

AGENDA
ONONDAGA COUNTY WATER REDEVELOPMENT CORPORATION
SPECIAL MEETING

333 West Washington Street, Suite 200, Syracuse, New York 13202
On Wednesday September 23, 2026, at 3:00 p.m.

The Onondaga County Water Redevelopment Corporation will consider all business that may come before it including the following:

1. Roll Call.
2. Motion to authorize the Onondaga County Water Redevelopment Corporation to accept certain easements from Micron New York Semiconductor Manufacturing LLC and to authorize any officer of the Corporation to take any actions as may be necessary to accomplish the foregoing.
3. Consider any new business.
4. Adjournment.

11

ASSIGNMENT OF RIGHT OF WAY AND EASEMENT

THIS ASSIGNMENT OF RIGHT OF WAY AND EASEMENT (this "Agreement") dated as of September __, 2026 ("Effective Date"), between Micron New York Semiconductor Manufacturing LLC, a Delaware limited liability company authorized to transact business in the State of New York, having an office at 8000 South Federal Way, Boise, Idaho 83716 ("Assignor"), and Onondaga County Water Redevelopment Corporation, a local development corporation organized and existing under the laws of the State of New York, having its principal office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 ("Assignee").

WITNESSETH:

WHEREAS, Assignee was established by the County of Onondaga, New York ("County") as a special not-for-profit local development corporation on April 3, 2024; and

WHEREAS, the County had previously undertaken the planning and procurement of the advanced industrial treatment train ("ITT") facilities, associated conveyance, utilities and supporting infrastructure at the Oak Orchard Wastewater Treatment Plant ("Project"); and

WHEREAS, the County has transferred responsibility for the Project to Assignee to facilitate the advancement and development of the Project; and

WHEREAS, Assignor was granted, and continues to hold, certain real property interests in the form of multiple rights of way and easements ("Project Easements") over numerous parcels of land in the general vicinity of the Project, which rights of way and easements are critical to Assignee's advancement and development of the Project; and

WHEREAS, Assignee has requested, and Assignor has agreed, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to all such Project Easements; and

WHEREAS, to the extent such Project Easements currently encumber parcels of land owned in fee simple by different parties, Assignor and Assignee shall enter into a separate form of Assignment of Right of Way and Easement for the assignment of each of the Project Easements.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, grants, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest with respect to that certain Right of Way and Easement dated October 17, 2024, by and between John Peter Ryan and Assignor, and recorded with the Onondaga County Clerk on October 21, 2024 as Instrument Number 2024-00033493 ("Easement"). A recorded copy of the Easement is attached hereto as Schedule A and made a part hereof.

2. Assignee hereby accepts the foregoing sale, grant, assignment, conveyance and transfer of Assignor's right, title and interest in the Easement. Assignee hereby assumes and agrees to pay, perform, observe, discharge and otherwise be bound by all of the duties and obligations of Assignor under the Easement from and after the Effective Date. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless and defend Assignor of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignee occurring or alleged to have occurred from and after the Effective Date.

3. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless and defend Assignee from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

4. Each of Assignor and Assignee agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated hereby, and all prior or other agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6. All of the covenants, terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

MICRON NEW YORK SEMICONDUCTOR
MANUFACTURING LLC, a Delaware limited
liability company

By: _____
Name:
Title:

ASSIGNEE:

ONONDAGA COUNTY WATER
REDEVELOPMENT CORPORATION, a local
development corporation organized and existing
under the laws of the State of New York

By: _____
Name:
Title:

STANDARD LEGAL ACKNOWLEDGEMENT

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

* * * * *

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Schedule A

Right of Way and Easement

(attached)

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

JPS

Onondaga County Clerk Recording Cover Sheet

Received From :
BLRPS

Return To :
HANCOCK & ESTABROOK
100 MADISON ST
1800 AXA TOWER 1
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

RYAN, JOHN PETER

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2024-00033493

Book : Page :

Type of Instrument : Right Of Way

Type of Transaction : Ease, R-Way

Recording Fee: \$75.50

Recording Pages : 6

The Property affected by this instrument is situated in Clay, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 2899

Deed Amount : \$100,000.00

RETT Amount : \$400.00

Total Fees : \$475.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 10/21/2024

At (Recorded Time) : 11:46:11 AM



Doc ID - 056985590006

Emily Essi Bersani

Emily Essi Bersani, County Clerk



THIS IS NOT A BILL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: ANANNO Printed On : 10/21/2024 At : 11:47:15AM

RIGHT OF WAY AND EASEMENT

THIS INDENTURE, made this 17th day of October, 2024 by and between **John Peter Ryan** and his successors and assigns (hereinafter referred to as "Grantor"), with an address of 8882 Henry Clay Boulevard, Clay, New York 13041 and **Micron New York Semiconductor Manufacturing LLC**, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, (hereinafter referred to as "Grantee").

WITNESSETH

1. That Grantor, in consideration of the payment of the sum of One and 00/100th Dollar (\$1.00) paid by the Grantee, receipt of which is hereby acknowledged, does hereby release, grant and convey unto the Grantee, its successors and assigns, (a) permanent right(s) of way and easement(s) together with (b) temporary right(s) of way, on, over, in, under and across the premises of the Grantor hereinafter described, to construct, reconstruct, lay, relay, repair and forever maintain and operate on, over, in, under and across said hereinafter described tract or parcel of land wastewater line easement(s) consisting of one or more sewers and/or force mains, and structures and appurtenances thereto, and to make such connections and openings with the same and repair, relay and/or remove the same as may be necessary and desirable, and to make such excavations and to perform such work and inspection thereon as may be necessary or proper according to the plans and decisions of the Grantee, its successors and assigns.

2. Grantor's property is situate in the Town of Clay and County of Onondaga, New York and further described in that certain deed dated April 18, 1997, and recorded in the Onondaga County Clerk's Office on April 21, 1997, in Book 4151 of Deeds, Page 240. Said permanent right(s) of way and easement(s) together with temporary right(s) of way, if any, shall consist of the portion of Grantor's property 99 feet in width throughout its extent as approximately shown on Exhibit A attached here to and made a part hereof. The final and definitive location of which shall become established by and upon the final installation and erection of the facilities and equipment installed by the Grantee for the wastewater line(s) in substantial compliance with Exhibit A, attached hereto.

3. Grantor also conveys to Grantee the rights of ingress and egress to, over and from said permanent and temporary right(s) of way and easement(s) for all purposes herein set forth and incidental thereto, including the right from time to time, to trim, cut and/or remove brush, trees and other physical obstructions thereon; reserving to the Grantor, however, all proprietary rights with respect to the premises and the right to fully use and enjoy same for all purposes not interfering or inconsistent with the right(s) of way and easement(s) so granted. The Grantor shall have the absolute right in perpetuity to cross said lands covered by this right(s) of way and the easement(s) for the purposes of ingress and egress, including the right to build roads and/or bridges across said land(s) and to have the right in perpetuity to use said roads and/or bridges, provided that prior to the installation of said roads and/or bridges, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said roads and/or bridges, such approval not to be unreasonably withheld. With respect to utilities, the Grantor shall have the right to install additional utilities in the easement area, provided that prior to the installation of said utilities, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said utilities, such approval not to be unreasonably withheld. Grantee

approvals for utilities may include but are not limited to, Grantor obtaining a use and occupancy permit by the applicable county, local, state and/or federal agency(ies). However, other than said roads and/or bridges and utilities approved by the Grantee, nothing of a permanent nature or character shall be erected or constructed by the Grantor upon said permanent right(s) of way or easement(s).

4. All temporary right(s) of way shall cease and terminate upon the completion of the construction and installation of the proposed public improvement herein.

5. The Grantor agrees that he/she/they will not do or cause to be done directly or indirectly, any damage or interference with said sewers or force mains and appurtenances, or to remove earth so as to leave said sewers or force mains and appurtenances nearer the surface than when laid, or in any way interfere with or disturb the grade of the soil as completed by the Grantee and the said sewers, force mains and appurtenances shall at all times be and remain the property of the Grantee under its unconditional control and supervision.

6. It is further agreed that the aforesaid consideration shall be in full payment for any and all damages, direct and consequential, sustained by the Grantor for the granting of said right(s) of way and easement(s), including, but not limited, to the land and/or planting within the boundaries of the right(s) or way and easement(s) described herein by reason of construction and installation of said sewers, force mains and appurtenances thereto and for any and all damages to said land and/or planting resulting from the entry thereon by said Grantee, its officers, employees, contractors and workmen, either on foot, by equipment or vehicle, for the performance of said work.

7. Upon completion of the construction and installation of the proposed improvements herein, as well as after any subsequent repair, replacement, and/or reconstruction of any such work, if any, it is understood and agreed that the surfaces and the terrain of all right(s) of way and easement(s) shall be restored and reconstructed promptly by the Grantee, or its contractors at the sole cost and expense of said Grantee.

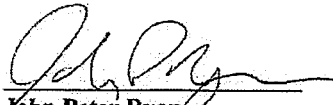
8. It is further understood and agreed that by the execution of this instrument, the Grantor grants to the Grantee, its officers, agents, employees, contractors and workmen, the immediate right to enter upon the premises described herein for the purpose of making preliminary plans, soil studies, borings and construction of the work and/or project without being liable for trespass. This right of entry shall in no way waive or release any rights the Grantor may have for any claim for damages resulting from the acquisition of land or right(s) of way and easement(s).

9. The Grantor agrees to convey the aforementioned premises free and clear of any and all liens and encumbrances, and to warrant the title to said premises, except for any easements or restrictions of record.

[Remainder of this page left intentionally blank; signature page follows]

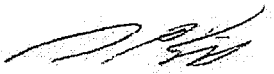
IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

GRANTOR:


John Peter Ryan

STATE OF NEW YORK }
 }
COUNTY OF ONONDAGA } ss.:

On the 17th day of October in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **John Peter Ryan**, 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.



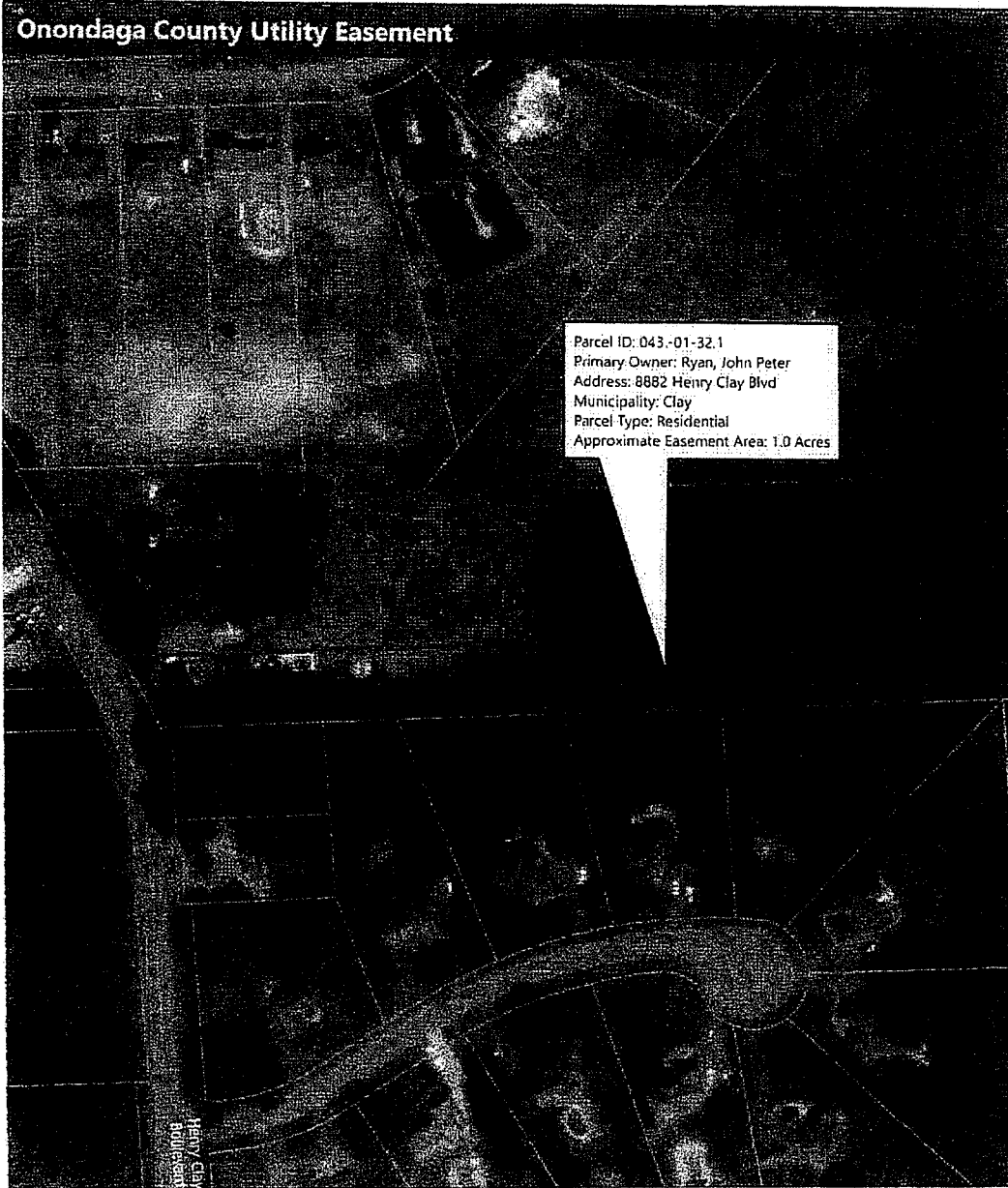
Notary Public

JOHN P. SIDD
Notary Public, State of New York
Qualified in Onondaga Co. No. 4993688
Commission Expires March 22, 2025

EXHIBIT A
EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 17 in the Town of Clay,
County of Onondaga, State of New York as depicted on the map attached hereto.

Onondaga County Utility Easement



Parcel ID: 043-01-32.1
Primary Owner: Ryan, John Peter
Address: 8882 Henry Clay Blvd
Municipality: Clay
Parcel Type: Residential
Approximate Easement Area: 1.0 Acres

Onondaga County Utility Easement

Division of Planning and Economic Development
Planning Bureau

Legend

- Property Boundaries
- Property of Interest
- Onondaga County Utility Easement



0 100 200 300
Feet

EDR

Prepared by: [Name]
Reviewed by: [Name]
Date: [Date]

ASSIGNMENT OF RIGHT OF WAY AND EASEMENT

THIS ASSIGNMENT OF RIGHT OF WAY AND EASEMENT (this "Agreement") dated as of September __, 2026 ("Effective Date"), between Micron New York Semiconductor Manufacturing LLC, a Delaware limited liability company authorized to transact business in the State of New York, having an office at 8000 South Federal Way, Boise, Idaho 83716 ("Assignor"), and Onondaga County Water Redevelopment Corporation, a local development corporation organized and existing under the laws of the State of New York, having its principal office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 ("Assignee").

WITNESSETH:

WHEREAS, Assignee was established by the County of Onondaga, New York ("County") as a special not-for-profit local development corporation on April 3, 2024; and

WHEREAS, the County had previously undertaken the planning and procurement of the advanced industrial treatment train ("ITT") facilities, associated conveyance, utilities and supporting infrastructure at the Oak Orchard Wastewater Treatment Plant ("Project"); and

WHEREAS, the County has transferred responsibility for the Project to Assignee to facilitate the advancement and development of the Project; and

WHEREAS, Assignor was granted, and continues to hold, certain real property interests in the form of multiple rights of way and easements ("Project Easements") over numerous parcels of land in the general vicinity of the Project, which rights of way and easements are critical to Assignee's advancement and development of the Project; and

WHEREAS, Assignee has requested, and Assignor has agreed, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to all such Project Easements; and

WHEREAS, to the extent such Project Easements currently encumber parcels of land owned in fee simple by different parties, Assignor and Assignee shall enter into a separate form of Assignment of Right of Way and Easement for the assignment of each of the Project Easements.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, grants, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, free and clear of any liens and encumbrances, all of Assignor's right, title and interest with respect to that certain Right of Way and Easement dated December 10, 2024, by and between Joseph Emmi and Assignor, and recorded with the Onondaga County Clerk on December 12, 2024 as Instrument Number 2024-00040146 ("Easement"). A recorded copy of the Easement is attached hereto as Schedule A and made a part hereof.

2. Assignee hereby accepts the foregoing sale, grant, assignment, conveyance and transfer of Assignor's right, title and interest in the Easement. Assignee hereby assumes and agrees to pay, perform, observe, discharge and otherwise be bound by all of the duties and obligations of Assignor under the Easement from and after the Effective Date. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless and defend Assignor of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignee occurring or alleged to have occurred from and after the Effective Date.

3. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless and defend Assignee from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

4. Each of Assignor and Assignee agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated hereby, and all prior or other agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6. All of the covenants, terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

MICRON NEW YORK SEMICONDUCTOR
MANUFACTURING LLC, a Delaware limited
liability company

By: _____
Name:
Title:

ASSIGNEE:

ONONDAGA COUNTY WATER
REDEVELOPMENT CORPORATION, a local
development corporation organized and existing
under the laws of the State of New York

By: _____
Name:
Title:

STANDARD LEGAL ACKNOWLEDGEMENT

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

* * * * *

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Schedule A

Right of Way and Easement

(attached)

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

JPS

Onondaga County Clerk Recording Cover Sheet

Received From :
BRADT LUCIANI

Return To :
HANCOCK & ESTABROOK
100 MADISON ST
1800 AXA TOWER I
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

EMMI, JOSEPH

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2024-00040146

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$75.50

Recording Pages : 6

The Property affected by this instrument is situated in Clay, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 4801

Deed Amount : \$58,000.00

RETT Amount : \$232.00

Total Fees : \$307.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 12/12/2024

At (Recorded Time) : 12:01:05 PM



Doc ID - 057503020006

Emily Essi Bersani

Emily Essi Bersani, County Clerk



THIS IS NOT A BILL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JSTANISTREET Printed On : 12/12/2024 At : 12:01:48PM

RIGHT OF WAY AND EASEMENT

THIS INDENTURE, made this 10th day of December, 2024 by and between **Joseph Emmi** and his successors and assigns (hereinafter referred to as "Grantor"), with an address of 8093 Maple Road, Clay, New York 13041 and **Micron New York Semiconductor Manufacturing LLC**, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, (hereinafter referred to as "Grantee").

WITNESSETH

1. That Grantor, in consideration of the payment of the sum of One and 00/100th Dollar (\$1.00) paid by the Grantee, receipt of which is hereby acknowledged, does hereby release, grant and convey unto the Grantee, its successors and assigns, (a) permanent right(s) of way and easement(s) together with (b) temporary right(s) of way, on, over, in, under and across the premises of the Grantor hereinafter described, to construct, reconstruct, lay, relay, repair and forever maintain and operate on, over, in, under and across said hereinafter described tract or parcel of land wastewater line easement(s) consisting of one or more sewers and/or force mains, and structures and appurtenances thereto, and to make such connections and openings with the same and repair, relay and/or remove the same as may be necessary and desirable, and to make such excavations and to perform such work and inspection thereon as may be necessary or proper according to the plans and decisions of the Grantee, its successors and assigns.

2. Grantor's property is situated in the Town of Clay and County of Onondaga, New York and further described in that certain deed dated October 24, 2019, and recorded in the Onondaga County Clerk's Office on November 6, 2019 as Instrument No. 2019-00042146. Said permanent right(s) of way and easement(s) together with temporary right(s) of way, if any, shall consist of the portion of Grantor's property 74 feet in width throughout its extent as approximately shown on Exhibit A attached here to and made a part hereof ("Easement Area"). The final and definitive location of which shall become established by and upon the final installation and erection of the facilities and equipment installed by the Grantee for the wastewater line(s) within the Easement Area.

3. Grantor also conveys to Grantee the rights of ingress and egress to, over and from said permanent and temporary right(s) of way and easement(s) for all purposes herein set forth and incidental thereto, including the right from time to time, to trim, cut and/or remove brush, trees and other physical obstructions thereon; reserving to the Grantor, however, all proprietary rights with respect to the premises and the right to fully use and enjoy same for all purposes not interfering or inconsistent with the right(s) of way and easement(s) so granted. The Grantor shall have the absolute right in perpetuity to cross said lands covered by this right(s) of way and the easement(s) for the purposes of ingress and egress, including the right to build roads and/or bridges across said land(s) and to have the right in perpetuity to use said roads and/or bridges, provided that prior to the installation of said roads and/or bridges, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said roads and/or bridges, such approval not to be unreasonably withheld. With respect to utilities, the Grantor shall have the right to install additional utilities in the easement area, provided that prior to the installation of said utilities, Grantor submits to the Grantee and the Grantee reviews and approves of the plans

and specifications for said utilities, such approval not to be unreasonably withheld. Grantee approvals for utilities may include but are not limited to, Grantor obtaining a use and occupancy permit by the applicable county, local, state and/or federal agency(ies). However, other than said roads and/or bridges and utilities approved by the Grantee, nothing of a permanent nature or character shall be erected or constructed by the Grantor upon said permanent right(s) of way or easement(s).

4. All temporary right(s) of way shall cease and terminate upon the completion of the construction and installation of the proposed public improvement herein.

5. The Grantor agrees that he/she/they will not do or cause to be done directly or indirectly, any damage or interference with said sewers or force mains and appurtenances, or to remove earth so as to leave said sewers or force mains and appurtenances nearer the surface than when laid, or in any way interfere with or disturb the grade of the soil as completed by the Grantee and the said sewers, force mains and appurtenances shall at all times be and remain the property of the Grantee under its unconditional control and supervision.

6. It is further agreed that the aforesaid consideration shall be in full payment for any and all damages, direct and consequential, sustained by the Grantor for the granting of said right(s) of way and easement(s), including, but not limited, to the land and/or planting within the boundaries of the right(s) of way and easement(s) described herein by reason of construction and installation of said sewers, force mains and appurtenances thereto and for any and all damages to said land and/or planting resulting from the entry thereon by said Grantee, its officers, employees, contractors and workmen, either on foot, by equipment or vehicle, for the performance of said work.

7. Upon completion of the construction and installation of the proposed improvements herein, as well as after any subsequent repair, replacement, and/or reconstruction of any such work, if any, it is understood and agreed that the surfaces and the terrain of all right(s) of way and easement(s) shall be restored and reconstructed promptly by the Grantee, or its contractors at the sole cost and expense of said Grantee.

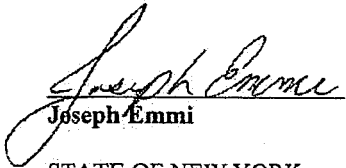
8. It is further understood and agreed that by the execution of this instrument, the Grantor grants to the Grantee, its officers, agents, employees, contractors and workmen, the immediate right to enter upon the premises described herein for the purpose of making preliminary plans, soil studies, borings and construction of the work and/or project without being liable for trespass. This right of entry shall in no way waive or release any rights the Grantor may have for any claim for damages resulting from the acquisition of land or right(s) of way and easement(s).

9. The Grantor agrees to convey the aforementioned premises free and clear of any and all liens and encumbrances, and to warrant the title to said premises, except for any easements or restrictions of record.

[Remainder of this page left intentionally blank; signature page follows]

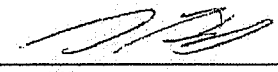
IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

GRANTOR:


Joseph Emmi

STATE OF NEW YORK }
 }
COUNTY OF ONONDAGA } SS.:

On the 10th day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Emmi**, 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.



Notary Public

JOHN P. SIDD
Notary Public, State of New York
Qualified in Onondaga Co. No. 4833608
Commission Expires March 23, 2016

EXHIBIT A
EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 27 in the Town of Clay,
County of Onondaga, State of New York as depicted on the map attached hereto.



Utility Easement

Town of Clay,
Onondaga County,
New York

-  Easement
-  Tax Parcel Boundaries
-  Property of Interest



0 25 50 100
Feet

Imagery: Spring 2024
Created: 7/9/2024

15

125.50

ASSIGNMENT OF RIGHT OF WAY AND EASEMENT

THIS ASSIGNMENT OF RIGHT OF WAY AND EASEMENT (this "Agreement") dated as of September __, 2026 ("Effective Date"), between Micron New York Semiconductor Manufacturing LLC, a Delaware limited liability company authorized to transact business in the State of New York, having an office at 8000 South Federal Way, Boise, Idaho 83716 ("Assignor"), and Onondaga County Water Redevelopment Corporation, a local development corporation organized and existing under the laws of the State of New York, having its principal office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 ("Assignee").

WITNESSETH:

WHEREAS, Assignee was established by the County of Onondaga, New York ("County") as a special not-for-profit local development corporation on April 3, 2024; and

WHEREAS, the County had previously undertaken the planning and procurement of the advanced industrial treatment train ("ITT") facilities, associated conveyance, utilities and supporting infrastructure at the Oak Orchard Wastewater Treatment Plant ("Project"); and

WHEREAS, the County has transferred responsibility for the Project to Assignee to facilitate the advancement and development of the Project; and

WHEREAS, Assignor was granted, and continues to hold, certain real property interests in the form of multiple rights of way and easements ("Project Easements") over numerous parcels of land in the general vicinity of the Project, which rights of way and easements are critical to Assignee's advancement and development of the Project; and

WHEREAS, Assignee has requested, and Assignor has agreed, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to all such Project Easements; and

WHEREAS, to the extent such Project Easements currently encumber parcels of land owned in fee simple by different parties, Assignor and Assignee shall enter into a separate form of Assignment of Right of Way and Easement for the assignment of each of the Project Easements.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, grants, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, free and clear of any liens and encumbrances, all of Assignor's right, title and interest with respect to that certain Right of Way and Easement dated November 8, 2024, by and between Paul Licari and Assignor, and recorded with the Onondaga County Clerk on November 15, 2024 as Instrument Number 2024-00036950 ("Easement"). A recorded copy of the Easement is attached hereto as Schedule A and made a part hereof.

2. Assignee hereby accepts the foregoing sale, grant, assignment, conveyance and transfer of Assignor's right, title and interest in the Easement. Assignee hereby assumes and agrees to pay, perform, observe, discharge and otherwise be bound by all of the duties and obligations of Assignor under the Easement from and after the Effective Date. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless and defend Assignor of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignee occurring or alleged to have occurred from and after the Effective Date.

3. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless and defend Assignee from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

4. Each of Assignor and Assignee agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated hereby, and all prior or other agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6. All of the covenants, terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

MICRON NEW YORK SEMICONDUCTOR
MANUFACTURING LLC, a Delaware limited
liability company

By: _____
Name:
Title:

ASSIGNEE:

ONONDAGA COUNTY WATER
REDEVELOPMENT CORPORATION, a local
development corporation organized and existing
under the laws of the State of New York

By: _____
Name:
Title:

STANDARD LEGAL ACKNOWLEDGEMENT

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

* * * * *

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Schedule A

Right of Way and Easement

(attached)

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

JPS

Onondaga County Clerk Recording Cover Sheet

Received From :
BLRPS

Return To :
HANCOCK & ESTABROOK
100 MADISON ST
TOWER 1
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

LICARI, PAUL

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2024-00036950

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$80.50

Recording Pages : 7

The Property affected by this instrument is situated in Clay, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # :	3857
Deed Amount :	\$20,000.00
RETT Amount :	\$80.00
Total Fees :	\$160.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 11/15/2024

At (Recorded Time) : 11:57:07 AM



Doc ID - 057240170007

Emily Essi Bersani

Emily Essi Bersani, County Clerk



THIS IS NOT A BILL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: EWRIGHT Printed On : 11/15/2024 At : 11:57:23AM

RIGHT OF WAY AND EASEMENT

THIS INDENTURE, made this 8th day of November, 2024 by and between **PAUL LICARI** and their successors and assigns (hereinafter referred to as "Grantor"), with an address of 4982 Rabbit Run, Liverpool, New York 13090 and **MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC**, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, (hereinafter referred to as "Grantee").

WITNESSETH

1. That Grantor, in consideration of the payment of the sum of One and 00/100th Dollar (\$1.00) paid by the Grantee, receipt of which is hereby acknowledged, does hereby release, grant and convey unto the Grantee, its successors and assigns, (a) permanent right(s) of way and easement(s) together with (b) temporary right(s) of way, on, over, in, under and across the premises of the Grantor hereinafter described, to construct, reconstruct, lay, relay, repair and forever maintain and operate on, over, in, under and across said hereinafter described tract or parcel of land wastewater line easement(s) consisting of one or more sewers and/or force mains, and structures and appurtenances thereto, and to make such connections and openings with the same and repair, relay and/or remove the same as may be necessary and desirable, and to make such excavations and to perform such work and inspection thereon as may be necessary or proper according to the plans and decisions of the Grantee, its successors and assigns.

2. Grantor's property is situate in the Town of Clay and County of Onondaga, New York and further described in that certain deed dated August 12, 2013, and recorded in the Onondaga County Clerk's Office on September 20, 2013, in Book 5253 of Deeds, Page 583. Said permanent right(s) of way and easement(s) together with temporary right(s) of way, if any, shall consist of the portion of Grantor's property 74 feet in width throughout its extent as approximately shown on Exhibit A attached here to and made a part hereof. The final and definitive location of which shall become established by and upon the final installation and erection of the facilities and equipment installed by the Grantee for the wastewater line(s) in substantial compliance with Exhibit A, attached hereto.

3. Grantor also conveys to Grantee the rights of ingress and egress to, over and from said permanent and temporary right(s) of way and easement(s) for all purposes herein set forth and incidental thereto, including the right from time to time, to trim, cut and/or remove brush, trees and other physical obstructions thereon; reserving to the Grantor, however, all proprietary rights with respect to the premises and the right to fully use and enjoy same for all purposes not interfering or inconsistent with the right(s) of way and easement(s) so granted. The Grantor shall have the absolute right in perpetuity to cross said lands covered by this right(s) of way and the easement(s) for the purposes of ingress and egress, including the right to build roads, driveways and/or bridges across said land(s) and to have the right in perpetuity to use said roads, driveways and/or bridges, provided that prior to the installation of said roads, driveways and/or bridges,

R+R: Hancock Estabrook
ATT: John Sidd, Esq.
1800 ANA Tower J
100 Madison St.
Syracuse, NY 13202

Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said roads, driveways and/or bridges, such approval not to be unreasonably withheld. With respect to utilities, the Grantor shall have the right to install additional utilities in the easement area, provided that prior to the installation of said utilities, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said utilities, such approval not to be unreasonably withheld. Grantee approvals for utilities may include but are not limited to, Grantor obtaining a use and occupancy permit by the applicable county, local, state and/or federal agency(ies). However, other than said roads, driveways and/or bridges and utilities approved by the Grantee, nothing of a permanent nature or character shall be erected or constructed by the Grantor upon said permanent right(s) of way or easement(s).

4. All temporary right(s) of way shall cease and terminate upon the completion of the construction and installation of the proposed public improvement herein.

5. The Grantor agrees that he/she/they will not do or cause to be done directly or indirectly, any damage or interference with said sewers or force mains and appurtenances, or to remove earth so as to leave said sewers or force mains and appurtenances nearer the surface than when laid, or in any way interfere with or disturb the grade of the soil as completed by the Grantee and the said sewers, force mains and appurtenances shall at all times be and remain the property of the Grantee under its unconditional control and supervision.

6. It is further agreed that the aforesaid consideration shall be in full payment for any and all damages, direct and consequential, sustained by the Grantor for the granting of said right(s) of way and easement(s), including, but not limited, to the land and/or planting within the boundaries of the right(s) or way and easement(s) described herein by reason of construction and installation of said sewers, force mains and appurtenances thereto and for any and all damages to said land and/or planting resulting from the entry thereon by said Grantee, its officers, employees, contractors and workmen, either on foot, by equipment or vehicle, for the performance of said work.

7. Grantee agrees to defend, indemnify, and save and hold harmless Grantor and any successor in interest to Grantor's interest in the Property, and each of their affiliates, officers, directors, members, managers, employees and agents (collectively, the "Indemnified Parties") from and against any and all losses, damages, claims, liabilities, expenses, and costs (including reasonable attorneys' fees) incurred by an Indemnified Party and to the extent resulting from or arising out of the Grantee's use of the Easement Area and the construction and operation of improvements thereon by the Grantee, including without limitation (i) damage to property or injury to persons including death, (ii) violation of laws or permits by Grantee or its contractors, (iii) the presence of Hazardous Materials introduced by Grantee or its contractors, and (iv) any negligent or intentional act or omission of Grantee or its contractors.

8. Upon completion of the construction and installation of the proposed improvements herein, as well as after any subsequent repair, replacement, and/or reconstruction of any such work, if any, it is understood and agreed that the surfaces and the terrain of all right(s) of way and easement(s) shall be restored and reconstructed promptly by the Grantee, or its contractors at the sole cost and expense of said Grantee.

9. It is further understood and agreed that by the execution of this instrument, the Grantor grants to the Grantee, its officers, agents, employees, contractors and workmen, the immediate

right to enter upon the premises described herein for the purpose of making preliminary plans, soil studies, borings and construction of the work and/or project without being liable for trespass. This right of entry shall in no way waive or release any rights the Grantor may have for any claim for damages resulting from the acquisition of land or right(s) of way and easement(s).

10. The Grantor agrees to convey the aforementioned premises free and clear of any and all liens and encumbrances, and to warrant the title to said premises, except for any easements or restrictions of record.

[Remainder of this page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

GRANTOR:



PAUL LICARI

STATE OF NEW YORK

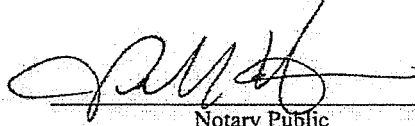
}

ss.:

COUNTY OF ONONDAGA

}

On the 8th day of November in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL LICARI, 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.

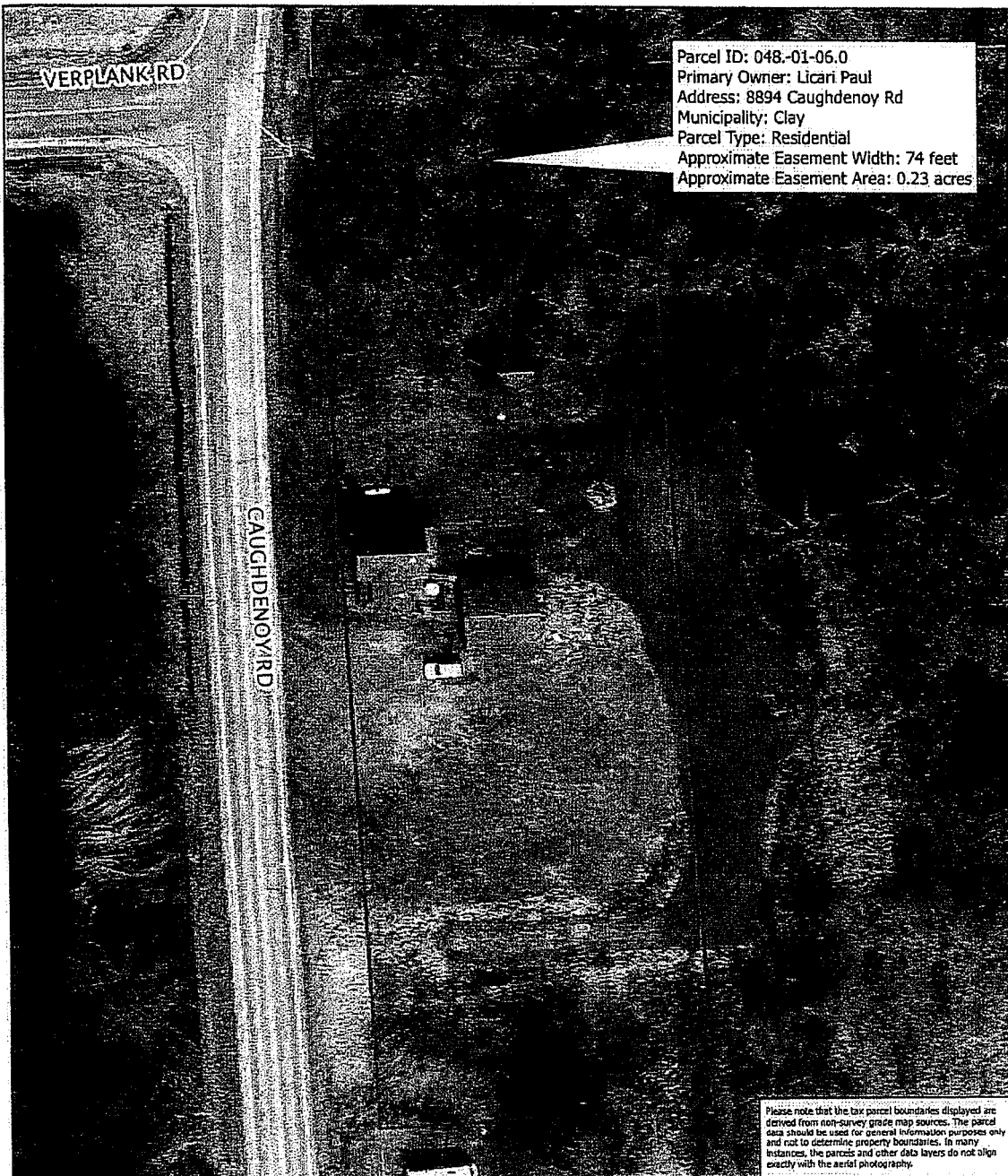


Notary Public

LISA M. WEAVER
Notary Public, State of New York
Reg. No. 02WEE197410
Qualified in Onondaga County
Commission Expires December 1, 2024

EXHIBIT A
EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 27 in the Town of Clay,
County of Onondaga, State of New York as depicted on the map attached hereto.



Parcel ID: 048-01-06.0
Primary Owner: Licari Paul
Address: 8894 Caughdenoy Rd
Municipality: Clay
Parcel Type: Residential
Approximate Easement Width: 74 feet
Approximate Easement Area: 0.23 acres

Please note that the tax parcel boundaries displayed are derived from non-survey grade map sources. The parcel data should be used for general information purposes only and not to determine property boundaries. In many instances, the parcels and other data layers do not align exactly with the aerial photography.

Utility Easement

Town of Clay,
Onondaga County,
New York

-  Easement
-  Tax Parcel Boundaries
-  Property of Interest

0 25 50 100 Feet

Imagery: Spring 2024
Created: 7/9/2024

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
BLRPS

Return To :
HANCOCK & ESTABROOK
100 MADISON ST
TOWER 1
SYRACUSE, NY 13202

JPS

Method Returned : MAIL

First PARTY 1

QUANTUM FUNDING OF NY LLC

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2024-00036949

Book : Page :

Type of Instrument : Subordination Agreement

Type of Transaction : Sub-A

Recording Fee: \$55.50

Recording Pages : 3

Recorded Information

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 11/15/2024

At (Recorded Time) : 11:55:21 AM



Doc ID - 057240160003

Emily Essi Bersani

Emily Essi Bersani, County Clerk



THIS IS NOT A CALL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: EWRIGHT Printed On : 11/15/2024 At : 11:57:22AM

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (the "Agreement") made this 13th day of October, 2024, between QUANTUM FUNDING OF NY, LLC, a New York limited liability company with an address of 5860 McKinley Road, Brewerton, New York 13029, party of the first part, and MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, party of the second part.

WITNESSETH

WHEREAS, the party of the first part now owns and holds the following mortgage or note secured thereby:

\$66,000 Mortgage made by Paul Licari to Quantum Funding of NY, LLC, dated June 20, 2019 and recorded June 24, 2019 in the Onondaga County Clerk's Office in Instrument No. 2019-00022306,

covering premises located in the Town of Clay, County of Onondaga, being part of Farm Lot 27 in said Town, commonly known as 8894 Caughdenoy Road (tax parcel 048.-01-06.0),

WHEREAS, the present owner of the premises above mentioned, is about to execute and deliver to the party of the second part a Right of Way and Easement covering the premises,

WHEREAS, the party of the second part has refused to accept said Right of Way and Easement unless said mortgage held by the part of the first part be subordinated in the manner hereinafter mentioned,

NOW THEREFORE, in consideration of the premises and to induce said party of the second part to accept said Right of Way and Easement and also in consideration of one dollar (\$1.00) paid to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part hereby covenants and agrees with said party of the second part that said mortgage held by the party of the first part be and shall continue to be subject and subordinate to the Right of Way and Easement about to be delivered to the party of the second part, and to any modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. The word "Party" shall be construed as it is read "parties" whenever the sense of this Agreement so requires.

IN WITNESS WHEREOF, the said part of the first part has duly executed this agreement as of the day and year first above written.

QUANTUM FUNDING OF NY, LLC

By: Eric Gantley, Member

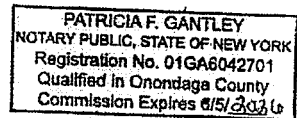
Clay 92 27

R+R: Hancock Estabrook
ATT: John S. Seld, Esq.
1800 Air-A Tower I
100 Madison St, Syracuse, NY 13202

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

On the 23rd day of October in the year 2024 before me, the undersigned, personally appeared **Eric Gantley** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Patricia F. Gantley
Notary Public



12

110.50

ASSIGNMENT OF RIGHT OF WAY AND EASEMENT

THIS ASSIGNMENT OF RIGHT OF WAY AND EASEMENT (this "Agreement") dated as of September __, 2026 ("Effective Date"), between Micron New York Semiconductor Manufacturing LLC, a Delaware limited liability company authorized to transact business in the State of New York, having an office at 8000 South Federal Way, Boise, Idaho 83716 ("Assignor"), and Onondaga County Water Redevelopment Corporation, a local development corporation organized and existing under the laws of the State of New York, having its principal office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 ("Assignee").

WITNESSETH:

WHEREAS, Assignee was established by the County of Onondaga, New York ("County") as a special not-for-profit local development corporation on April 3, 2024; and

WHEREAS, the County had previously undertaken the planning and procurement of the advanced industrial treatment train ("ITT") facilities, associated conveyance, utilities and supporting infrastructure at the Oak Orchard Wastewater Treatment Plant ("Project"); and

WHEREAS, the County has transferred responsibility for the Project to Assignee to facilitate the advancement and development of the Project; and

WHEREAS, Assignor was granted, and continues to hold, certain real property interests in the form of multiple rights of way and easements ("Project Easements") over numerous parcels of land in the general vicinity of the Project, which rights of way and easements are critical to Assignee's advancement and development of the Project; and

WHEREAS, Assignee has requested, and Assignor has agreed, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to all such Project Easements; and

WHEREAS, to the extent such Project Easements currently encumber parcels of land owned in fee simple by different parties, Assignor and Assignee shall enter into a separate form of Assignment of Right of Way and Easement for the assignment of each of the Project Easements.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, grants, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, free and clear of any liens and encumbrances, all of Assignor's right, title and interest with respect to that certain Right of Way and Easement dated February 1, 2024, by and between Raymond S. Florczyk, II and Assignor, and recorded with the Onondaga County Clerk on February 8, 2024 as Instrument Number 2024-00004248 ("Easement"). A recorded copy of the Easement is attached hereto as Schedule A and made a part hereof.

2. Assignee hereby accepts the foregoing sale, grant, assignment, conveyance and transfer of Assignor's right, title and interest in the Easement. Assignee hereby assumes and agrees to pay, perform, observe, discharge and otherwise be bound by all of the duties and obligations of Assignor under the Easement from and after the Effective Date. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless and defend Assignor of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignee occurring or alleged to have occurred from and after the Effective Date.

3. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless and defend Assignee from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

4. Each of Assignor and Assignee agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated hereby, and all prior or other agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6. All of the covenants, terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

MICRON NEW YORK SEMICONDUCTOR
MANUFACTURING LLC, a Delaware limited
liability company

By: _____
Name:
Title:

ASSIGNEE:

ONONDAGA COUNTY WATER
REDEVELOPMENT CORPORATION, a local
development corporation organized and existing
under the laws of the State of New York

By: _____
Name:
Title:

STANDARD LEGAL ACKNOWLEDGEMENT

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Schedule A

Right of Way and Easement

(attached)

Emily Essi, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

LMB

Onondaga County Clerk Recording Cover Sheet

Received From :
BLRPS

Return To :
HANCOCK & ESTABROOK
PICK UP BOX

Method Returned : MAIL

First PARTY 1

FLORCZYK, RAYMOND S II

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2024-00004248

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$80.50

Recording Pages : 7

The Property affected by this instrument is situated in Clay, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 6417

Deed Amount : \$135,000.00

RETT Amount : \$540.00

Total Fees : \$620.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 02/08/2024

At (Recorded Time) : 8:27:38 AM



Doc ID - 054393760007

Emily Essi, County Clerk



THIS IS NOT A BILL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: EKARALUNAS Printed On : 02/08/2024 At : 8:28:08AM

RIGHT OF WAY AND EASEMENT

THIS INDENTURE, made this 1st day of February, 2024 by and between **Raymond S. Florczyk, II** with an address of 4885 Ver Plank Road, Clay, New York 13041 and his successors and assigns (hereinafter referred to as "Grantor") and **Micron New York Semiconductor Manufacturing LLC**, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, (hereinafter referred to as "Grantee").

WITNESSETH

1. That Grantor, in consideration of the payment of the sum of One and 00/100th Dollar (\$1.00) paid by the Grantee, receipt of which is hereby acknowledged, does hereby release, grant and convey unto the Grantee, its successors and assigns, (a) permanent right(s) of way and easement(s) together with (b) temporary right(s) of way, on, over, in, under and across the premises of the Grantor hereinafter described, to construct, reconstruct, lay, relay, repair and forever maintain and operate on, over, in, under and across said hereinafter described tract or parcel of land wastewater line easement(s) consisting of one or more sewers and/or force mains, and structures and appurtenances thereto, and to make such connections and openings with the same and repair, relay and/or remove the same as may be necessary and desirable, and to make such excavations and to perform such work and inspection thereon as may be necessary or proper according to the plans and decisions of the Grantee, its successors and assigns.

2. Grantor's property is situate in the Town of Clay and County of Onondaga, New York and further described in that certain deed dated October 10, 2012, and recorded in the **Onondaga County Clerk's Office on October 15, 2012, in Book 5216 of Deeds, Page 460**. Said permanent right(s) of way and easement(s) together with temporary right(s) of way, if any, shall consist of the portion of Grantor's property 99 feet in width throughout its extent as approximately shown on Exhibit A attached here to and made a part hereof. The final and definitive location of which shall become established by and upon the final installation and erection of the facilities and equipment installed by the Grantee for the wastewater line(s) in substantial compliance with Exhibit A, attached hereto.

3. Grantor also conveys to Grantee the rights of ingress and egress to, over and from said permanent and temporary right(s) of way and easement(s) for all purposes herein set forth and incidental thereto, including the right from time to time, to trim, cut and/or remove brush, trees and other physical obstructions thereon; reserving to the Grantor, however, all proprietary rights with respect to the premises and the right to fully use and enjoy same for all purposes not interfering or inconsistent with the right(s) of way and easement(s) so granted. The Grantor shall have the absolute right in perpetuity to cross said lands covered by this right(s) of way and the easement(s) for the purposes of ingress and egress, including the right to build roads and/or bridges across said land(s) and to have the right in perpetuity to use said roads and/or bridges, provided that prior to the installation of said roads and/or bridges, Grantor submits to the Grantee

and the Grantee reviews and approves of the plans and specifications for said roads and/or bridges, such approval not to be unreasonably withheld. With respect to utilities, the Grantor shall have the right to install additional utilities in the easement area, provided that prior to the installation of said utilities, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said utilities, such approval not to be unreasonably withheld. Grantee approvals for utilities may include but are not limited to, Grantor obtaining a use and occupancy permit by the applicable county, local, state and/or federal agency(ies). However, other than said roads and/or bridges and utilities approved by the Grantee, nothing of a permanent nature or character shall be erected or constructed by the Grantor upon said permanent right(s) of way or easement(s).

4. All temporary right(s) of way shall cease and terminate upon the completion of the construction and installation of the proposed public improvement herein.

5. The Grantor agrees that he/she/they will not do or cause to be done directly or indirectly, any damage or interference with said sewers or force mains and appurtenances, or to remove earth so as to leave said sewers or force mains and appurtenances nearer the surface than when laid, or in any way interfere with or disturb the grade of the soil as completed by the Grantee and the said sewers, force mains and appurtenances shall at all times be and remain the property of the Grantee under its unconditional control and supervision.

6. It is further agreed that the aforesaid consideration shall be in full payment for any and all damages, direct and consequential, sustained by the Grantor for the granting of said right(s) of way and easement(s), including, but not limited, to the land and/or planting within the boundaries of the right(s) or way and easement(s) described herein by reason of construction and installation of said sewers, force mains and appurtenances thereto and for any and all damages to said land and/or planting resulting from the entry thereon by said Grantee, its officers, employees, contractors and workmen, either on foot, by equipment or vehicle, for the performance of said work.

7. Upon completion of the construction and installation of the proposed improvements herein, as well as after any subsequent repair, replacement, and/or reconstruction of any such work, if any, it is understood and agreed that the surfaces and the terrain of all right(s) of way and easement(s) shall be restored and reconstructed promptly by the Grantee, or its contractors at the sole cost and expense of said Grantee.

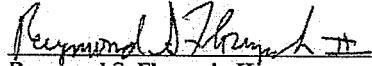
8. It is further understood and agreed that by the execution of this instrument, the Grantor grants to the Grantee, its officers, agents, employees, contractors and workmen, the immediate right to enter upon the premises described herein for the purpose of making preliminary plans, soil studies, borings and construction of the work and/or project without being liable for trespass. This right of entry shall in no way waive or release any rights the Grantor may have for any claim for damages resulting from the acquisition of land or right(s) of way and easement(s).

9. The Grantor agrees to convey the aforementioned premises free and clear of any and all liens and encumbrances, and to warrant the title to said premises, except for any easements or restrictions of record.

[Remainder of this page left intentionally blank; signature page follows]

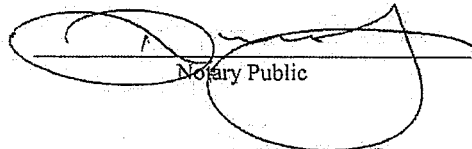
IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

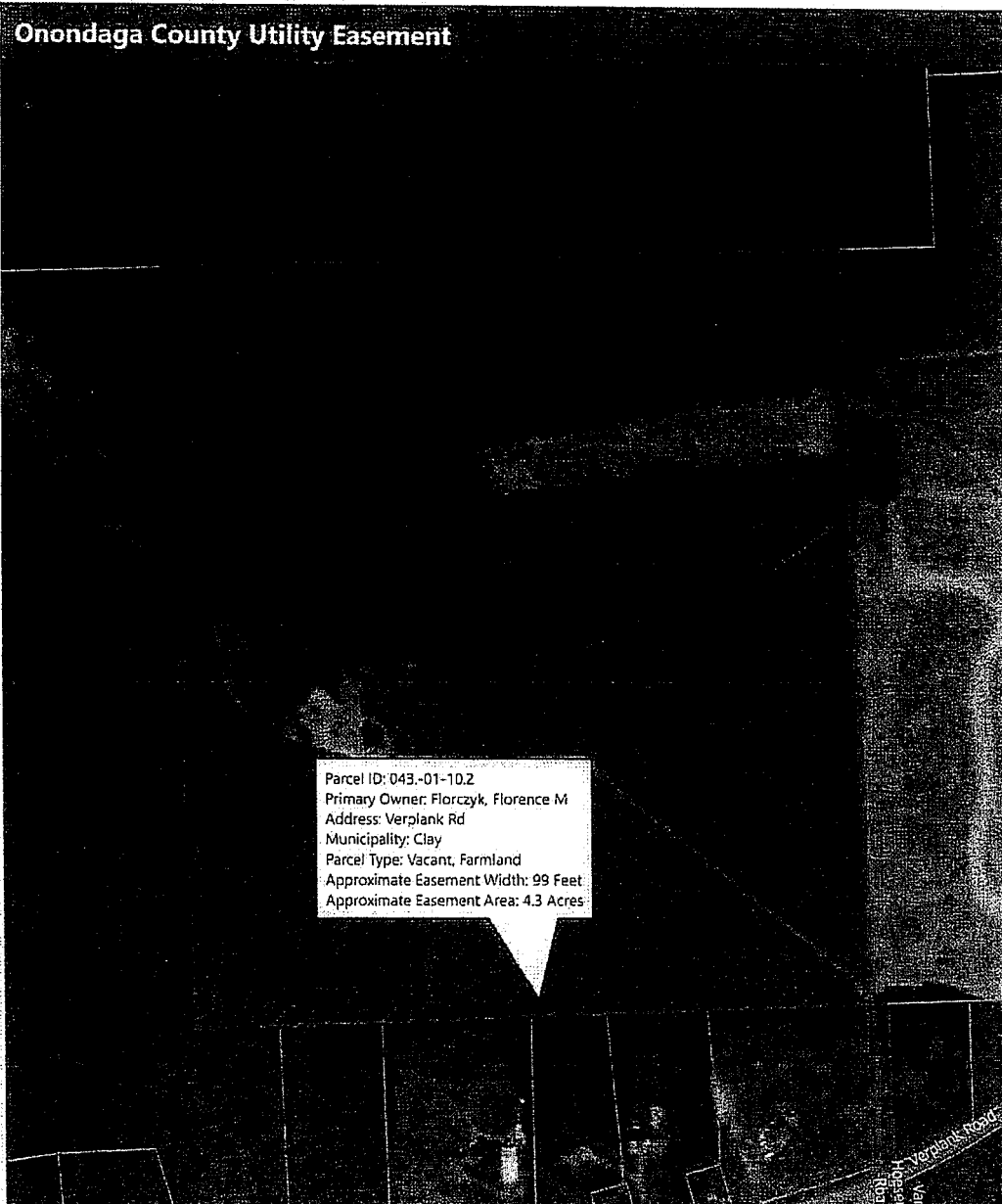

Raymond S. Florczyk, II

STATE OF NEW YORK }
 } ss.:
COUNTY OF ONONDAGA }

On the 15th day of February in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Raymond S. Florczyk, II**, 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.


Notary Public
ROBERT S. WALCZEK, JR.
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONONDAGA COUNTY
NO. 476618
MY COMMISSION EXPIRES APRIL 30, 2026

Onondaga County Utility Easement



Parcel ID: 043-01-10.2
Primary Owner: Florczyk, Florence M
Address: Verplank Rd
Municipality: Clay
Parcel Type: Vacant, Farmland
Approximate Easement Width: 99 Feet
Approximate Easement Area: 4.3 Acres

Onondaga County Utility Easement

Map of Onondaga County, New York

Legend

-  Onondaga County Utility Easement
-  Property Boundaries
-  Property of Interest

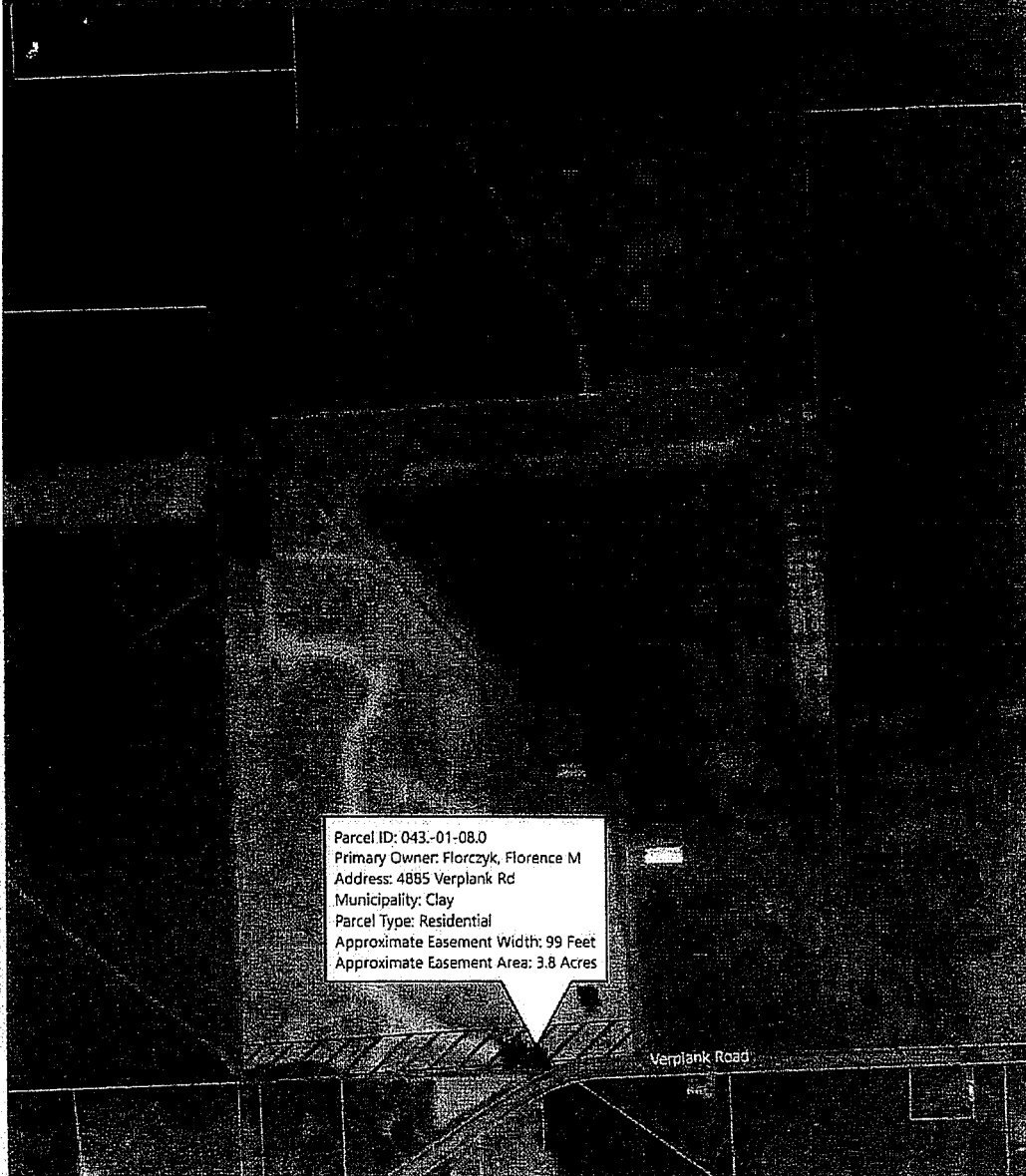


0 125 250 500
US Feet

EDR

Prepared August 11, 2015
Based on Esri World Imagery map version

Onondaga County Utility Easement



Parcel ID: 043-01-08.0
Primary Owner: Florczyk, Florence M
Address: 4885 Verplank Rd
Municipality: Clay
Parcel Type: Residential
Approximate Easement Width: 99 Feet
Approximate Easement Area: 3.8 Acres

Onondaga County Utility Easement

Onondaga County, New York

Legend

-  Onondaga County Utility Easement
-  Property Boundaries
-  Property of Interest



0 125 250 500
US Feet

Prepared August 11, 2025
Bureau of Esri World Imagery map service

EDR

15

125.50

ASSIGNMENT OF RIGHT OF WAY AND EASEMENT

THIS ASSIGNMENT OF RIGHT OF WAY AND EASEMENT (this "Agreement") dated as of September __, 2026 ("Effective Date"), between Micron New York Semiconductor Manufacturing LLC, a Delaware limited liability company authorized to transact business in the State of New York, having an office at 8000 South Federal Way, Boise, Idaho 83716 ("Assignor"), and Onondaga County Water Redevelopment Corporation, a local development corporation organized and existing under the laws of the State of New York, having its principal office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 ("Assignee").

WITNESSETH:

WHEREAS, Assignee was established by the County of Onondaga, New York ("County") as a special not-for-profit local development corporation on April 3, 2024; and

WHEREAS, the County had previously undertaken the planning and procurement of the advanced industrial treatment train ("ITT") facilities, associated conveyance, utilities and supporting infrastructure at the Oak Orchard Wastewater Treatment Plant ("Project"); and

WHEREAS, the County has transferred responsibility for the Project to Assignee to facilitate the advancement and development of the Project; and

WHEREAS, Assignor was granted, and continues to hold, certain real property interests in the form of multiple rights of way and easements ("Project Easements") over numerous parcels of land in the general vicinity of the Project, which rights of way and easements are critical to Assignee's advancement and development of the Project; and

WHEREAS, Assignee has requested, and Assignor has agreed, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to all such Project Easements; and

WHEREAS, to the extent such Project Easements currently encumber parcels of land owned in fee simple by different parties, Assignor and Assignee shall enter into a separate form of Assignment of Right of Way and Easement for the assignment of each of the Project Easements.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, grants, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, free and clear of any liens and encumbrances, all of Assignor's right, title and interest with respect to that certain Right of Way and Easement dated February 17, 2026, by and between SSO Holdings, LLC and Assignor, and recorded with the Onondaga County Clerk on February 19, 2026 as Instrument Number 2026-00005832 ("Easement"). A recorded copy of the Easement is attached hereto as Schedule A and made a part hereof.

2. Assignee hereby accepts the foregoing sale, grant, assignment, conveyance and transfer of Assignor's right, title and interest in the Easement. Assignee hereby assumes and agrees to pay, perform, observe, discharge and otherwise be bound by all of the duties and obligations of Assignor under the Easement from and after the Effective Date. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless and defend Assignor of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignee occurring or alleged to have occurred from and after the Effective Date.

3. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless and defend Assignee from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

4. Each of Assignor and Assignee agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated hereby, and all prior or other agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6. All of the covenants, terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

MICRON NEW YORK SEMICONDUCTOR
MANUFACTURING LLC, a Delaware limited
liability company

By: _____
Name:
Title:

ASSIGNEE:

ONONDAGA COUNTY WATER
REDEVELOPMENT CORPORATION, a local
development corporation organized and existing
under the laws of the State of New York

By: _____
Name:
Title:

STANDARD LEGAL ACKNOWLEDGEMENT

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

* * * * *

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Schedule A

Right of Way and Easement

(attached)

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

JPS

Onondaga County Clerk Recording Cover Sheet

Received From :
HANCOCK ESTABROOK
1800 AXA TW 1
100 MADISON ST
SYRACUSE, NY 13202

Return To :
HANCOCK ESTABROOK
1800 AXA TW 1
100 MADISON ST
SYRACUSE, NY 13202

First PARTY 1

SSO HOLDINGS LLC

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2026-00005832

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$95.50

Recording Pages : 10

THIS IS NOT A BILL

The Property affected by this instrument is situated in Clay, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 6991

Deed Amount : \$150,000.00

RETT Amount : \$600.00

Total Fees : \$695.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 02/19/2026

At (Recorded Time) : 2:52:16 PM



Doc ID - 061551850010

Emily Essi Bersani

Emily Essi Bersani, County Clerk



This sheet constitutes the Clerk's endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: PHABER Printed On: 02/19/2026 At: 2:52:16 PM

RIGHT OF WAY AND EASEMENT

THIS INDENTURE, made this 11th day of February, 2026 by and between **SSO Holdings, LLC**, a New York limited liability company with an address of 6259 Route 31, Cicero, New York 13039 and its successors and assigns (hereinafter referred to as "Grantor"), and **Micron New York Semiconductor Manufacturing LLC**, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, (hereinafter referred to as "Grantee").

WITNESSETH

1. That Grantor, in consideration of the payment of the sum of One and 00/100th Dollar (\$1.00) paid by the Grantee, receipt of which is hereby acknowledged, does hereby release, grant and convey unto the Grantee, it successors and assigns, (a) permanent right(s) of way and easement(s) together with (b) temporary right(s) of way, on, over, in, under and across the premises of the Grantor hereinafter described, to construct, reconstruct, lay, relay, repair and forever maintain and operate on, over, in, under and across said hereinafter described tract or parcel of land wastewater line easement(s) consisting of one or more sewers and/or force mains, and structures and appurtenances thereto, and to make such connections and openings with the same and repair, relay and/or remove the same as may be necessary and desirable, and to make such excavations and to perform such work and inspection thereon as may be necessary or proper according to the plans and decisions of the Grantee, its successors and assigns.

2. Grantor's property is situate in the Town of Clay and County of Onondaga, New York and further described in those certain deeds dated December 18, 2015 and recorded in the Onondaga County Clerk's Office on December 29, 2015 as Instrument No. 2015-00046195 (Book 5355, page 713) and Instrument No. 2015-00046196 (Book 5355, page 716). Said permanent right(s) of way and easement(s) together with temporary right(s) of way, if any, shall consist of the portion of Grantor's property depicted and described on Exhibit A attached hereto and made a part hereof ("Easement Area"). The final and definitive location of which shall become established by and upon the final installation and erection of the facilities and equipment installed by the Grantee for the wastewater line(s) within the Easement Area.

3. Grantor also conveys to Grantee the rights of ingress and egress to, over and from said permanent and temporary right(s) of way and easement(s) for all purposes herein set forth and incidental thereto, including the right from time to time, to trim, cut and/or remove brush, trees and other physical obstructions thereon; reserving to the Grantor, however, all proprietary rights with respect to the premises and the right to fully use and enjoy same for all purposes not interfering or inconsistent with the right(s) of way and easement(s) so granted. The Grantor shall have the absolute right in perpetuity to cross said lands covered by this right(s) of way and the easement(s) for the purposes of ingress and egress, including the right to build roads and/or bridges across said land(s) and to have the right in perpetuity to use said roads and/or bridges, provided that prior to the installation of said roads and/or bridges, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said roads and/or bridges, such approval not to be unreasonably withheld. With respect to utilities, the Grantor shall have the right to install additional utilities in the easement area, provided that prior to the installation

of said utilities, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said utilities, such approval not to be unreasonably withheld. Grantee approvals for utilities may include but are not limited to, Grantor obtaining a use and occupancy permit by the applicable county, local, state and/or federal agency(ies). However, other than said roads and/or bridges and utilities approved by the Grantee, nothing of a permanent nature or character shall be erected or constructed by the Grantor upon said permanent right(s) of way or easement(s).

4. All temporary right(s) of way shall cease and terminate upon the completion of the construction and installation of the proposed public improvement herein.

5. The Grantor agrees that he/she/they will not do or cause to be done directly or indirectly, any damage or interference with said sewers or force mains and appurtenances, or to remove earth so as to leave said sewers or force mains and appurtenances nearer the surface than when laid, or in any way interfere with or disturb the grade of the soil as completed by the Grantee and the said sewers, force mains and appurtenances shall at all times be and remain the property of the Grantee under its unconditional control and supervision.

6. It is further agreed that the aforesaid consideration shall be in full payment for any and all damages, direct and consequential, sustained by the Grantor for the granting of said right(s) of way and easement(s), including, but not limited, to the land and/or planting within the boundaries of the right(s) or way and easement(s) described herein by reason of construction and installation of said sewers, force mains and appurtenances thereto and for any and all damages to said land and/or planting resulting from the entry thereon by said Grantee, its officers, employees, contractors and workmen, either on foot, by equipment or vehicle, for the performance of said work.

7. Upon completion of the construction and installation of the proposed improvements herein, as well as after any subsequent repair, replacement, and/or reconstruction of any such work, if any, it is understood and agreed that the surfaces and the terrain of all right(s) of way and easement(s) shall be restored and reconstructed promptly by the Grantee, or its contractors at the sole cost and expense of said Grantee.

8. Grantee, at its sole cost and expense, will comply with all applicable federal, state and local laws, regulations and ordinances governing hazardous or toxic materials, wastes, substances and pollutants (collectively, "Hazardous Materials"). Grantee will not permit the emission, release, discharge or disposal of Hazardous Materials on the Property. In the event of any emission, discharge or release of Hazardous Materials, Grantee will promptly undertake all environmental remediation required by applicable law.

9. Grantee agrees to defend, indemnify, and save and hold harmless Grantor and any successor in interest to Grantor's interest in the Property, and each of their affiliates, officers, directors, members, managers, employees and agents (collectively, the "Indemnified Parties") from and against any and all losses, damages, claims, liabilities, expenses, and costs (including reasonable attorneys' fees) incurred by an Indemnified Party and to the extent resulting from or arising out of the Grantee's use of the Easement Area and the construction and operation of improvements thereon by the Grantee, including without limitation (i) damage to property or injury

to persons, (ii) violation of laws or permits by Grantee or its contractors, (iii) the presence of Hazardous Materials introduced by Grantee or its contractors, and (iv) any negligent or intentional act or omission of Grantee or its contractors.

10. It is further understood and agreed that by the execution of this instrument, the Grantor grants to the Grantee, its officers, agents, employees, contractors and workmen, the immediate right to enter upon the premises described herein for the purpose of making preliminary plans, soil studies, borings and construction of the work and/or project without being liable for trespass. This right of entry shall in no way waive or release any rights the Grantor may have for any claim for damages resulting from the acquisition of land or right(s) of way and easement(s).

11. The Grantor agrees to convey the aforementioned premises free and clear of any and all liens and encumbrances, and to warrant the title to said premises, except for any easements or restrictions of record.

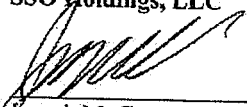
12. In the event Grantee fails to commence any activity in the Easement Area related to the installation of the wastewater lines, sewers, force mains, structures or appurtenances in support thereof prior to the date which is the tenth anniversary of the date of this Right of Way then this Easement and the rights conveyed to Grantee herein shall terminate.

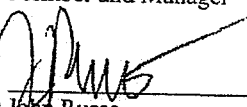
[Remainder of this page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

GRANTOR:

SSO Holdings, LLC

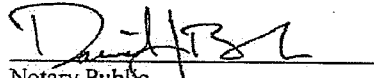
By: 
Name: Joseph M. Grosso
Title: Member and Manager

By: 
Name: John Russo
Title: Member and Manager

STATE OF NEW YORK }
COUNTY OF ONONDAGA } ss.:

On the 17th day of February in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph M. Grosso**, 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.

DANIEL J. BARNAGA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 02/17/27
10/16/26


Notary Public

STATE OF NEW YORK }
COUNTY OF ONONDAGA } ss.:

On the 17th day of February in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **John Russo**, 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.

DANIEL J. BARNAGA
Notary Public, State of New York
Qualified in Onondaga County
My Commission Expires 02/17/27
10/16/26

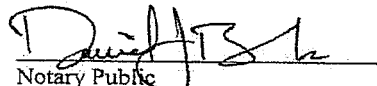

Notary Public

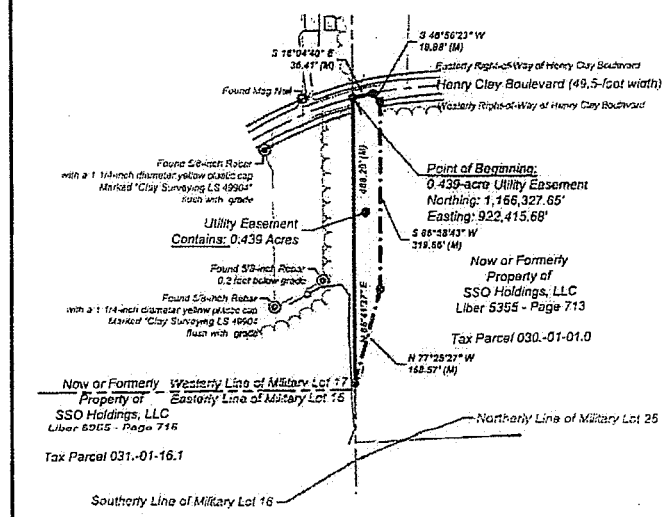
EXHIBIT A
EASEMENT AREA
SURVEY MAPS
&
DESCRIPTIONS

Legend:

- Property Line
- Proposed Easement Line
- Adjoiner Deed Line
- Centerline of Road
- Military Lot Line
- Remnant Barbed Wire Fence
- Chain Link Fence
- Found Iron (Pipe, Rebar, et cetera)
- Found Concrete Highway Monument
- Point Not Monumented
- Measured Distance (M)
- Easement Area

General Notes:

- The survey on which this map is based is referenced horizontally to the North American Datum of 1983, 2011 adjustment (NAD83/2011), projected on the New York State Plane Coordinate System (Central Zone).
- North arrow as shown indicates Grid North referenced to NAD83/2011, projected on the New York State Plane Coordinate System (Central Zone).
- The reference horizontal control station is a GPS Continuously Operating Reference Station (CORS) designated as "North Syracuse CORS ARP" (NYNS). NYNS is a horizontal and vertical Control Station established by the New York State Department of Transportation and last adjusted by the National Geodetic Survey in June 2019.
- RTK GNSS surveying techniques were utilized to determine the coordinates and elevations of the primary on-site horizontal and vertical control points.
- This survey was completed without the benefit of an abstract of title and is subject to the facts that may be disclosed therein.
- The surveyed premises may be affected by encumbrances that are unknown to the undersigned surveyor. The users of this survey map should verify the title with competent title examiners.
- The surveyed parcel is subject to all covenants, easements, and restrictions of record, if any.
- The information shown hereon is based on an instrument survey completed on September 30, 2024.



Property of
SSO Holdings, LLC
Utility Easement

Contains: 0.439 Acres

All that tract or parcel of land situate in the Town of Clay, County of Onondaga, State of New York, being a portion of Military Lot 25, and being more precisely described as follows:

Beginning at the intersection of the center of Henry Clay Boulevard (49.5-foot width) with the northerly line of Military Lot 25, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,166,327.65 feet North and 922,415.68 feet East;

thence South 16 degrees 04 minutes 40 seconds East, along the center of Henry Clay Boulevard, a distance of 35.41 feet to a point;

thence through a parcel of land conveyed by Group One Development, LLC to SSO Holdings, LLC by Deed dated December 18, 2015 and recorded in the Onondaga County Clerk's Office on December 29, 2015 in Liber 5355 of deeds at Page 713, the following three courses and distances:

1. South 46 degrees 58 minutes 23 seconds West a distance of 18.88 feet to a point;
2. South 66 degrees 58 minutes 43 seconds West a distance of 319.66 feet to a point;
3. North 77 degrees 28 minutes 27 seconds West a distance of 158.57 feet to a point on the northerly line of Military Lot 25;

thence North 86 degrees 41 minutes 37 seconds East, along the northerly line of Military Lot 25, a distance of 488.29 feet to the Point of Beginning.

To contain 0.439 acres of land, more or less.

Subject to the rights of the public to and within the right-of-way of Henry Clay Boulevard.

The above described parcel of land is intended to be a portion of the same premises conveyed by Group One Development, LLC to SSO Holdings, LLC by Deed dated December 18, 2015 and recorded in the Onondaga County Clerk's Office on December 29, 2015 in Liber 5355 of Deeds at Page 713.

The above mentioned coordinates, bearings, and distances are referenced to the North American Datum of 1983, 2011 adjustment (NAD83/2011), projected on the New York State Plane Coordinate System (Central Zone).

Sheet 2 of 2

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Micron Industrial Wastewater Line Easement Exhibit	SCALE: 1"=200'	PROJECT NUMBER: 4483-12-22	DATE: 10.24.2024
Lands of SSO Holdings, LLC Tax Parcel 030.-01-01.0	Thew Associates LAND SURVEYORS P.O. Box 483 6411 US Highway 15 Canton, New York 13617 T: 315/358-2775 F: 315/358-1619		
Town of Clay County of Onondaga State of New York	9478 River Road Matty, New York 13402 T: 315/733-7278 F: 315/737-1957		

Property of
SSO Holdings, LLC
Utility Easement

Contains: 4.077 Acres

All that tract or parcel of land situate in the Town of Clay, County of Onondaga, State of New York, being a portion of Military Lots 16 and 17, and being more precisely described as follows:

Beginning at the intersection of the center of Henry Clay Boulevard (49.5-foot width) with the southerly line of Military Lot 17, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,166,327.65 feet North and 922,415.68 feet East;

thence South 86 degrees 41 minutes 37 seconds West, along the southerly line of Military Lots 16 and 17, a distance of 1,983.50 feet to a 5/8-inch rebar (extending 0.1 feet above grade) found on the easterly line of Onondaga County Department of WEP, said course passing over a 3/4-inch iron pipe (extending 0.1 feet above grade) found at a distance of 1,697.46 feet;

thence North 03 degrees 01 minutes 57 seconds West, along the easterly line of the Onondaga County Department of WEP, a distance of 99.00 feet to a point;

thence through a parcel of land conveyed by John Russo and Joseph M. Grosso to SSO Holdings, LLC by deed dated December 18, 2015 and recorded in the Onondaga County Clerk's Office on December 29, 2015 in Liber 5355 of Deeds at Page 716, the following two courses and distances:

1. North 86 degrees 41 minutes 37 seconds East a distance of 1,508.50 feet to a point;
2. South 77 degrees 28 minutes 27 seconds East a distance of 158.82 feet to a 5/8-inch rebar (0.2 feet below grade) found at the southwesterly corner of a parcel of land conveyed by Arthur E. Madison as Executor of the Estate of Arthur E. Madison to Frank and Patricia Ruggiero by Deed dated July 22, 2021 and recorded in the Onondaga County Clerk's Office on August 11, 2021 as Instrument No. 2021-00038331;

thence North 86 degrees 58 minutes 43 seconds East, along the southerly line of Frank and Patricia Ruggiero, a distance of 296.27 feet to a point in the center of Henry Clay Boulevard;

thence South 20 degrees 24 minutes 48 seconds East, along the center of Henry Clay Boulevard, a distance of 53.85 feet to the Point of Beginning.

To contain 4.077 acres of land, more or less.

Subject to the rights of the public to and within the right-of-way of Henry Clay Boulevard.

The above described parcel of land is intended to be a portion of the same premises conveyed by John Russo and Joseph M. Grosso to SSO Holdings, LLC by deed dated December 18, 2015 and recorded in the Onondaga County Clerk's Office on December 29, 2015 in Liber 5355 of Deeds at Page 716.

The above mentioned coordinates, bearings, and distances are referenced to the North American Datum of 1983, 2011 adjustment (NAD83/2011), projected on the New York State Plane Coordinate System (Central Zone).

Sheet 2 of 2

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Micron Industrial Wastewater Line Easement Exhibit	SCALE 1"=200'	PROJECT NUMBER: 4483-12-22	DATE 10.24.2024
Lands of SSO Holdings, LLC Tax Parcel 031.-01-16.1	P.O. Box 453 6431 US Highway 21 Canastota, New York 13617 T: 315/265-2216 L: 315/265-2012	Thew Associates LAND SURVEYORS	

6479 River Road
Macedo, New York 13403
T: 315/265-2216
F: 315/297-1957

14

120.50

ASSIGNMENT OF RIGHT OF WAY AND EASEMENT

THIS ASSIGNMENT OF RIGHT OF WAY AND EASEMENT (this "Agreement") dated as of September __, 2026 ("Effective Date"), between Micron New York Semiconductor Manufacturing LLC, a Delaware limited liability company authorized to transact business in the State of New York, having an office at 8000 South Federal Way, Boise, Idaho 83716 ("Assignor"), and Onondaga County Water Redevelopment Corporation, a local development corporation organized and existing under the laws of the State of New York, having its principal office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 ("Assignee").

WITNESSETH:

WHEREAS, Assignee was established by the County of Onondaga, New York ("County") as a special not-for-profit local development corporation on April 3, 2024; and

WHEREAS, the County had previously undertaken the planning and procurement of the advanced industrial treatment train ("ITT") facilities, associated conveyance, utilities and supporting infrastructure at the Oak Orchard Wastewater Treatment Plant ("Project"); and

WHEREAS, the County has transferred responsibility for the Project to Assignee to facilitate the advancement and development of the Project; and

WHEREAS, Assignor was granted, and continues to hold, certain real property interests in the form of multiple rights of way and easements ("Project Easements") over numerous parcels of land in the general vicinity of the Project, which rights of way and easements are critical to Assignee's advancement and development of the Project; and

WHEREAS, Assignee has requested, and Assignor has agreed, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to all such Project Easements; and

WHEREAS, to the extent such Project Easements currently encumber parcels of land owned in fee simple by different parties, Assignor and Assignee shall enter into a separate form of Assignment of Right of Way and Easement for the assignment of each of the Project Easements.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, grants, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, free and clear of any liens and encumbrances, all of Assignor's right, title and interest with respect to that certain Right of Way and Easement dated October 1, 2024, by and between Timpano's Trucking Inc. and Assignor with the consent of ELP Clay Storage LLC, and recorded with the Onondaga County Clerk on October 14, 2024 as Instrument Number 2024-00032693 ("Easement"). A recorded copy of the Easement is attached hereto as Schedule A and made a part hereof.

2. Assignee hereby accepts the foregoing sale, grant, assignment, conveyance and transfer of Assignor's right, title and interest in the Easement. Assignee hereby assumes and agrees to pay, perform, observe, discharge and otherwise be bound by all of the duties and obligations of Assignor under the Easement from and after the Effective Date. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless and defend Assignor of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignee occurring or alleged to have occurred from and after the Effective Date.

3. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless and defend Assignee from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

4. Each of Assignor and Assignee agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated hereby, and all prior or other agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6. All of the covenants, terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

MICRON NEW YORK SEMICONDUCTOR
MANUFACTURING LLC, a Delaware limited
liability company

By: _____
Name:
Title:

ASSIGNEE:

ONONDAGA COUNTY WATER
REDEVELOPMENT CORPORATION, a local
development corporation organized and existing
under the laws of the State of New York

By: _____
Name:
Title:

STANDARD LEGAL ACKNOWLEDGEMENT

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

* * * * *

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Schedule A

Right of Way and Easement

(attached)

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
BRADT LUCIANI

Return To :
HANCOCK & ESTABROOK
1800 AXA TOWER 1
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

TIMPANOS TRUCKING INC

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2024-00032693

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$90.50

Recording Pages : 9

The Property affected by this instrument is situated in Clay, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 2700

Deed Amount : \$22,000.00

RETT Amount : \$88.00

Total Fees : \$178.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 10/14/2024

At (Recorded Time) : 11:20:12 AM



Doc ID - 056924920009

Emily Essi Bersani

Emily Essi Bersani, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: JSTANISTREET Printed On : 10/14/2024 At : 11:21:32AM

8

RIGHT OF WAY AND EASEMENT

THIS INDENTURE (this "Agreement"), made this 1st day of October, 2024 by and between **Timpano's Trucking Inc.** with an address of 100 Valley Road Liverpool, New York 13088 and its successors and assigns (hereinafter referred to as "Grantor") and **Micron New York Semiconductor Manufacturing LLC**, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, (hereinafter referred to as "Grantee").

WITNESSETH

1. That Grantor, in consideration of the payment of the sum of Twenty Two Thousand and 00/100th Dollars (\$22,000.00) paid by the Grantee, receipt of which is hereby acknowledged, does hereby release, grant and convey unto the Grantee, its successors and assigns, (a) permanent right(s) of way and easement(s) (the "Easement") on, over, in, under and across the premises of the Grantor described in Exhibit A ("Easement Area"), together with (b) temporary right(s) of way, on, over, in, under and across the Easement Area, to construct, reconstruct, lay, relay, repair and forever maintain and operate on, over, in, under and across said hereinafter described Easement Area wastewater line(s) consisting of one or more sewers and/or force mains, and structures and appurtenances thereto, and to make such connections and openings with the same and repair, relay and/or remove the same as may be necessary and desirable, and to make such excavations and to perform such work and inspection thereon as may be necessary or proper according to the plans and decisions of the Grantee, its successors and assigns.

2. Grantor's property is situate in the Town of Clay and County of Onondaga, New York and further described in that certain deed dated February 22, 2021, and recorded in the **Onondaga County Clerk's Office on March 3, 2021 as Instrument #2021-8890** ("Property"). The Easement Area shall consist of the portion of the Property 25 feet in width throughout its extent as approximately shown on Exhibit A attached hereto and made a part hereof. The final and definitive location of the Easement shall become established by and upon the final installation and erection of the facilities and equipment installed by the Grantee for the wastewater line(s) within the Easement Area.

3. Grantor also conveys to Grantee the rights of ingress and egress through the Easement Area to and from the Easement, for all purposes herein set forth and incidental thereto, including the right from time to time, to trim, cut and/or remove brush, trees and other physical obstructions within the Easement Area; reserving to the Grantor, however, all proprietary rights with respect to the Easement Area and the right to fully use and enjoy same for all purposes not interfering or inconsistent with the right(s) of way and easement(s) so granted. The Grantor shall have the absolute right in perpetuity to cross the Easement Area for the purposes of ingress and egress, including the right to build roads and/or bridges across said land(s) and to have the right in perpetuity to use said roads and/or bridges, provided that prior to the installation of said roads and/or bridges, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said roads and/or bridges, such approval not to be unreasonably withheld. With respect to utilities, the Grantor shall have the right to install additional utilities in the Easement Area, provided that prior to the installation of said utilities, Grantor submits to the

RTR, HANCOCK ESTABLISHMENT
1800 PAXA TOWER 1
SARACUS, NY 13202

Grantee and the Grantor reviews and approves of the plans and specifications for said utilities, such approval not to be unreasonably withheld. Grantee approvals for utilities may include but are not limited to, Grantor obtaining a use and occupancy permit by the applicable county, local, state and/or federal agency(ies). However, other than said roads and/or bridges and utilities approved by the Grantee, nothing of a permanent nature or character shall be erected or constructed by the Grantor within the Easement Area.

4. All temporary right(s) of way shall cease and terminate upon the completion of the construction and installation of the proposed public improvement herein.

5. The Grantor agrees that it will not do or cause to be done directly or indirectly, any damage or interference with said sewers or force mains and appurtenances, or to remove earth so as to leave said sewers or force mains and appurtenances nearer the surface than when laid, or in any way interfere with or disturb the grade of the soil as completed by the Grantee and the said sewers, force mains and appurtenances shall at all times be and remain the property of the Grantee under its unconditional control and supervision.

6. Grantee, at its sole cost and expense, will comply with all applicable federal, state and local laws, regulations and ordinances governing hazardous or toxic materials, wastes, substances and pollutants (collectively, "Hazardous Materials"). Grantee will not permit the emission, release, discharge or disposal of Hazardous Materials on the Property. In the event of any emission, discharge or release of Hazardous Materials, Grantee will promptly undertake all environmental remediation required by applicable law.

7. Grantee agrees to defend, indemnify, and save and hold harmless Grantor and any successor in interest to Grantor's interest in the Property, and each of their affiliates, officers, directors, members, managers, employees and agents (collectively, the "Indemnified Parties") from and against any and all losses, damages, claims, liabilities, expenses, and costs (including reasonable attorneys' fees) incurred by an Indemnified Party and to the extent resulting from or arising out of the Grantee's use of the Easement Area and the construction and operation of improvements thereon by the Grantee, including without limitation (i) damage to property or injury to persons, (ii) violation of laws or permits by Grantee or its contractors, (iii) the presence of Hazardous Materials introduced by Grantee or its contractors, and (iv) any negligent or intentional act or omission of Grantee or its contractors.

8. On and from the date on which Grantee or its officers, agents, employees, contractors or workmen first enter the Easement Area, Grantee shall procure and maintain, at its sole cost and expense, and shall cause any of its contractors performing work on the Property to procure and maintain, the policies of insurance described in Exhibit B attached hereto, and shall provide certificates to Grantor evidencing such coverage upon request.

9. Upon completion of the construction and installation of the proposed improvements herein, as well as after any subsequent repair, replacement, and/or reconstruction of any such work, if any, it is understood and agreed that the surfaces and the terrain of all right(s) of way and easement(s) shall be restored and reconstructed promptly by the Grantee, or its contractors, and all debris and trash removed, at the sole cost and expense of said Grantee.

10. It is further understood and agreed that by the execution of this instrument, the Grantor grants to the Grantee, its officers, agents, employees, contractors and workmen, the immediate right to enter upon the Easement Area for the purpose of making preliminary plans, soil studies, borings and construction of the work and/or project without being liable for trespass. This right of entry shall in no way waive or release any rights the Grantor may have for any claim for damages resulting from the acts or omissions of Grantee, its officers, agents, employees, contractors and workmen.

11. All notices, demands, requests, consents, waivers, approvals and other communications provided in connection with this Agreement will be made in writing and deemed given (i) upon the hand delivery thereof during business hours provided a receipt is obtained, (ii) upon the earlier of receipt or rejection after posting by certified mail, return receipt requested, postage charges prepaid, or (iii) on the next business day following delivery to an overnight delivery service, freight charges prepaid, in each case addressed or delivered to the respective parties at their respective addresses set forth below, or at such other addresses designated by a party by written notice provided in the manner set forth herein:

If to Grantor:
Timpano's Trucking Inc.
100 Valley Road
Liverpool, New York 13088

If to Grantee:
Micron New York Semiconductor Manufacturing LLC
8000 South Federal Way
Boise, Idaho 83716

12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement constitutes the entire written agreement between the parties hereto concerning the subject matter hereof, and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by both parties hereto. This Agreement may be signed in multiple counterparts, all of which shall constitute a single agreement.

[Remainder of this page left intentionally blank; signature page follows]

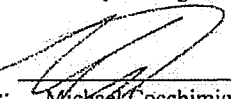
IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:
Timpano's Trucking Inc.

By: 
Michael Timpano, President

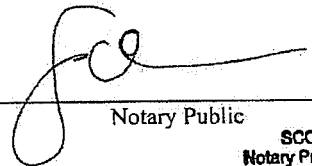
ELP Clay Storage LLC, a New York limited liability company with an address of 14 Arrow Street, Suite 22, Cambridge, MA 02138, as grantee of an option to acquire the Property pursuant to the terms and conditions of an Option to Purchase Agreement between Grantor and ELP Clay Storage LLC, hereby consents to this Right of Way and Easement.

ELP Clay Storage LLC

By: 
Name: Michael Cocchimiglio
Title: CEO & Head of Development

STATE OF NEW YORK }
 }
COUNTY OF ONONDAGA } ss.:

On the 1 day of ~~September~~^{October} in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael Timpano**, 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.



Notary Public
SCOTT A. LICKSTEIN
Notary Public-State of New York
No. 02114733888
Qualified in Onondaga County
Commission Expires August 31, 2026

STATE OF New Jersey }
 }
COUNTY OF Essex } ss.:

On the 19th day of September in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Cocchimiglio, 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.



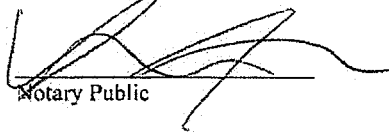
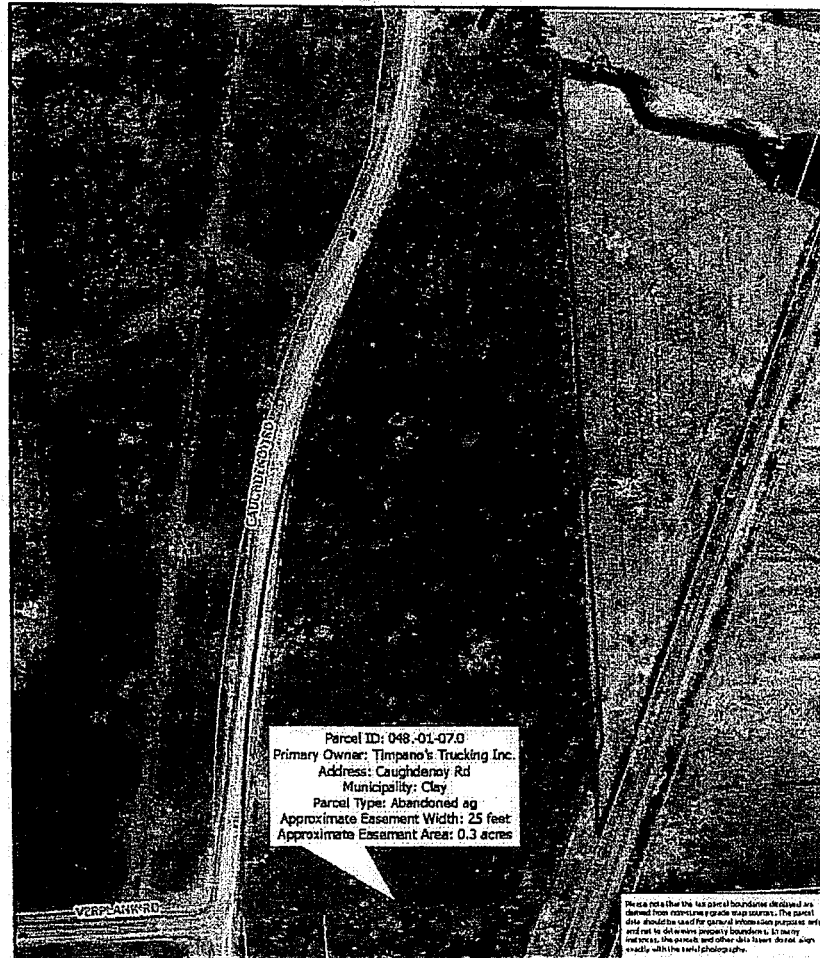

Notary Public

EXHIBIT A
EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 18 in the Town of Clay,
County of Onondaga, State of New York as depicted on the map attached hereto.



Utility Easement
Town of Clay,
Onondaga County,
New York

- ☒ Utility Easement
- ☐ Tax Parcel Boundaries
- ☐ Property of Interest

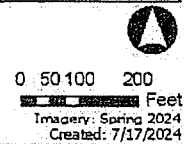


EXHIBIT B

INSURANCE REQUIREMENTS

1. Commercial general liability coverage with a limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and including contractual liability;
2. Automobile liability, including coverage for owned, non-owned and hired automobiles, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
3. Umbrella coverage of at least \$5,000,000 per occurrence;
4. Workers' compensation insurance as required by statute, and employer's liability of not less than \$1,000,000

Grantor and ELP Clay Storage LLC will be additional insureds under all policies other than the workers' compensation coverage. All policies will provide Grantor and ELP Clay Storage LLC with notice thirty days prior to termination, or ten days for non-payment of premium, and will include a waiver of subrogation. The required limits and or coverages shall be provided by the use of insurance, self-insurance reasonably acceptable to Grantor and ELP Clay Storage LLC, or a combination of both.

11

105.50

ASSIGNMENT OF RIGHT OF WAY AND EASEMENT

THIS ASSIGNMENT OF RIGHT OF WAY AND EASEMENT (this "Agreement") dated as of September __, 2026 ("Effective Date"), between Micron New York Semiconductor Manufacturing LLC, a Delaware limited liability company authorized to transact business in the State of New York, having an office at 8000 South Federal Way, Boise, Idaho 83716 ("Assignor"), and Onondaga County Water Redevelopment Corporation, a local development corporation organized and existing under the laws of the State of New York, having its principal office at 421 Montgomery Street, 14th Floor, Syracuse, New York 13202 ("Assignee").

WITNESSETH:

WHEREAS, Assignee was established by the County of Onondaga, New York ("County") as a special not-for-profit local development corporation on April 3, 2024; and

WHEREAS, the County had previously undertaken the planning and procurement of the advanced industrial treatment train ("ITT") facilities, associated conveyance, utilities and supporting infrastructure at the Oak Orchard Wastewater Treatment Plant ("Project"); and

WHEREAS, the County has transferred responsibility for the Project to Assignee to facilitate the advancement and development of the Project; and

WHEREAS, Assignor was granted, and continues to hold, certain real property interests in the form of multiple rights of way and easements ("Project Easements") over numerous parcels of land in the general vicinity of the Project, which rights of way and easements are critical to Assignee's advancement and development of the Project; and

WHEREAS, Assignee has requested, and Assignor has agreed, that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to all such Project Easements; and

WHEREAS, to the extent such Project Easements currently encumber parcels of land owned in fee simple by different parties, Assignor and Assignee shall enter into a separate form of Assignment of Right of Way and Easement for the assignment of each of the Project Easements.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, grants, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, free and clear of any liens and encumbrances, all of Assignor's right, title and interest with respect to that certain Right of Way and Easement dated February 2, 2024, by and between Wildflower Clay, L.P. and Assignor, and recorded with the Onondaga County Clerk on February 13, 2024 as Instrument Number 2024-00004745 ("Easement"). A recorded copy of the Easement is attached hereto as Schedule A and made a part hereof.

2. Assignee hereby accepts the foregoing sale, grant, assignment, conveyance and transfer of Assignor's right, title and interest in the Easement. Assignee hereby assumes and agrees to pay, perform, observe, discharge and otherwise be bound by all of the duties and obligations of Assignor under the Easement from and after the Effective Date. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless and defend Assignor of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignee occurring or alleged to have occurred from and after the Effective Date.

3. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless and defend Assignee from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Easement based upon or arising out of any breach of the Easement by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

4. Each of Assignor and Assignee agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated hereby, and all prior or other agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6. All of the covenants, terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

MICRON NEW YORK SEMICONDUCTOR
MANUFACTURING LLC, a Delaware limited
liability company

By: _____
Name:
Title:

ASSIGNEE:

ONONDAGA COUNTY WATER
REDEVELOPMENT CORPORATION, a local
development corporation organized and existing
under the laws of the State of New York

By: _____
Name:
Title:

STANDARD LEGAL ACKNOWLEDGEMENT

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

* * * * *

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

On the _____ day of _____, in the year 2026 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Schedule A

Right of Way and Easement

(attached)

Emily Essi, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
BLRPS

Return To :
HANCOCK & ESTABROOK
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First PARTY 1

WILDFLOWER CLAY LP

First PARTY 2

MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC

Index Type : Land Records

Instr Number : 2024-00004745

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$75.50

Recording Pages : 6

The Property affected by this instrument is situated in Clay, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 6545

Deed Amount : \$96,667.00

RETT Amount : \$388.00

Total Fees : \$463.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Onondaga
County, New York

On (Recorded Date) : 02/13/2024

At (Recorded Time) : 10:35:52 AM



Doc ID - 054429050006


Emily Essi, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

File Number: 2024-00004745 Seq: 1

Entered By: EKARALUNAS Printed On : 02/14/2024 At : 9:54:12AM

RIGHT OF WAY AND EASEMENT

THIS INDENTURE, made this 2nd day of February, 2024 by and between **Wildflower Clay, L.P.** with an address of 70 Pottstown Pike Suite 100, Chester Springs, PA 19425 and its successors and assigns (hereinafter referred to as "Grantor") and **Micron New York Semiconductor Manufacturing LLC**, a Delaware limited liability company authorized to do business in New York with an address of 8000 South Federal Way, Boise, Idaho 83716, (hereinafter referred to as "Grantee").

WITNESSETH

1. That Grantor, in consideration of the payment of the sum of One and 00/100th Dollar (\$1.00) paid by the Grantee, receipt of which is hereby acknowledged, does hereby release, grant and convey unto the Grantee, its successors and assigns, (a) permanent right(s) of way and easement(s) together with (b) temporary right(s) of way, on, over, in, under and across the premises of the Grantor hereinafter described, to construct, reconstruct, lay, relay, repair and forever maintain and operate on, over, in, under and across said hereinafter described tract or parcel of land wastewater line easement(s) consisting of one or more sewers and/or force mains, and structures and appurtenances thereto, and to make such connections and openings with the same and repair, relay and/or remove the same as may be necessary and desirable, and to make such excavations and to perform such work and inspection thereon as may be necessary or proper according to the plans and decisions of the Grantee, its successors and assigns.

2. Grantor's property is situate in the Town of Clay and County of Onondaga, New York and further described in that certain deed dated September 4, 2015, and recorded in the Onondaga County Clerk's Office on September 11, 2015, in Book 5340 of Deeds, Page 433. Said permanent right(s) of way and easement(s) together with temporary right(s) of way, if any, shall consist of the portion of Grantor's property 99 feet in width throughout its extent as approximately shown on Exhibit A attached here to and made a part hereof. The final and definitive location of which shall become established by and upon the final installation and erection of the facilities and equipment installed by the Grantee for the wastewater line(s) in substantial compliance with Exhibit A, attached hereto.

3. Grantor also conveys to Grantee the rights of ingress and egress to, over and from said permanent and temporary right(s) of way and easement(s) for all purposes herein set forth and incidental thereto, including the right from time to time, to trim, cut and/or remove brush, trees and other physical obstructions thereon; reserving to the Grantor, however, all proprietary rights with respect to the premises and the right to fully use and enjoy same for all purposes not interfering or inconsistent with the right(s) of way and easement(s) so granted. The Grantor shall have the absolute right in perpetuity to cross said lands covered by this right(s) of way and the easement(s) for the purposes of ingress and egress, including the right to build roads and/or bridges across said land(s) and to have the right in perpetuity to use said roads and/or bridges, provided that prior to the installation of said roads and/or bridges, Grantor submits to the Grantee

and the Grantee reviews and approves of the plans and specifications for said roads and/or bridges, such approval not to be unreasonably withheld. With respect to utilities, the Grantor shall have the right to install additional utilities in the easement area, provided that prior to the installation of said utilities, Grantor submits to the Grantee and the Grantee reviews and approves of the plans and specifications for said utilities, such approval not to be unreasonably withheld. Grantee approvals for utilities may include but are not limited to, Grantor obtaining a use and occupancy permit by the applicable county, local, state and/or federal agency(ies). However, other than said roads and/or bridges and utilities approved by the Grantee, nothing of a permanent nature or character shall be erected or constructed by the Grantor upon said permanent right(s) of way or easement(s).

4. All temporary right(s) of way shall cease and terminate upon the completion of the construction and installation of the proposed public improvement herein.

5. The Grantor agrees that he/she/they will not do or cause to be done directly or indirectly, any damage or interference with said sewers or force mains and appurtenances, or to remove earth so as to leave said sewers or force mains and appurtenances nearer the surface than when laid, or in any way interfere with or disturb the grade of the soil as completed by the Grantee and the said sewers, force mains and appurtenances shall at all times be and remain the property of the Grantee under its unconditional control and supervision.

6. It is further agreed that the aforesaid consideration shall be in full payment for any and all damages, direct and consequential, sustained by the Grantor for the granting of said right(s) of way and easement(s), including, but not limited, to the land and/or planting within the boundaries of the right(s) or way and easement(s) described herein by reason of construction and installation of said sewers, force mains and appurtenances thereto and for any and all damages to said land and/or planting resulting from the entry thereon by said Grantee, its officers, employees, contractors and workmen, either on foot, by equipment or vehicle, for the performance of said work.

7. Upon completion of the construction and installation of the proposed improvements herein, as well as after any subsequent repair, replacement, and/or reconstruction of any such work, if any, it is understood and agreed that the surfaces and the terrain of all right(s) of way and easement(s) shall be restored and reconstructed promptly by the Grantee, or its contractors at the sole cost and expense of said Grantee.

8. It is further understood and agreed that by the execution of this instrument, the Grantor grants to the Grantee, its officers, agents, employees, contractors and workmen, the immediate right to enter upon the premises described herein for the purpose of making preliminary plans, soil studies, borings and construction of the work and/or project without being liable for trespass. This right of entry shall in no way waive or release any rights the Grantor may have for any claim for damages resulting from the acquisition of land or right(s) of way and easement(s).

9. The Grantor agrees to convey the aforementioned premises free and clear of any and all liens and encumbrances, and to warrant the title to said premises, except for any easements or restrictions of record.

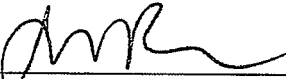
[Remainder of this page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

Wildflower Clay, L.P.

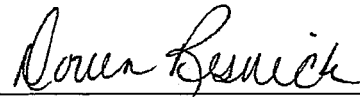
By: Sutton Woods Capital, Inc., Sole General Partner

By: 
John R. Bachich, President

STATE OF PENNSYLVANIA }

COUNTY OF Chester } ss.:

On the 2nd day of February in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **John R. Bachich**, 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.


Notary Public

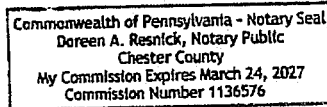
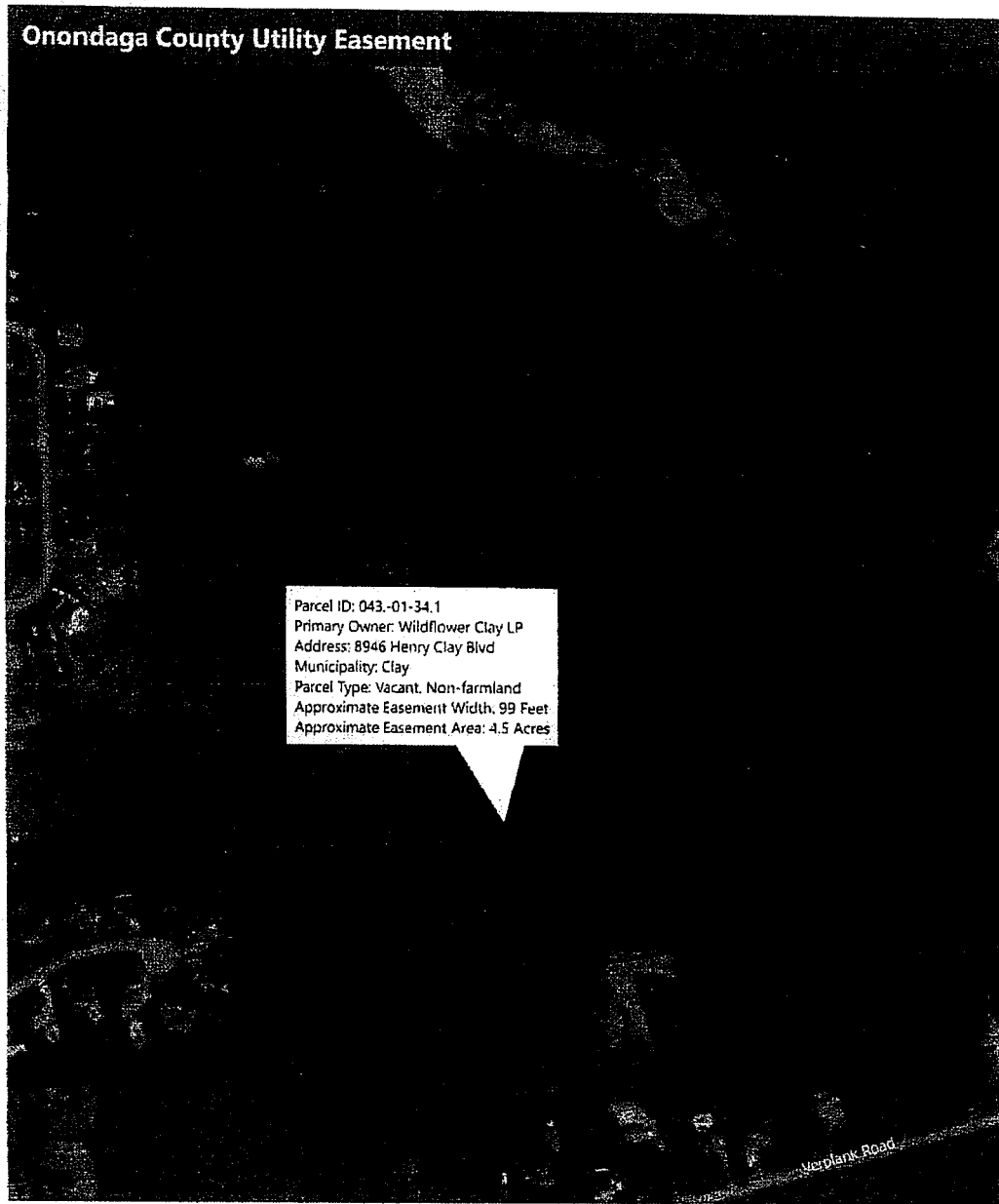


EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND being part of Farm Lot 17 in the Town of Clay,
County of Onondaga, State of New York as depicted on the map attached hereto.



Onondaga County Utility Easement

Onondaga County, New York
2024-00004745

Legend

- Onondaga County Utility Easement
- Property boundaries
- Property of Interest



0 125 250 500
Feet

Map Date: 11/11/2024
Source: Esri, World Imagery, Mapbox

EDR