue. If No, skip to E.2.i. </div> <div style="margin-top: 5px;"> iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-top: 5px;"> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <ul style="list-style-type: none"> • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____ </div>	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No	
j. Is the project site in the 100-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <div style="margin-top: 5px;"> i. Name of aquifer: _____ </div>	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature *Jonny Zeman II* Title _____

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
	<input type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
	<input type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
<p>If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:</p> <p>e.</p> <p>i. The proposed action may result in the destruction or alteration of all or part of the site or property.</p> <p>ii. The proposed action may result in the alteration of the property’s setting or integrity.</p> <p>iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.</p>	<p>E3e, E3g, E3f</p> <p>E3e, E3f, E3g, E1a, E1b</p> <p>E3e, E3f, E3g, E3h, C2, C3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If “Yes”, answer questions a - f. If “No”, go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If “Yes”, answer questions a - e. If “No”, go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If “Yes”, answer questions a - f. If “No”, go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

TAB 2

TAB 2
PART A



SARATOGA COUNTY – STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2015015874

Receipt#: 2015211976959

Clerk: GW

Rec Date: 06/04/2015 02:35:33 PM

Doc Grp: D

Descrip: DEED

Num Pgs: 6

Party1: CRAWFORD JO ELLEN

Party2: HUNT DAVID

Town: CHARLTON

Recording:

Pages	25.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00
Names	0.50
TP 584	5.00

Sub Total: 200.50

Transfer Tax
Transfer Tax 1316.00

Sub Total: 1316.00

Total: 1516.50

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 5734
Transfer Tax
Consideration: 329000.00

Transfer Tax 1316.00

Total: 1316.00

Record and Return To:

ELIZABETH A HUNT
764 CHARLTON RD
CHARLTON NY 12019

\$1,316.00

Record & Return to:
Elizabeth A. Hunt
764 Charlton RD
Charlton, NY 12019

This Indenture made this 3rd day of June, 2015.

Between

JO ELLEN CRAWFORD, residing at 764 Charlton Road, Charlton, NY 12019,

party of the first part, and

DAVID ~~HUNT~~ HUNT and ELIZABETH HUNT, husband and wife, residing at 24 Conifer Drive, Burnt Hills, NY 12027,

party of the second part,

Witnesseth that the party of the first part, in consideration of One and 00/100 Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all

SEE SCHEDULE "A" ATTACHED

This conveyance is made subject to any and all covenants, conditions, restrictions and easements of record contained in the chain of title and affecting said premises.

The premises are not in an agricultural district and the parcel is entirely owned by the transferor.

TOGETHER with all appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That the party of the first part will forever WARRANT the title to said premises.

THIRD, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

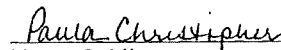
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

 L.S.
Jo Ellen Crawford

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss.:

On the 3rd day of June, 2015, before me the undersigned, personally came Jo Ellen Crawford, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

SCHEDULE "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND with the buildings and improvements thereon erected, situate, lying and being in the Town of Charlton, County of Saratoga and State of New York, bounded and described as follows: Beginning at the northeast corner of land owned by the Presbyterian Congregation of Freehold in Charlton; thence northerly along the west line of land owned now or formerly by John M. Kelly to the southeast corner of land owned now or formerly by Charles S. Haynes; thence westerly along the center of a stone wall on the south line of said Haynes' land to the center of the highway leading north from the west end of Charlton Village; thence southerly along the center of said highway to the northwest corner of lot owned now or formerly by Robert C. Feeney formerly owned by Samuel Holding; thence easterly along the north line of said lot to the northeast corner thereof; thence southerly along the east line of said lot to the center of the highway running east and west through Charlton Village; thence easterly along the center of said highway to the southwest corner of a lot owned now or formerly by James A. Slover, formerly owned by Henry Cromer; thence northerly along the west line of said lot to the northwest corner thereof; thence easterly along the north line of said Slover's lot, and land belonging severally to Elizabeth Nichols, Mary McKeon, Presbyterian Congregation and Louise Watkins, to the southwest corner of a tier of horse sheds standing on lands belonging to the Presbyterian Congregation; thence northerly along the west side of said sheds to the northwest corner thereof; thence easterly along the north end of said sheds to the northeast corner thereof; being also the southwest corner of a tier of sheds running east and west; from thence northerly along the west end of last mentioned tier of sheds to the northwest corner thereof; thence easterly along the north side of said sheds to place of beginning, containing thirty-three acres of land, be the same more or less.

Excepting and reserving, however, from the above described premises, a parcel of land consisting of about one acre sold by the said Henry D. Conde to the Town of Charlton and upon which there is now or was formerly a machine shed.

ALSO, ALL THAT OTHER PIECE OR PARCEL OF LAND described as follows: Beginning in the center of the macadam highway in the Village of Charlton, Saratoga County, New York, at the southwest corner of the lands now or formerly owned by Silver Acorn Lodge No. 279, that is a 74 foot strip of land deeded to Silver Acorn Lodge No. 279 by Dr. A. M. Burt and Fannie A. Burt, his wife; thence running north along line of Silver Acorn Lodge No. 279 Knights of Pythias, to lands now or formerly owned by Henry D. Conde; thence west along Henry D. Conde's line one hundred sixteen feet; thence south along lands now or formerly owned by Henry D. Conde to the center of macadam highway in said Village; thence east along the center of said highway 114 feet to the place of beginning. The lot above being a portion of lot owned by James A. Slover at the time of his decease.

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Charlton, County of Saratoga and State of New York, bounded and described as follows: the first piece or parcel of land beginning in the center of a highway in the Village of Charlton at the southwest corner of lands formerly belonging to Peter Brewster now the Estate of James H. Grovesteen; thence along the west line of said Grovesteen Estate lands northerly to a stake and stone at the northwesterly corner of said Grovesteen Estate lands; thence on said Grovesteen Estate's northerly line east to the west line of lands formerly belonging to David Wicks, now belonging to Jacob Klute; thence along the same northerly to a stake and stone standing on the southeasterly corner of lands formerly of Harvey R. Smith, now occupied by one Price; thence along the same, westerly to a stake and stone standing in the east line of lands formerly of James Martin now of Emmett Martin; thence southerly along the line of said Martin also being the line of lands formerly of Mary Riley, now James C. Riley; thence along the line of lands formerly of Marvin E. Myers; thence along the line of lands formerly of Jesse Conde, now Henry D. Conde; thence along the east line of the Presbyterian Church lot to the center of the aforesaid highway; thence easterly along the center line of said highway to the place of beginning. Said to contain 50 acres of land be the same more or less. Second piece or parcel of land bounded and described as follows: Beginning at the southeast corner of said lot on the westerly line of lands formerly of David Wicks now belonging to Jacob Klute, thence along the same northerly to the southeast corner of lands formerly of Jesse Brann, now the Estate of William H. Brann; thence along the same westerly to a stake and stone standing on the northwesterly corner of said lot on the east line of lands formerly belonging to Jesse Brann, now the William H. Brann Estate as aforesaid; thence along the same southerly to a stake and stone standing on the southeasterly corner of lands formerly of Jesse Brann, now William H. Brann Estate; thence on the northerly line of lands formerly of Harvey R. Smith, now occupied by one Price to the place of beginning. Said to contain eight acres of land be the same more or less.

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Charlton, County of Saratoga and State of New York, bounded and described as follows: On the south by lands formerly of Jesse Conde, now Henry D. Conde, on the east by lands formerly of John M. Kelley; on the north by lands of James C. Riley, now said to belong to James C. Riley, and on the west by the highway running

north and south and leading to the Village of Charlton, and containing about 45 acres of land be the same more or less.

ALSO, ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND lying, situate and being in the Town of Charlton, County of Saratoga and State of New York, lying along the northerly boundary of Charlton Road, County Road No. 51 and more particularly bounded and described as follows: Beginning at a point on the northerly boundary of Charlton Road, County Road No. 51, which point is the southwesterly corner of lands of the State of New York, and running thence from said point of beginning S 88 deg. 00 min. W along the northerly boundary of said Charlton Road, County Road No. 51, 175.00 feet to a point in the northerly boundary of said road; running thence N 2 deg. 00 min. W 200 feet to a point; running thence N 14 deg. 15 min. 20 sec. W 306.76 feet to a point; running thence N 88 deg. 00 min. E a distance of 225 feet to a point in the westerly boundary of the lands of the State of New York; running thence S 3 deg. 44 min. E along the westerly boundary of the lands of the State of New York, a distance of 500.00 feet to the northerly boundary of Charlton Road, County Road No. 51, and the point or place of beginning, containing 2.1 acres, more or less.

ALSO, ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, lying, situate and being in the Town of Charlton, County of Saratoga and State of New York, lying along the northerly boundary of Charlton Road No. 51, and more particularly bounded and described as follows: Beginning at a point on the northerly boundary of Charlton Road, County Road No. 51, which point is the southeasterly corner of land now or formerly of Michael T. Morgan, and running from said point of beginning N 2 deg. 00 min. W, a distance of 200.0 feet to a point; running thence N 24 deg. 39 min. 20 sec. W, a distance of 324.84 feet to a point; running thence N 88 deg. 00 min. E, a distance of 230.0 feet to a point; running thence S 14 deg. 15 min. 20 sec. E, a distance of 306.76 feet to a point; running thence S 2 deg. 00 min. E, a distance of 200.00 feet to the northerly boundary of Charlton Road, County Road No. 51, and running thence along said northerly boundary of County Road No. 51, S 88 deg. 00 min. W, a distance of 170.0 feet to the point or place of beginning, containing 2.1 acres, more or less.

Excepting and reserving from the above described premises, the premises more specifically referred to in the following deeds:

Date	Recording Date	Book	Page		
June 15, 1968	June 16, 1968	772	343	Morgan	tax lot 7 (sec 246.12)
July 11, 1966	August 5, 1966	793	585	Wheeler	tax lot 11.1
September 23, 1966	September 26, 1966	797	71	Wheeler	part of tax lot 24
January 24, 1967	January 27, 1967	803	109	Mc Devitt	tax lot 11.2
November 15, 1974	November 18, 1974	902	594	Flaherty	tax lot 12
September 14, 1971	October 5, 1971	903	219	Heflin	part of tax lot 24
September 18, 1972	September 18, 1972	917	485	Talerico	7.5 foot strip
October 18, 1976	October 25, 1976	964	606	Allen	part of tax lot 24
November 7, 1979	November 23, 1979	1002	167	Jaski	tax lot 21.3
January 24, 1975	January 17, 1980	1003	782	Kcough	8 acres
October 28, 1980	October 31, 1980	1012	723	Lansing	Tax lot 21.12
August 21, 1981	August 21, 1981	1021	1162	Lansing	Tax lot 21.112
September 28, 1981	September 29, 1981	1023	504	Lansing	Tax lot 2.112 correction

BEING the same premises conveyed by T. G. Crawford, Inc. to Douglas D. Crawford and Jo Ellen Crawford, his wife, by deed dated June 3, 1983 and recorded in the Saratoga County Clerk's Office on June 3, 1983 in Book 1041 of Deeds at page 562.

FURTHER EXCEPTING from the above described premises, the premises more specifically referred to in the following deeds:

Date	Recording Date	Book	Page	To
May 26, 2000	June 12, 2000	1552	294	Town of Charlton (tax lot 26.2)
January 2001	January 2, 2001	1570	228	Maddry tax lot 116 (sec 236)

Douglas D. Crawford died on June 10, 2011, a resident of Saratoga County, New York, leaving Jo Ellen Crawford as sole surviving tenant by the entirety.

For a more particular description of the above described premises and based on the current information shown on the Town of Charlton tax map for the premises described in this deed of conveyance, said Tax Map Parcel being 246.-2-26.1, containing 47.14+/- acres of land. This more particular description shall reference all of the adjoining parcels which serve as part of the boundary lines for the Crawford 47.14+/- acre parcel herein conveyed.

Beginning at a point located along the northerly boundary of Charlton Road, said point being the southwest corner of lands owned by the Town of Charlton as described in a deed recorded in the Saratoga

County Clerk's Office in Book 1552 of Deeds at page 294, being Tax Map Parcel 246.-2-26.2; thence northerly and along the westerly boundary of the lands of the Town of Charlton, 446+/- feet to a point, said point being the northwest corner of the lands of the Town of Charlton as such point intersects the southerly boundary of the lands now of Lansing as described in a deed recorded in the Saratoga County Clerk's Office in Book 1012 of Deeds at page 723, said parcel having Tax Map No. 246.-2-21.12; thence westerly and along the southerly boundary of the lands of Lansing, 220+/- feet to a point; thence northerly and along the said lands of Lansing, 780+/- feet to a point, said point being the northwest corner of the said lands of Lansing, which point is also the southwest corner of a separate parcel owned by Lansing as described in a deed recorded in the Saratoga County Clerk's Office in Book 1021 of Deeds at page 1162, and corrective deed in Book 1023 of deeds at page 504 having Tax Map No. 246.-2-21.112; thence continuing northerly along the westerly boundary of this parcel owned by Lansing, 453+/- feet to a point being the northwest corner of this Lansing parcel; thence easterly and along the northerly boundary of this Lansing parcel, 528+/- feet to a point, said point being the northeast corner of this Lansing parcel as it intersects the southwest corner of lands now or formerly of Strait, as described in a deed recorded in the Saratoga County Clerk's Office in Book 1067 of Deeds at page 437 and having Tax Map No. 236.-1-97; thence northerly and along the westerly boundary of the lands of Strait, 804+/- feet to a point, said point being the intersection of the northwest corner of the lands of Strait with the southwest corner of lands of Povirk as described in a deed recorded in the Saratoga County Clerk's Office in Book 1763 of Deeds at page 148 and having tax Map No. 236.-1-50.14; thence along the westerly boundary of Povirk, 150+/- feet to the point of intersection of the northwest corner of Povirk (50.14) with the southwest corner of a second parcel owned by Povirk also described in the aforementioned recorded deed for Povirk and having Tax Map No. 236.-1-50.13; thence from said point northerly and along the westerly boundary of the second Povirk deed, 22+/- feet to the point of intersection of the westerly boundary of the second Povirk deed with the southeast corner of the lands of Herkenham as described in a deed recorded in the Saratoga County Clerk's Office in Book 1592 of Deeds at page 234, being Parcel No. 3 having 6.53+/- acres and having Tax Map No. 236.-1-116, said point also being the northeast corner of the lands of Crawford as herein being conveyed; thence westerly and along the southerly boundary of the said lands of Herkenham, 659+/- feet to a point, said point being the southwest corner of the lands of said Herkenham, the northwest corner of the lands of Crawford and lying along the easterly boundary of lands of Nikiforov as described in a deed recorded in the Saratoga County Clerk's Office in Book 1601 of Deeds at page 733 and having Tax Map No. 246.-2-23; thence southerly and along the easterly boundary of the lands of said Nikiforov, 180+/- feet to the southeast corner of the said lands of Nikiforov as said point intersects the northeast corner of lands of Murray as described in a deed recorded in the Saratoga County Clerk's Office in Book 1478 of Deeds at page 269 and having Tax Map No. 246.-2-21.3; thence southerly and along the easterly boundary of the lands of said Murray, 756+/- feet to a point, said point being the southeast corner of the lands of the said Murray and lying along the common boundary with the lands of Crawford being herein conveyed; thence westerly and along the southerly boundary of Murray, 723+/- feet to a point, being the southeast corner of the lands of Murray as herein described and as such point is intersected with the southeast corner of lands now of Plummer as described in a deed recorded in the Saratoga County Clerk's Office in Book 1334 of Deeds at page 771 having Tax Map No. 246.-2-15; thence continuing westerly along the southerly boundary of Plummer, 33+/- feet to a point, said point being the intersection of the lands of Crawford herein conveyed with the northeast corner of the lands of Paniccia as described in a deed recorded in the Saratoga County Clerk's Office in Book 1009 at page 1028 having Tax Map No. 246.-2-24; thence southerly and along the easterly boundary of the said lands of Paniccia, 777+/- feet to a point being the southeast corner of the lands of Paniccia as it lies along the northerly boundary of lands of Newman as described in a deed recorded in the Saratoga County Clerk's Office in Book 757 of Deeds at page 346 having Tax Map No. 246.-2-8; thence easterly and along the northerly boundary of the lands of Newman, 61+/- feet to a point being the northeast corner of the lands of Newman and lying along the common boundary with the lands of Crawford; thence southerly and along the westerly boundary of the lands of Newman, 661+/- feet to a point, said point being the southwest corner of the lands of Crawford herein conveyed and lying along the northerly boundary of lands of Hotaling as described in a deed recorded in the Saratoga County Clerk's Office as Instrument No. 2012034073 and having Tax Map No. 246.12-1-4; thence easterly and along the northerly boundary of Hotaling, 33+/- feet to a point being the intersection of the northeast corner of the lands of Hotaling; thence northerly and along the westerly boundary of a parcel designated as the Charlton Freehold Presbyterian Church parsonage, having no deed, but having Tax Map No. 246.12-1-5.2, 10+/- feet; thence easterly and along the northerly boundary of Tax Map Parcels 246.12-1-5.1 and 246.12-1-5.2, 318+/- feet to a point lying along the westerly boundary of the lands of the Charlton Freehold Presbyterian Church, said point being the northeast corner of the Church parcel described in a deed recorded in the Saratoga County Clerk's Office in Book 267 of Deeds at page 162, said point also lying along the westerly boundary of Tax Map Parcel 246.12-1-6 as described in a deed recorded in the Saratoga County Clerk's Office in Book 501 of Deeds at page 438; thence northerly and along the westerly boundary of Tax Map Parcel 246.12-1-6, 67+/- feet to a point being the northwest corner of the Church parcel; thence easterly and along the northerly boundary of the Church parcel, 264+/- feet to a point, said point being the northeast corner of the said Church parcel; thence southerly and along the easterly boundary of the said Church parcel, 215+/- feet to a point located along the northerly boundary of Charlton Road, said parcel also being the southeast corner of the referenced Church parcel; thence easterly and along the northerly boundary of Charlton Road, 215+/- feet to a point being the southwest corner of lands of James Crawford as described in a deed recorded in the

Saratoga County Clerk's Office in Book 1252 of Deeds at page 273; thence northerly and along the westerly boundary of the said lands of James Crawford, 200+/- feet to a point being the northwest corner of the James Crawford parcel; thence easterly and along the northerly boundary of the James Crawford parcel, 100+/- feet to the northeast corner of said parcel; thence southerly and along the easterly boundary of the lands of said James Crawford, 200+/- feet to a point lying along the northerly boundary of Charlton Road; thence easterly, 75+/- feet along the northerly boundary of Charlton Road to the point or place of beginning.

Said description of Tax Map Parcel 246.-2-26.1 is intended to describe and convey all the remaining lands of Douglas D. Crawford (deceased) and Jo Ellen Crawford northerly of Main Street (Charlton Road) and Easterly of Jockey Street in the Town of Charlton.

RECORD AND RETURN TO:
Sciocchetti & Abbott, PLLC
12 Century Hill Drive
Latham, NY 12110

TAB 2
PART B

LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this _____ day of _____, 20____, between **DAVID HUNT AND ELIZABETH A. HUNT**, husband and wife, residing at 764 Charlton Road, Charlton, New York 12019, hereinafter designated LESSOR and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 764 Charlton Road, Town of Charlton, Saratoga County, State of New York, and containing 10,000± square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30±) foot wide right-of-way extending from the nearest public right-of-way, Charlton Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Town of Charlton as a 47.14 acre parcel with Tax Map Number 246.-2-26.1, and is further described in Instrument No. 2015015874 as recorded in the Office of the Clerk of Saratoga County. LESSEE agrees to provide at least 24 hour prior telephonic notice before completing any maintenance to its communications facility.

In the event any public utility is unable to use the Rights of Way, LESSOR shall grant an additional right of way either to LESSEE or to the public utility at no cost to LESSEE or the public utility. LESSOR agrees to grant LESSEE, Verizon New York, Inc., Niagara Mohawk Power Corporation, d/b/a National Grid, or any other local utility or fiber provider ("Utility") as may be required the right, utilizing the Utility's standard form agreement, to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate its communications facility (as defined herein), at no cost to LESSEE or Utility. Said rights to Niagara Mohawk Power Corporation, d/b/a National Grid to be as set forth in Exhibit C, attached hereto and made a part hereof. The easement sketch shall be provided by Utility once LESSEE has applied for electric service.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and/or the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

The drawing at Exhibit "A" may be replaced by a site plan showing the Premises and the location of LESSEE's improvements thereon, which site plan LESSEE shall submit to LESSOR for LESSOR's written approval prior to LESSEE's commencement of construction, which

approval shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within fifteen (15) days after the date of submission of the site plan to LESSOR, LESSOR will be deemed to have approved it.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for each year of the initial term of [REDACTED] to be paid annually to **David Hunt** or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. LESSEE shall pay LESSOR, within ninety (90) days of full execution of this Agreement, a one-time signing bonus, as additional rent, in the sum of [REDACTED]. The Agreement shall commence based upon the earlier of: (i) the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits; or (ii) two (2) years from the date of full execution of this Agreement. If such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date"). However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall

provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE agrees to furnish and install separate electrical service (inclusive of a separate meter) to the site for its intended purpose, provided that such installation is permitted by the local utility company. In the event that the local utility company determines that separate electrical service is not permitted or it is determined by LESSEE that a separate service installation is an impracticable means of service, LESSEE agrees to furnish and install an electrical sub-meter at the Property for the measurement of electrical power used by the LESSEE's installation. LESSOR agrees to allow such installation by LESSEE and upon installation of an electrical sub-meter, LESSOR agrees to be responsible for reading the sub-meter on a quarterly basis and for providing LESSEE with an invoice which includes a copy of the electric invoice from utility and the sub-meter readings. LESSOR shall send its invoice to LESSEE at Verizon Wireless, Accounts Payable-Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com. LESSEE agrees to promptly reimburse LESSOR for such electrical costs which shall not be construed to be rent. The parties agree that LESSEE shall be relieved of its obligation to reimburse LESSOR for electrical usage which has not been properly invoiced and sent to LESSEE at the above address within one (1) year of the initial invoicing from the utility company to the LESSOR.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each such five (5) year extension term shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding five (5) year term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for three (3) additional five (5) year terms and one (1) additional term of four (4) years thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Under no circumstances will the term of this Lease, including all renewals, exceed forty-nine (49) years. Annual rental for each such five (5) year additional extension term shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding five

(5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSOR shall provide to LESSEE a copy of any notice or assessment relating to personal property, real estate taxes, assessments, or charges for which LESSEE is responsible within ten (10) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate personal property, real estate taxes, assessments, or charges until LESSEE has received the notice or assessment relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any such notice or assessment within the ten (10) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of personal property, real estate taxes, assessments, or charges referred to in the notice or assessment which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses

incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the Right of Way). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation.

All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies and upon request, shall furnish proof of such insurance by providing LESSOR with a Certificate of Insurance.

c. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE

in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer,

bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members, shall not be considered a sale of the Property for which LESSEE has any right of first refusal. The sale of the entire Property is not subject to this right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: **David and Elizabeth Hunt**
764 Charlton Road
Charlton, New York 12019

LESSEE: **Cellco Partnership**
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, and, if required by the Mortgage, as defined below, a written consent, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and

attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires

more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) [REDACTED] per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. Environmental Indemnification.

LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSOR.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation

of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

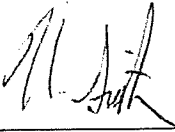
35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. TEMPORARY EASEMENT. LESSOR hereby grants LESSEE a temporary easement (the "Temporary Easement") to encumber a twenty foot (20') wide portion on each side of LESSEE's thirty (30') wide permanent access and utilities easement over the parcels designated as Tax Map Parcel Number 246.-2-26.1, all as shown on Exhibit A hereto (the "Temporary Easement Area"). LESSOR and LESSEE acknowledge and agree that the Temporary Easement shall be for the purpose of clearing any rocks, dirt, brush, trees or other vegetation, grading, excavation, and storing materials (including, without limitation, excavated soil and equipment) in order to allow for the construction and installation of LESSEE's telecommunications facility as described herein. The Temporary Easement granted hereunder shall terminate upon the completion of the construction and installation of LESSEE's telecommunications facility and LESSEE shall return the Temporary Easement Area to as good a condition as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE.

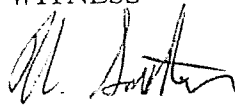
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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

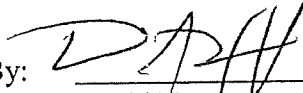
LESSOR:



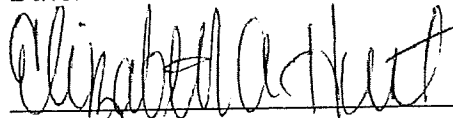
WITNESS



WITNESS

By: 

David Hunt

By: 

Elizabeth A. Hunt

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon

Wireless

WITNESS

By: _____
Name: Richard Polatas
Title: Director Network Field Engineering