Bluestone Wind Project

Case No. 16-F-0559

1001.13 Exhibit 13

Real Property

EXHIBIT 13 REAL PROPERTY

(a) Real Property Map of Generating Site

A tax parcel map of the Facility Site has been prepared for this Application (Figure 13-1). Figure 13-1 depicts the following: (i) the tax parcel IDs for land parcels that are part of the Facility; (ii) current land use and zoning for the parcels that are part of the Facility; (iii) necessary access and utility easements for the Facility; (iv) proposed laydown area(s) and operation and maintenance building; and (v) public roads planned for use as access to the Facility Site. The data for this map was obtained from the Broome County GIS (parcels) along with the United States Census Bureau (TIGER/line files) and the NYS GIS Clearinghouse. These data were also used to identify owners of record of all parcels included within the Facility Site and for all adjacent properties.

(b) Real Property Map of Interconnection Facilities

Using the data referenced above, maps showing all proposed interconnection facilities and associated access drives/laydown areas have been prepared (Figure 13-1). All proposed interconnection facilities and associated access drives/laydown areas will be located on land controlled by the Applicant. Therefore, no off-property access is anticipated to be necessary.

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

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

1) Wind Energy Lease and Easement Agreements – The initial term for the Lease and Easement Agreements is for the Development Term, which lasts for a period of five to seven years from the date of signing of the Lease and Easement Agreement, or an earlier date as specified by the Applicant by written notice. If the Applicant has not commenced construction of the Facility, which is defined as pouring the first foundation for the turbines that constitute the Project ("Commencement of Construction") by the end of the Development Term, the lease will terminate at the end of the Development Term. Provided that the Commencement of Construction occurred prior to the end of the Development Term, the Applicant may extend the term of the Lease and Easement Agreement for the Operations Term.

   The Operations Term begins on the Commercial Operations Date and will last for 30 years, ending on the 30th anniversary of the Commercial Operations Date. "Commercial Operations Date" means the date that all turbines in the Project achieve commercial operation under the applicable power purchase contract(s) and

the power purchaser begins purchasing electric energy (other than test energy) produced from operation of the turbines. The Applicant may extend the Lease and Easement Agreement with an Extended Term, for a period of 12 years, which will commence at the end of the Operations Term. The Extended Term may only be utilized once.

The Lease and Easement Agreement affords the rights of general easements (i.e., audio, visual, view, light, flicker, noise, setback, shadow, vibration, air turbulence, wake, electromagnetic, electric and radio frequency interference). In addition, it includes easements for ingress and egress and access to and from the Facility improvements, an exclusive easement for the unobstructed flow of wind currents and wind resources and permitting the rotors of the wind turbines to overhang adjacent properties. There are also easements covering distribution and collection facilities, a temporary batch plant and laydown yards. Annual rent payments are made in advance throughout the Development Term. Once the Operations Term is in effect, payments are made to landowners based on the type of Facility component located on their property, as well as the current year of Facility operation, which may be factored into the rent payment as a percentage or based on the Escalation Index, where appropriate.

The Applicant has identified one gas extraction well in the Facility Site, a which is identified as Marcellus Shale according to the New York State Department of Environmental Conservation's Division of Mineral Resources' well database. The Wind Energy Lease and Easement Agreement does not preclude the use of a parcel for mining, oil, gas and mineral development so long as the development activity is not otherwise prohibited by law and it does not interfere with the Applicant's operation of the Facility within an exclusive area as defined by the agreement. However, the Wind Energy Lease and Easement Agreement does not affect any mining, oil, gas or mineral development rights previously transferred by the landowners to third parties and any development of a parcel under the Agreement may not interfere with previously transferred mining, oil, gas and mineral development rights. The Applicant will address all mining, oil, gas or mineral development rights with the owners of the properties and those entities owning such development rights prior to construction to coordinate the joint use of the parcel during construction and periods of repair and to ensure that any future development of those rights is compatible with the Facility.

2) Access Road and Collection Easement – The Access Road and Collection Easement includes the same general easements as the Wind Energy Lease and Easement Agreement and includes easements for ingress and egress and access to and from the Facility improvements and the right to install collection lines on, under and/or through the landowner's property. Payments are based on a fixed schedule for the duration of the Development Term, where the Grantee will receive the greater of a fixed dollar amount per acre, which

increases with each subsequent year of the Development Term, and a fixed lump sum. After the Facility has been constructed ("Completion of Construction"), the payment to the landowner is based on a fixed dollar amount per linear foot of the collection line easement, plus a fixed dollar amount per the linear foot of access road easement measured from the centerline of each such road per year. In the event that the landowner does not receive a one-time lump sum payment after the Completion of Construction, payments made after the first anniversary of the Completion of Construction will be escalated annually by multiplying the then applicable payment by one plus the Escalation Index.

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

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

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

The Applicant has obtained all parcels needed for Facility interconnects and utility infrastructure and believes it can obtain access to the remaining parcels needed for the Facility.

(e) Improvement District Extensions

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