

GROUND LEASE AGREEMENT

THIS (the "Agreement") is made as of the date of the final signature below, by and between Noreen Gangi ("Lessor") and Albany County (Lessee)

Definitions.

"Agreement" means this Ground Lease Agreement.

"Approvals" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"Commencement Date" means the first day of the month following the signing of this lease by all parties.

"Completion Date of Improvements" means when the lessee has completed the improvements shown in **Exhibit B**.

"Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 29 of this Agreement.

"Due Diligence Investigation" has the meaning set forth in Section 3 of this Agreement.

"Easements" and **"Utility Easement"** have the meanings set forth in Section 10 of this Agreement.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Improvements" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"Initial Term" means a period of [twenty-five (25) years] following the Commencement Date.

"Lease Term" means the Initial Term and any Renewal Terms.

"Leased Premises" means that portion of Lessor's Property consisting of a parcel of approximately 50 feet by 60 feet. The boundaries of the Leased Premises may be subject to modification as set forth in Section 9.

"Legal Fees" means the legal fees associated with this lease incurred by the Lessor. Lessee shall pay the legal fees of the Lessor associated with this lease in an amount not to exceed \$3500.00 (Three Thousand, Five Hundred Dollars).

"Lessee's Notice Address" means Albany County C/O Inspector Ralph Mariani 449 New Salem Road Voorheesville, NY 12186. 518 765-2352.

"Lessor's Notice Address" means Noreen Gangi C/O Richard Gangi 231 Edwards Hill Road, Rensselaerville, NY 12460.

"Lessor's Property" means the parcel of land located in the Town of Rensselaerville, County of Albany, State of New York, as shown on the Tax Map of said County as Tax Parcel Number 172.00 1 10.130 0, being further described in the instrument recorded in The Office of Albany County Clerk. A copy of said instrument being attached hereto, as **Exhibit "A"**.

"Non-Defaulting Party" means the party to this Agreement that has not defaulted as provided for in Section 29 of this Agreement.

"Renewal Term" means a period of [twenty-five (25) years] commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

"Payments" means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of \$ 13,000.00 (Thirteen Thousand Dollars) per year to be paid in equal monthly installments of \$ 1,083.00 (One Thousand Eighty Three Dollars). Each year the rent shall be increased by 3%. Payment will commence on the first day of the month following the completion date of improvements.

"Public Safety Based Government Organization" means any not for profit Fire, Law Enforcement, or Emergency Medical Service operated by a municipality or government entity.

"Rent" means the consideration payable to the Lessee by tenants use of space on the wireless communications tower and "Leased Area".

1. **Lessor's Cooperation.** Prior to the signing of this agreement, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor

acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

2. Subdivision; Perpetual Easement: In the event that a subdivision of Lessor's Property is legally required to lease the Leased Premises to Lessee, Lessor agrees to seek subdivision approval at Lessee's expense. Lessor also agrees to grant a perpetual easement to Lessee over the Leased Premises

3. Lease Term: Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for three (3) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

4. Rent.

- a. Any rents collected by the lessee for use of the improvements by other wireless communications companies or individuals shall be divided between the lessee and Lessor in the following amounts;
 - i. All tenants 100% to lessor.
- b. Rents shall be paid to the Lessee, and the Lessee shall make such payments to the lessor on a monthly basis, unless otherwise negotiated in the future.
- c. Lessee and Lessor shall mutually agree upon the amounts contained in the agreement between the lessee and any future tenant.
- d. Other than the monthly rent, Lessee retains the right to dictate all other lease terms and stipulations to future tenants.
- e. Lessor agrees that lessee will not charge rents for use of any of the improvements to any public safety based government organization

unless they infringe upon space being sought by a prospective tenant who would pay for the use of this space. In the event a public safety based government organization does infringe upon this space, they shall have right of first refusal to the space, and in exercising such right shall pay the amount being offered by the prospective tenant.

5. Leased Premises; Survey: Following completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

6. Easements: Conditioned upon and subject to commencement of the Lease Term Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option of Lessee Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility [(collectively, the "Easements")]. TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements

7. Right to Terminate Lease: Lessee shall have the right to terminate this Agreement at any time prior to the completion of the improvements by sending written notice of termination to Lessor. Lessee shall ensure that the lessor's property is returned to its ordinal state prior to this agreement and remove all materials from the lessor's property.

8. Lessee's Right to Terminate; Effect of Termination by Lessee: Lessee shall have the right, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

9. Lessee's Right to Terminate; Permits and Approvals: Lessee's obligations hereunder are contingent upon the Lessee obtaining the necessary building permits, zoning approvals and environmental approvals. If Lessee is unable to obtain said permits or approvals, Lessee shall have the right to terminate this contract by giving written notice to Lessor.

10. Use of Property: The Leased Premises, the Easements shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition, free from obstructions and debris. Such communications facility shall be fenced and secured. All improvements shall be performed and maintained in a workman like manner in accordance with industry accepted standards. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

11. Removal of Obstructions: Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall dispose of any materials removed.

12. Hazardous Materials:

(A) Lessee's Obligation and Indemnity: Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity: Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased

Premises unless caused by Lessee or persons acting under Lessee.

13. Real Estate Taxes: Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

14. Insurance: At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

15. Waiver of Claims and Rights of Subrogation: The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

16. Eminent Domain: If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

17. Right of First Refusal: If, during the Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms

and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Premises or a perpetual easement for the Premises. If the Lessor's Notice is for more than the Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

18. Sale of Property: If during the Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

19. Surrender of Property: Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

20. Recording: Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

21. Hold Harmless: Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

22. Lessor's Covenant of Title: Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

23. Interference with Lessee's Business: Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any

equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

24. Quiet Enjoyment: Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

25. Mortgages: This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

26. Title Insurance: Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easement. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

27. Default:

(A) Notice of Default; Cure Period: In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default: Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event

that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default: In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

28. Limitation on Damages: In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

29. Lessor's Waiver: Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

30. Applicable Law: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

31. Assignment, Sublease, Licensing and Encumbrance: Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

32. Special Considerations:

(A) Lessor and Lessee agree to use a mutually agreed upon construction contractor for roadway improvements. Such contractors quote for construction costs must be competitive and at market value.

(B) Lessor agrees to facilitate a "balloon test" in order to demonstrate the height of the proposed tower to the Lessor. Should the test be unacceptable to the Lessee, the Lessee has the right to terminate this agreement.

33. Miscellaneous:

Recording: Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement: Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions: The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document: Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Notices: All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

Partial Invalidity: If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

By, Noreen G. Gangi

Grantor

Print Name: Noreen G. Gangi

Title: _____

Date: 10-17-15

Address for Notice: (Grantors)

19 Saxony Circle
Manchester, N.H. 08759

By, Philip F. Calderone

Grantee

Print Name: Philip F. Calderone

Title: Deputy County Executive

Date: 11/24/15

Address for Notice (Grantee)

County of Albany

C/O Inspector Ralph Mariani

449 New Salem Rd

Voorheesville, NY 12186

By, _____

Grantor

Print Name: _____

Title: _____

Date: _____

State of New York } ss
County of Greene }

sworn to before me personally
appeared Noreen G. Gangi

on this 17th day of October, 2015

Tracy S. Schermerhorn

TRACY S. SCHERMERHORN
Notary Public, State of New York
No. 01SC6137191
Qualified in Greene County
Commission Expires November 14, 20 17

EXHIBIT "A"

[Label a recorded copy of Lessor's deed as Exhibit "A" and insert here]

EXHIBIT "B"

[Label site sketch, including access road to Leased Premises, as Exhibit "B" and insert here]

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 9 day of March, nineteen hundred and ninety-three
BETWEEN RICHARD P. GANGI and NOREEN G. GANGI, residing at R.R. 1,
96 Edwards Hill Road, Oak Hill, New York 12460,

LIBER 2484 PAGE 528

6238

party of the first part, and

RICHARD P. GANGI and NOREEN G. GANGI, Husband and Wife, residing at
R.R. 1, 96 Edwards Hill Road, Oak Hill, New York 12460,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

ONE

dollars,

lawful money of the United States,

by the party of the second part, does hereby grant and release unto the party of the first part, the heirs or
successors and assigns of the party of the second part forever,

~~ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Rensselaerville, County of Albany, State of New York, bounded and described as follows:~~

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

Beginning at an iron pin set at the stone wall intersection at the northwesterly corner of lands to be conveyed to David and Patricia Elsbree, said point also being on the easterly bounds of lands of Noreen Gangi (Deed Book 2179 at Page 669); running thence along the centerline of a stone wall and other lands of Gangi

| | |
|-----------------|---------|
| N 07° 44' 09" W | 358.58' |
| N 05° 23' 02" W | 505.41' |
| N 06° 53' 00" W | 461.98' |
| N 36° 22' 59" W | 365.33' |

continuing thence along the centerline of a stone wall and along the lands of Gangi

| | |
|-----------------|---------|
| N 82° 03' 35" E | 590.07' |
|-----------------|---------|

and the westerly bounds of lands of Anna McCabe; running thence along said lands

| | |
|-----------------|----------|
| S 08° 11' 25" E | 1636.53' |
|-----------------|----------|

continuing thence along said lands of McCabe

| | |
|-----------------|---------|
| S 80° 10' 06" W | 136.30' |
|-----------------|---------|

corner of lands to be conveyed to David and Patricia Elsbree; running thence along the northerly bounds of said lands

| | |
|-----------------|---------|
| S 80° 10' 06" W | 192.26' |
|-----------------|---------|

| | |
|-----------------|---------|
| S 82° 23' 44" W | 127.18' |
|-----------------|---------|

place of beginning. Containing 17.006 acres of land.

ALSO:

"ALL those tracts of parcels of land in the Town of Rensselaerville, County of Albany and State of New York bounded and described as follows:

PARCEL 1. 'All that certain farm, piece or parcel of land situate, lying and being in the Town of Rensselaerville and within the Manor of Rensselaerwyck and is known and distinguished as Lot Number 68 being the west half of the same as it is now divided and fenced, containing about 76 acres more or less.

Bounded on the north by Noah W. Kelsey, west by Ransom Slocum, South by the public highway and on the East by the other moiety of the said lot now owned by Eli Mackey.'

PARCEL 11. ALSO conveying "All that certain piece or parcel of land situate in the Town, County and State aforesaid being the west part of east half lot No. 68 bounded as follows:

'Commencing on the south lot line No. 68 running north on the division line between Eli and Robert V. Mackey until it intersects north lot line No. 68 thence East on north lot line till it intersects the highway; thence running South along the highway till it intersects said south lot line; thence West on said lot line till it intersects the place of beginning containing 50 acres the same more or less.'

SUBJECT to an easement granted by William H. Loretto to New York Telephone Company, dated April 29, 1965 and recorded in the Albany County Clerk's Office December 20, 1965 in Liber 1856 of Deeds at page 65.

ALSO "All that farm, piece or parcel of land, situate in the Town of Rensselaerville, County of Albany and State of New York, within the west part of the so-called Manor of Rensselaerwyck, being the south half of a lot known and distinguished in the original survey and map of that part of the said manor as lot number eighty-seven (87) and originally leased by the late Stephen Van Rensselaer in his life time to Jonas Kilsey and Harvey Wilsey (Wolsey) and which said south half of the said lot number eighty-seven (87) hereby conveyed is bounded as follows: to wit;

southwesterly by the original south line of the said whole lot number eighty-seven (87) being the north line of property now owned and occupied by Kiram or 'Hikey' Mackey; northwesterly by the north half of lot number eighty-seven (87) now owned by Eugene and Anna Ormsbee; easterly by the lands of Mrs. Lohar Goff, formerly known as the 'Smith Place'; Northerly by lands formerly owned by Nathan Slater; westerly by the original west line of the said whole lot number eighty-seven (87) and containing about eighty (80) acres of land be the same more or less."

SUBJECT to any state of facts that an accurate survey may disclose.

TOGETHER with all strips and gores, if any, which may lie between the parcels hereinabove described.

BEING the same premises described in a deed dated November 21, 1979 from Richard P. Gangi and Noreen Gale Gangi to Noreen Gale Gangi, recorded in the Greene County Clerk's Office November 23, 1979 in Liber 2179 of Deeds at page 669.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the 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.

LIBER 2484 PAGE 530

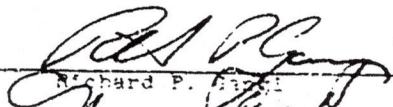
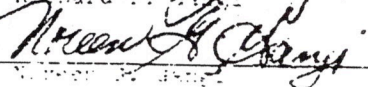
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND 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:


Richard P. Engel

William H. Chang

STATE OF NEW YORK, COUNTY OF GREENE

On the day of March 1993, before me personally came RICHARD F. GANGI and NOREEN G. GANGI

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Thomas W. Lewis
Notary Public

THOMAS W. LEWIS
NOTARY PUBLIC, State of New York
Qualified in Albany County
4784161
Commission Expires 6/30/93

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

LIBER 2484 PAGE 531

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Mortgage and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

RICHARD P. GANGI and
NOREEN G. GANGI

TO

RICHARD P. GANGI and
NOREEN G. GANGI

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

Thomas W. Lewis
P. O. Box 70
Greenville NY Zip No. 12087

Reserve this space for use of Recording Office.

STATE OF NEW YORK)
COUNTY OF ALBANY)

Recorded in DEEDS
Book 111 and
Page 531
JAN 1994
TOWN OF ALBANY



PROPOSED ALBANY
COUNTY 12'x16'
EQUIPMENT SHELTER



BASMAF PING INFORMATION BASE ON
"CONDITION PLAN" COMPLETED BY INGALLS
AND ASSOCIATES, LLP, DATED, DECEMBER
15, 2014. INGALLS JOB NUMBER 14-16



| | |
|----|-------------------|
| 1 | OVERALL SITE PLAN |
| -- | SCALE AS NOTED |



SCALE AS NOTED

INFINIGY8
Defect
Rate
Off-line

MOTOROLA SOLUTIONS

COUNTY OF ALBANY
COUNTY-WIDE PUBLIC SAFETY
COMMUNICATIONS NETWORK

OVERALL SITE PLAN

EDWARDS HILL

C3A

00

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL, ENGINEER TO ATTEND
THIS DOCUMENT

7x4.5+13 2 of 2

RESOLUTION NO. 371

**AUTHORIZING AN AGREEMENT FOR AN EASEMENT AND LEASE OF
PROPERTY FOR THE CONSTRUCTION OF A RADIO TOWER ON
EDWARDS HILL ROAD IN THE TOWN OF RENSSELAERVILLE**

Introduced: 9/14/15

By Public Safety Committee and Ms. Busch:

WHEREAS, The Albany County Sheriff's Department has conducted a site study for the implementation of an emergency radio system to provide sufficient radio coverage in the Town of Rensselaerville for the Sheriff's Office 911 Center to dispatch fire, emergency medical services and police, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with Noreen Gangi (C/O Richard Gangi) for an easement and lease of property for the construction of a radio tower at 231 Edwards Hill Road in the Town of Rensselaerville for use by the Sheriff's Office 911 Dispatch Center, and

WHEREAS, The proposed term of the lease will be for twenty-five years at an annual rent of \$13,000 payable in equal monthly installments of \$1,083.33 with an annual 3% escalator increase over the term of the lease with an option of three additional extensions of twenty-five years each, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a twenty-five year agreement with Noreen Gangi (C/O Richard Gangi) in the amount of \$473,970 for an easement and lease of property for the construction of a radio tower at 231 Edwards Hill Road in the Town of Rensselaerville for use by the Sheriff's Office 911 Dispatch Center, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote. 9/14/15