

**Saranac River Trail Greenway  
Trail Adoption**

**Memorandum of Understanding  
January 24, 2019**

The Saranac River Trail Greenway Inc. ("SRTG") is nonprofit organization chartered by the State of New York; it has been granted a 501(c)(3) exemption by the Internal Revenue Service. SRTG is responsible for implementing a master plan to develop a 27 mile trail system extending from Lake Champlain to the Adirondacks. Lower Saranac Hydro Partners, LLC ("Hydro Partners") is the owner and operator of a 9.3 MW hydroelectric facility, with operations at 1130 Military Turnpike in Clinton County, NY.

The "Treadwell's Mills Connector" will add approximately 2 miles of new trail to the SRTG corridor and extends from the Treadwell Mills Dam site located at the Military Turnpike Extension to the Clinton County Fisherman's Parking Lot located on Route 22 across from the Plattsburgh International Airport. A significant section of the Treadwell's Mills Connector passes through Hydro Partners-owned land. The trail section located on Lower Saranac-owned land extends approximately from the Treadwell Mills Dam to under the I-87 overpass, as approximately shown in Exhibit B ("Hydro Partners Property").

This Memorandum of Understanding ("MOU") is intended to formalize Hydro Partners' authorization for the SRTG trail system to connect to and traverse across the existing public recreation area authorized and regulated under FERC license No. 4114-NY, including any rights Hydro Partners may have to allow public use of the Hydro Partner's easement area on the existing access road running beneath the I-87 Bridge. Any requested improvements on the Hydro Partners Property shall be separately agreed to in writing by both parties. Hydro Partners' responsibility for maintenance and safety measures of the trail section on Hydro Partners' Property shall be limited to current requirements under FERC license No. 4114-NY. This MOU is not intended to infer or otherwise transfer any real property rights. Nor is this MOU intended to create any additional safety, maintenance or other obligations on Hydro Partners.

**It is mutually agreed and understood by both parties that:**

Upon full execution of this MOU, Hydro Partners gives permission to the Saranac River Trail Greenway to establish Public Recreation Trail Access ("the Trail") on portions of Hydro Partners' Property at Treadwell Mills Dam Lower Saranac Hydroelectric Project at 1130 Military Turnpike in Clinton County, NY, more particularly described in Exhibit B. This permission includes only non-motorized, non-equestrian, recreational trail access through the Hydro Partners Property subject to this MOU. SRTG agrees to provide public awareness and promote safety and stewardship of the Trail and the recreational resource.

This MOU in no way assumes either party liable for risks or injuries incurred on any part of the Trail identified in this MOU. Further, New York State General Obligations Law GOB 9-103 states that, "an owner, lessee or occupant of premises, whether or not posted as provided in

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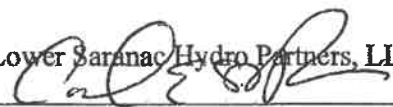
section 11-2111 of the environmental conservation law , owes no duty to keep the premises safe for entry or use by others for hunting, fishing, organized gleaning as defined in section seventy-one-y of the agriculture and markets law, canoeing, boating, trapping, hiking, cross-country skiing, tobogganing, sledding, speleological activities, horseback riding, bicycle riding, hang gliding, motorized vehicle operation for recreational purposes, snowmobile operation, cutting or gathering of wood for non-commercial purposes or training of dogs, or to give warning of any hazardous condition or use of or structure or activity on such premises to persons entering for such purposes; an owner, lessee or occupant of premises who gives permission to another to pursue any such activities upon such premises does not thereby (1) extend any assurance that the premises are safe for such purpose, or (2) constitute the person to whom permission is granted an invitee to whom a duty of care is owed, or (3) assume responsibility for or incur liability for any injury to person or property caused by any act of persons to whom the permission is granted."

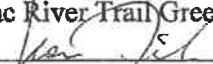
Upon execution of this MOU and the completion of any improvements agreed upon in writing or associated approvals for the Hydro Partners Property, SRTG agrees to pass a resolution incorporating the Trail described in Exhibit B into the SRTG public recreation system.

This MOU shall automatically terminate if SRTG does not successfully pass a resolution incorporating the Hydro Partners Property into the Trail within one year of execution of this MOU.

Neither the permission granted in this MOU nor any use of the Trail or any of the facilities established pursuant to this permission shall, under any circumstances, entitle SRTG or Clinton County to claim any dedication, any right of adverse possession, any prescriptive easement, or any similar right with respect to any portion of the Hydro Partners Property.

Further, Hydro Partners reserves the sole and exclusive right to close all or portions of the Hydro Partners Property to recreational use for any reason and for any amount of time. This shall include the right to prevent access to portions of the Trail for safety, maintenance, and other reasons which, in Hydro Partners' sole discretion, require closure to the public. Hydro Partners or any of its parent companies shall have the right to revoke this MOU and any permissions herein at any time.

Lower Saranac Hydro Partners, LLC  


Saranac River Trail Greenway Inc.  


Dated: 3/6/2019

Dated: 2/20/2019