



January 31, 2024

John Hendrickson  
40 Geyser Road  
Saratoga Springs, NY 12866

RE: Recorded CHPE LLC Agreement

Dear Landowner,

Enclosed, please find a copy of your recorded Agreements filed in the Saratoga County Clerk's office.

If you need anything further, please do not hesitate to contact us.

Regards,

A handwritten signature in black ink, appearing to read "Jeff Glenn", with a long horizontal flourish extending to the right.

Jeff Glenn  
Data Document Specialist  
[jeff.glenn@coatesfs.com](mailto:jeff.glenn@coatesfs.com)  
O: 405.528.5676 x135



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 #: 2024002577

Receipt#: 2024212517220  
 Clerk: MW  
 Rec Date: 01/30/2024 11:05:20 AM  
 Doc Grp: D  
 Descrip: REGULAR EASEMENT  
 Num Pgs: 8

Party1: HENDRICKSON JOHN F  
 Party2: CHPE LLC  
 Town: SARATOGA SPRINGS

Recording:	
Pages	35.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Names	0.00
TP 584	5.00

Sub Total: 85.00

Transfer Tax	
Transfer Tax	200.00

Sub Total: 200.00

Total: 285.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 3563  
 Transfer Tax

Transfer Tax	200.00
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Total: 200.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

This page constitutes the Clerk's endorsement, required by section 316-a (5) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Saratoga County Clerk

**GRANT OF PERMANENT AND TEMPORARY EASEMENT**

As of the 21 day of DECEMBER, 2023 (the "Effective Date"), and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, John F Hendrickson, having an address of 40 Geysers Rd, Saratoga Springs, NY 12866 ("Grantor"), being the owner of or having an interest in that certain parcel of real property located at 40 Geysers Rd in the City of Saratoga Springs, County of Saratoga, State of New York, Tax Map No. 178.-3-18, and being the same or a portion of the same property as described in a deed recorded in the Saratoga County Clerk's Office in Instrument No. 2020015096, the legal description of which is attached hereto and made a part hereof as **Exhibit A** (the "Property"), DOES HEREBY GRANT AND CONVEY to CHPE LLC, a limited liability company organized and existing pursuant to the laws of the State of New York and having an address of 623 5<sup>th</sup> Avenue, 20<sup>th</sup> Floor, New York, New York 10022 ("Grantee"), and its successors and assigns, a permanent easement (the "Permanent Easement") and a temporary easement (the "Temporary Easement") through, under, and on a portion of the Property for the purposes set forth below.

The portion of the Property encumbered by the Permanent Easement (the "Permanent Easement Area") and by the Temporary Easement (the "Temporary Easement Area" and, together with the Permanent Easement Area, the "Easement Area") is depicted on **Exhibit B**, attached hereto and made a part hereof.

Grantee shall have the right, directly or indirectly by way of contractors, pursuant to the Permanent Easement, to lay, construct, reconstruct, deconstruct, bury, maintain, operate, repair, replace, relocate, add to, increase, enlarge, raise, lower, protect, remove, restore, modify, and substitute, at or below grade, power transmission cables and other related infrastructure (collectively, the "Facilities") through, under, and on the portion of the Property located within the Permanent Easement Area, as Grantee deems to be reasonably necessary, in furtherance of the Champlain Hudson Power Express project (the "Project").

Grantee shall have the right, directly or indirectly by way of contractors, pursuant to the Temporary Easement, to use the Temporary Easement Area for certain construction support services and restoration activities, as Grantee deems to be reasonably necessary, related to the laying, constructing, burying, maintaining, repairing and protecting of the Facilities located within the Permanent Easement Area and/or other Facilities located on real property near or adjacent to the Property, in furtherance of the Project.

Grantee shall also have the right now and from time to time to maintain, trim, cut, and remove, by such means as Grantee may select, any trees and brush or similar obstruction that are located within the Easement Area that, in Grantee's sole judgment, would interfere with the construction, operation, safety, security, or maintenance of the Facilities or Grantee's use of the Easement Area. Grantee shall also have the right to temporarily use such other areas of the Property located near the Easement Area for workspace as may be reasonably necessary from time to time.

Grantee shall have reasonable ingress and egress through the Property, on foot or motor vehicle, including trucks, for access to and from the Easement Area for the above-stated purposes.

The Temporary Easement only (but not the Permanent Easement) shall expire upon Grantee's completion, as determined in Grantee's sole discretion, of the restoration obligations required to be performed by Grantee after the installation and construction of the Facilities and Project by, in accordance with, and to satisfy applicable permits and approvals. Grantor agrees to not interfere with, hinder, or otherwise impede, in any manner, Grantee's restoration efforts. Upon such termination, all references in this instrument to the "Easement Area" shall be deemed to refer only to the Permanent Easement Area.

Grantee shall use reasonable efforts when exercising the rights granted by this instrument to minimize, to the extent reasonably practical, any interference with Grantor's reasonable use of the Property. After any exercise of the rights and privileges granted hereunder, Grantee shall, to the extent reasonably practical, restore and leave the Property in as good a condition as found, and Grantee shall make reasonable compensation to Grantor for any damage to the Property (except for trimming, cutting, treating, and removing trees and brush or other similar obstructions as permitted hereunder) caused by the exercise of the rights and privileges granted by this instrument that cannot be reasonably restored.

Unless otherwise set forth herein, upon Grantee's reasonable completion of the installation, construction, maintenance, and/or restoration work within the Easement Area, Grantor shall be responsible, at Grantor's sole cost and expense, to maintain the Permanent Easement Area in substantially the same manner as the surrounding Property.

The rights granted by this instrument may be exercised by Grantee, its employees, agents, contractors, subcontractors, successors, and assigns.

Grantor hereby warrants title to the rights above granted.

Grantor may use the Easement Area for any lawful purpose except that the Grantor shall not, and shall not permit any third party to, use the Easement Area in a manner inconsistent with Grantee's use or in a manner that interferes with the exercise of the rights granted to Grantee by this instrument.

Grantor shall cooperate with Grantee in executing any further commercially reasonable documents that will reasonably facilitate Grantee's ability to exercise its rights hereunder. In that regard, Grantor acknowledges that both the Permanent Easement Area and Temporary Easement Area shown on **Exhibit B** are approximate. Accordingly, if Grantee elects to provide a revised or as-built sketch or survey of the Permanent Easement Area, Temporary Easement Area, or Facilities, Grantor shall execute an amendment reasonably modifying the Permanent Easement Area and/or Temporary Easement Area to reflect such revised or as-built sketch or survey.

This instrument shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors, personal representatives, and assigns.

If any term or provision of this instrument is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect or render ineffective or unenforceable any other term or provision of this instrument.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Grantor has executed this Grant of Permanent and Temporary Easement as of the Effective Date.

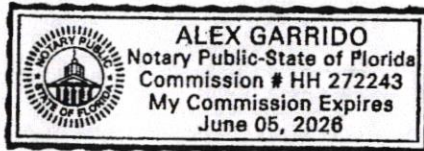
GRANTOR:

*John F. Hendrickson*  
John F Hendrickson

Florida  
State of ~~New York~~ )  
County of Palm Beach ) ss.:

On the 21 day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared **John F Hendrickson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Alex Garrido*  
Notary Public



**EXHIBIT A**

All that tract or parcel of land situate in the City of Saratoga Springs, County of Saratoga, and State of New York, being more particularly described in Executor's Deed dated May 19, 2020 and recorded June 16, 2020 in the Saratoga County Clerk's Office as Instrument No. 2020015096.

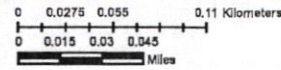
**EXHIBIT B**

[Sketch of the Easement Area]



Tax Map Parcel No. 178.-3-18

### Exhibit B



City Saratoga Springs

Lands n/f

County Saratoga

Hendrickson John F

State New York

Permanent Easement AC 0.30

This exhibit is not an official survey plat and all acreages should be considered approximate.



Temporary Easement AC 0.73

