



JOINT APPLICATION FORM

For Permits for activities affecting streams, waterways, waterbodies, wetlands, coastal areas, sources of water, and endangered and threatened species.

You must separately apply for and obtain Permits from each involved agency before starting work. Please read all instructions.

1. Applications To:
>NYS Department of Environmental Conservation [checked] Check here to confirm you sent this form to NYSDEC.
Check all permits that apply: [ ] Stream Disturbance [ ] Dams and Impoundment Structures [ ] Tidal Wetlands [ ] Water Withdrawal [ ] Excavation and Fill in Navigable Waters [ ] 401 Water Quality Certification\* [ ] Wild, Scenic and Recreational Rivers [ ] Long Island Well [ ] Docks, Moorings or Platforms [ ] Freshwater Wetlands [ ] Coastal Erosion Management [ ] Incidental Take of Endangered / Threatened Species
\* See Instructions (page 3)
>US Army Corps of Engineers [checked] Check here to confirm you sent this form to USACE.
Check all permits that apply: [checked] Section 404 Clean Water Act [ ] Section 10 Rivers and Harbors Act
Is the project Federally funded? \_\_\_ Yes [checked] No
If yes, name of Federal Agency: [ ]
General Permit Type(s), if known: [ ] [ ]
Preconstruction Notification: [checked] Yes \_\_\_ No
>NYS Office of General Services [ ] Check here to confirm you sent this form to NYSOGS.
Check all permits that apply: [ ] State Owned Lands Under Water [ ] Utility Easement (pipelines, conduits, cables, etc.) [ ] Docks, Moorings or Platforms
>NYS Department of State [ ] Check here to confirm you sent this form to NYSDOS.
Check if this applies: [ ] Coastal Consistency Concurrence

2. Name of Applicant Taxpayer ID (if applicant is NOT an individual)
HGS, LLC, dba Resource Environmental Operating Company, LL [ ]
Mailing Address Post Office / City State Zip
6575 West Loop South, Suite 300 Bellaire TX 77401
Telephone 412.334.1785 Email msachs@res.us
Applicant Must be (check all that apply): [checked] Owner [checked] Operator [ ] Lessee

3. Name of Property Owner (if different than Applicant)
[ ]
Mailing Address Post Office / City State Zip
[ ] [ ] [ ] [ ]
Telephone [ ] Email [ ]

For Agency Use Only Agency Application Number: [ ]

**4. Name of Contact / Agent**  
 Michael Sachs  
**Mailing Address** 317 East Carson Street, Suite 242  
**Post Office / City** Pittsburgh  
**State** PA **Zip** 15219  
**Telephone** 412.334.1785 **Email** msachs@res.us

**5. Project / Facility Name** Fish Creek Restoration Site **Property Tax Map Section / Block / Lot Number:**  
**Project Street Address, if applicable** 274 Peter Scott Road **Post Office / City** Pennellville **State** NY **Zip** 13132  
 Provide directions and distances to roads, intersections, bridges and bodies of water  
 Junction of Peter Scott Road and Sutton Road  
 **Town** Pennellville **Village** **City** **County** Oswego **Stream/Waterbody Name** Fish Creek  
**Project Location Coordinates: Enter Latitude and Longitude in degrees, minutes, seconds:**  
 Latitude: 43 ° 15 ' 23.76 " Longitude: 76 ° 15 ' 43.2 "

**6. Project Description:** Provide the following information about your project. Continue each response and provide any additional information on other pages. **Attach plans on separate pages.**

a. **Purpose of the proposed project:**  
 Resource Environmental Solutions (RES), has created a Permittee-Responsible Mitigation (PRM) Plan on behalf of Onondaga County Department of Water Environment Protection to compensate for impacts to state and federally regulated wetlands associated with the development of the Industrial Treatment Train and Conveyance corridor at the Oak Orchard Wastewater Treatment facility located at 4300 Oak Orchard Rd, Town of Clay, New York.

b. **Description of current site conditions:**  
 Please refer to RES\_FishCreek Restoration Site\_PRM\_Oak Orchard Waste Water Treatment Wetland Mitigation Plan\_rev1, section 5.0 Baseline Data

c. **Proposed site changes:**  
 Please refer to RES\_FishCreek Restoration Site\_PRM\_Oak Orchard Waste Water Treatment Wetland Mitigation Plan\_rev1, section 6.0 mitigation work plan.

d. **Type of structures and fill materials to be installed, and quantity of materials to be used (e.g., square feet of coverage, cubic yards of fill material, structures below ordinary/mean high water, etc.):**  
 No structures are planned, and fill should be restricted to the soil onsite during the creation of 4.29 acres of wetland area. Please refer to RES\_FishCreek Restoration Site\_PRM\_Oak Orchard Waste Water Treatment Wetland Mitigation Plan\_rev1, section 6.0 mitigation work plan, and Appendix D: design..

e. **Area of excavation or dredging, volume of material to be removed, location of dredged material placement:**  
 During the creation of 4.29 acres of wetland area, cut volumnes are currently 7517 cubic yards . Please refer to RES\_FishCreek Restoration Site\_PRM\_Oak Orchard Waste Water Treatment Wetland Mitigation Plan\_rev1, section 6.0 mitigation work plan, and Appendix D: design.

f. **Is tree cutting or clearing proposed?** Yes If Yes, explain below.  **No**  
**Timing of the proposed cutting or clearing (month/year):** \_\_\_\_\_  
**Number of trees to be cut:** \_\_\_\_\_ **Acreage of trees to be cleared:** \_\_\_\_\_

g. Work methods and type of equipment to be used:

Please refer to RES\_FishCreek Restoration Site\_PRM\_Oak Orchard Waste Water Treatment Wetland Mitigation Plan\_rev1, section 6.2 construction sequence.

h. Describe the planned sequence of activities:

Please refer to RES\_FishCreek Restoration Site\_PRM\_Oak Orchard Waste Water Treatment Wetland Mitigation Plan\_rev1, section 6.2 construction sequence.

i. Pollution control methods and other actions proposed to mitigate environmental impacts:

This project is intended to mitigate other environmental impacts by uplifting wetland and upland buffers. This project will develop a SWIPP (Stormwater Pollution Prevention Plan) and ensure all work is completed in accordance to the procedure in regards to the New York State Erosion and Sediment Controls as well as the NYSDEC Stormwater design manual.

j. Erosion and silt control methods that will be used to prevent water quality impacts:

An erosion and sediment control plan is being developed and will be submitted under separate cover when available.

k. Alternatives considered to avoid regulated areas. If no feasible alternatives exist, explain how the project will minimize impacts:

This is a mitigation site intended as a site in which wetland enhancement and "restoration will have an ecological uplift on the system. All impacts to regulated systems are documented in ES\_FishCreek Restoration Site\_PRM\_Oak Orchard Waste Water Treatment Wetland Mitigation Plan\_rev1. Temporary impacts can be found in appendix A. Figure 11. All other impacts offer ecological uplift and can be found in Figure 10. Resource Development Plan.

l. Proposed use:  Private  Public  Commercial

m. Proposed Start Date:  Estimated Completion Date:

n. Has work begun on project? Yes If Yes, explain below.  No

o. Will project occupy Federal, State, or Municipal Land? \_\_\_ Yes If Yes, explain below.  No

p. List any previous DEC, USACE, OGS or DOS Permit / Application numbers for activities at this location:

q. Will this project require additional Federal, State, or Local authorizations, including zoning changes?

\_\_\_ Yes If Yes, list below.  No

**7. Signatures.**

Applicant and Owner (If different) must sign the application. If the applicant is the landowner, the **landowner attestation form** can be used as an electronic signature as an alternative to the signature below, if necessary. Append additional pages of this Signature section if there are multiple Applicants, Owners or Contact/Agents.

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief.

Permission to Inspect - I hereby consent to Agency inspection of the project site and adjacent property areas. Agency staff may enter the property without notice between 7:00 am and 7:00 pm, Monday - Friday. Inspection may occur without the owner, applicant or agent present. If the property is posted with "keep out" signs or fenced with an unlocked gate, Agency staff may still enter the property. Agency staff may take measurements, analyze site physical characteristics, take soil and vegetation samples, sketch and photograph the site. I understand that failure to give this consent may result in denial of the permit(s) sought by this application.

False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the NYS Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact; or knowingly makes or uses a false, fictitious or fraudulent statement.

**Signature of Applicant**

Date



11/12/25

Applicant Must be (check all that apply):  Owner  Operator  Lessee

Printed Name

Title

Michael Sachs

General Manager, Northeast

**Signature of Owner (if different than Applicant)**

Date

Printed Name

Title

**Signature of Contact / Agent**

Date

Printed Name

Title

**For Agency Use Only**

**DETERMINATION OF NO PERMIT REQUIRED**

Agency Application Number

(Agency Name) has determined that No Permit is required from this Agency for the project described in this application.

Agency Representative:

Printed Name

Title

Signature

Date

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this “Memorandum”) entered into on October 28, 2025 is made for the purpose of providing recordable evidence of that certain written Mitigation Project Agreement dated effective November 3, 2025, (the “Effective Date”) (as amended, modified, or supplemented from time to time, the “Agreement”), entered into by and between Dawn D. Staats and Raymond W. Staats wife and husband with a mailing address of 103 Chatham Pass, Trent Woods, NC 28562 (the “Owner”), and HGS, LLC, a Virginia limited liability company, doing business as RES Environmental Operating Company, with a mailing address of c/o Resource Environmental Solutions, LLC, 6575 West Loop South, Suite 300, Bellaire, TX 77401 (“Project Sponsor” and, together with Owner, the “Parties” and, each individually, a “Party”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

### RECITALS

WHEREAS, Project Sponsor is engaged in the business of restoring, establishing, enhancing, and/or preserving aquatic or other natural resources (including, without limitation, habitat for endangered species);

WHEREAS, Owner owns certain real property comprising approximately 60.09 acres, located in Schroepel Township, Oswego County, New York, Tax ID 290.00-02-55 as more particularly described and/or depicted on Exhibit A attached hereto and made a part hereof (the “Property”);

WHEREAS, the Property includes streams, wetlands, other aquatic resources, and/or habitat or other features that may be suitable for use by Project Sponsor and/or its affiliates for the restoration, establishment, enhancement, and/or preservation of aquatic or other natural resources (including, without limitation, habitat for endangered species) or any other use that is consistent with the business objectives of Project Sponsor and/or its affiliates (a “Mitigation Project”);

WHEREAS, Project Sponsor has identified an area of the Property contemplated to be used in one or more Mitigation Projects, which such area is preliminarily described and/or depicted on Exhibit B attached hereto and made a part hereof (the “Conservation Area”); and

WHEREAS, on the terms and conditions set forth in the Agreement, Owner and Project Sponsor have entered into the Agreement to, among other things, (i) allow Project Sponsor to evaluate the Property (or portions thereof) for use in one or more Mitigation Projects, (ii) allow Project Sponsor to seek approvals for the Mitigation Project(s) from applicable federal, state, and local regulatory authorities, (iii) set forth the various instruments and documents that will be required to be executed by the Parties in connection with the foregoing, (iv) if and when required under the Agreement, require the future execution by Owner of the Conservation Instruments (defined below), and (v) set forth the various payments and consideration to be paid by the Parties in connection with the foregoing.

NOW, THEREFORE, Owner and Project Sponsor hereby agree to execute this Memorandum for purposes of stating the following with respect to the Agreement and notifying third parties of the existence and terms thereof:

1. Recitals. The foregoing recitals are incorporated by reference into this Memorandum and shall be binding on the Parties hereto.
2. Owner. The name and address of Owner are as set forth above.
3. Project Sponsor. The name and address of the Project Sponsor are as set forth above.
4. Effective Date. The Effective Date of the Agreement is as set forth above.
5. Property Description. The Property affected by the Agreement is the immovable property described and/or depicted on Exhibit A attached hereto.
6. Conservation Area Description. That area of the Property that may be suitable for use as a Mitigation Project(s), as preliminarily described and/or depicted on Exhibit B attached hereto.
7. Delivery of Conservation Instrument(s). For each Mitigation Project that Project Sponsor intends to establish within the Conservation Area, Owner shall execute and deliver to Project Sponsor: (i) the following documents (collectively, the "Conservation Instruments"), each of which shall be in suitable form for recording in the applicable real property records: (A) an easement, declaration of restrictive covenants, deed restriction or similar instrument in favor of Project Sponsor and/or any third-party holder designated by Project Sponsor to perpetually conserve the Conservation Area; (B) an agreement in favor of Project Sponsor that will allow Project Sponsor, its agents, employees, contractors, representatives, successors, to access the remaining portions of the Property to conduct such activities that are necessary for the implementation of the Mitigation Project on the Conservation Area, including, but not limited to, staging, flowage, and spoil deposition; and (C) a notice of Mitigation Project in favor of Project Sponsor; and (ii) such additional documents as are customary in such transactions or requested by Project Sponsor to effectuate the purposes and intent of the Agreement and/or Conservation Instruments.
8. Owner's Covenants. From the Effective Date through the Closing Date, Owner shall take no action to adversely modify the Conservation Area's natural state, flora, fauna, and/or wetland character, including any of the following: (i) construction of any structure or structures; (ii) cutting, burning, removal, or destruction of vegetation (including trees); (iii) building of roads, trails, or paths on the Conservation Area; (iv) changing the elevation of or contours of the Conservation Area; (v) pumping, draining, or causing the Conservation Area to be drained; (vi) placing, filling, storing, or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or similar items on the Conservation Area; (vii) mechanized land clearing; (viii) deposition of soil, shell, rock, or other fill on the Conservation Area; (ix) grazing of animals on the Conservation Area; (x) allowing commercial, industrial, or agricultural activities on the Conservation Area; or (xi) any other activity inconsistent with preserving the Conservation Area's natural state, flora, fauna, and/or wetland character. If any event (whether

caused by Owner or otherwise) occurs prior to the Closing Date that adversely modifies the Conservation Area's natural state, flora, fauna, and/or wetland character including any of the foregoing, then Owner shall promptly notify Project Sponsor in writing of the same.

9. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall prevail.
10. Successors and Assigns. The Agreement shall be a covenant that runs with the land and shall be binding on all of Owner's successors and assigns. Any party who acquires all or any portion of the Property, or any interest therein, whether by sale, foreclosure sale, deed in lieu of foreclosure, or in any other manner, shall take the Property (or such interest therein) subject to all of the provisions of the Agreement.
11. Exhibits. All exhibits attached to this Memorandum are incorporated into this Memorandum by reference.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum the day and year first above written.

**OWNER:**

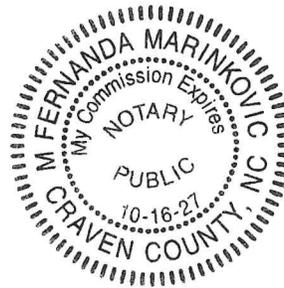
*Dawn D. Staats*  
Name: Dawn D. Staats

*Raymond W. Staats*  
Name: Raymond W. Staats

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

On the 24<sup>th</sup> day of OCTOBER in the year 2025 before me, the undersigned, personally appeared Dawn D. Staats 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.

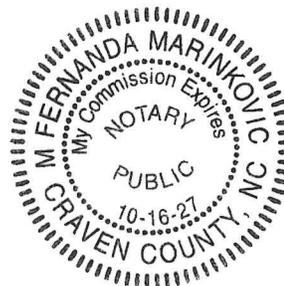
*M. Fernanda Marinkovic*  
Notary Public Signature  
Print M. Fernanda Marinkovic  
My commission expires: 10-16-2027



STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

On the 28<sup>th</sup> day of OCTOBER in the year 2025 before me, the undersigned, personally appeared Raymond W. Staats 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.

*M. Fernanda Marinkovic*  
Notary Public Signature  
Print M. Fernanda Marinkovic  
My commission expires: 10-16-2027



**PROJECT SPONSOR:**

HGS, LLC,  
a Virginia limited liability company  
d/b/a RES Environmental Operating Company

By: Resource Environmental Solutions, LLC,  
a Louisiana Limited Liability Company,  
its Manager

By:   
Name: Michael Sachs  
Title: General Manager, Northeast

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF ALLEGHENY :

On the 3<sup>rd</sup> day of November in the year 2025 before me, the undersigned, personally appeared Michael Sachs 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 Signature  
Print Donna Lauren Giammatteo  
My commission expires: 9/23/2029

Commonwealth of Pennsylvania - Notary Seal  
Donna Lauren Giammatteo, Notary Public  
Butler County  
My commission expires September 23, 2029  
Commission number 1279275  
Member, Pennsylvania Association of Notaries

EXHIBIT A  
to Memorandum of Agreement

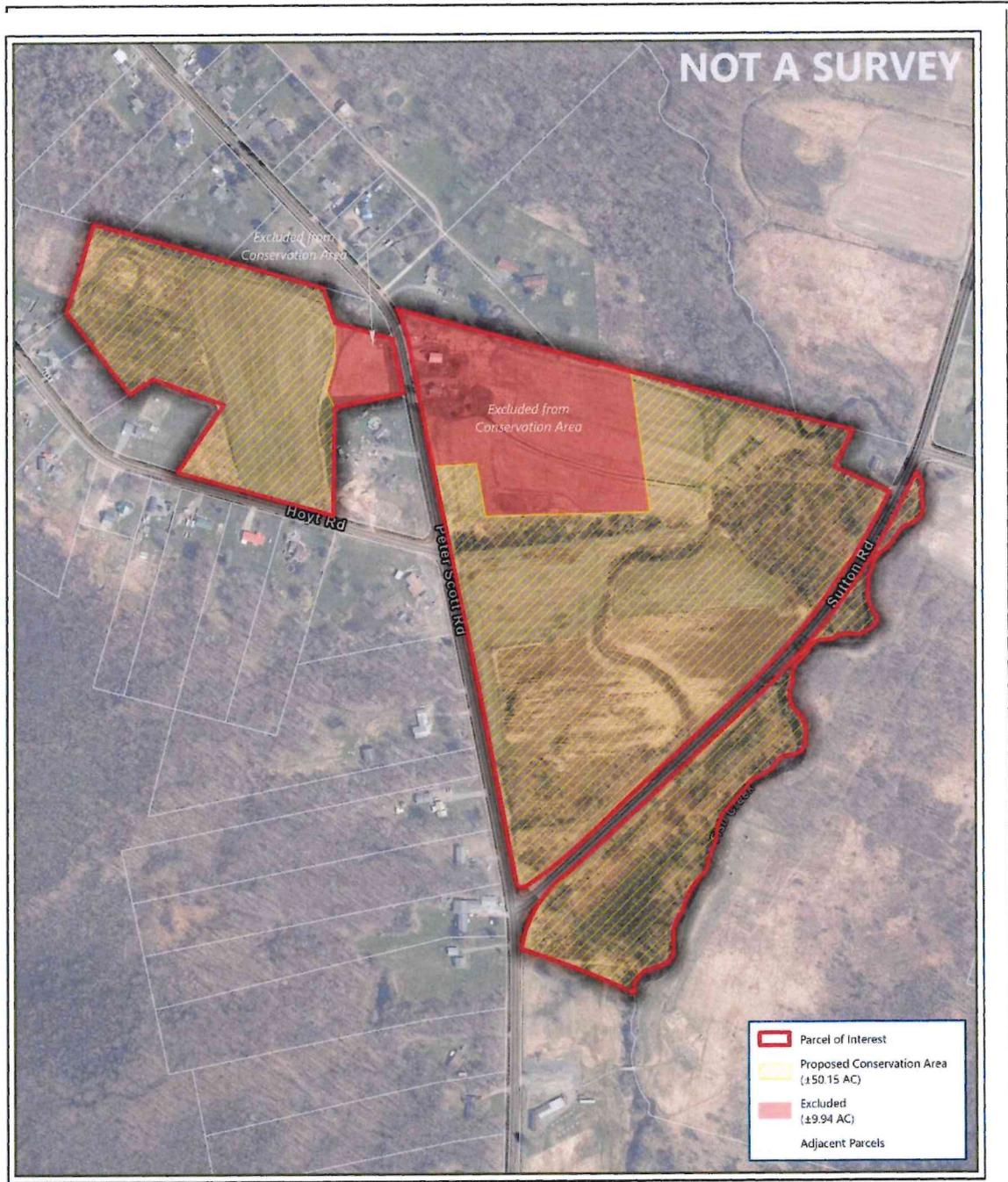
Description of Property

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Schroepfel, County of Oswego viz:

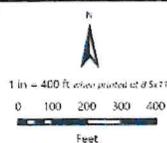
County Property No.:	2009-54-01
Serial No.:	05-5489-079
Location:	274 Peter Scott Rd
Lot:	16
Size:	77.82 Acres
Tax Map No.	290.00-02-55

EXHIBIT B  
to Memorandum of Agreement

Description of Conservation Area(s)



**Figure 1**  
Exhibit B  
**Staats, Raymond W; Dawn M Staats**  
Parcel No. 290 00-02-55  
76 2638°W 43 2572°N



Reference: Project limits are approximate and  
subject to field verification and survey.  
Data Source: NYS DCP (2018)  
Spatial Reference: NAD83 StatePlane NY C (ft)  
Date Reported: 8/26/2025  
Project Number: 110155



Cartographer(s): [Redacted]  
[Redacted]

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**MITIGATION PROJECT AGREEMENT**

This Mitigation Project Agreement (this "Agreement") is entered into effective as of the Effective Date, by and between Dawn D. Staats and Raymond W. Staats, wife and husband (the "Owner"), and HGS, LLC, a Virginia limited liability company, doing business as RES Environmental Operating Company, LLC, or its assigns ("Project Sponsor" and, together with Owner, the "Parties" and, each individually, a "Party").

**RECITALS**

WHEREAS, Owner owns certain real property comprising approximately 77.82 acres, located in Schroepel Township, Oswego County, New York, Tax ID 290.00-02-55, as more particularly described and/or depicted on Exhibit A attached hereto (the "Property"), which includes streams, wetlands, other aquatic resources, and/or habitat or other features that may be suitable for one or more Mitigation Projects (defined below); and

WHEREAS, on the terms and conditions set forth herein, the Parties desire to enter into this Agreement to, among other things:

- (i) allow Project Sponsor to evaluate a portion of the Property, defined as "Conservation Area" below, for use in one or more Mitigation Projects and seek approvals for such Mitigation Project(s) from applicable Mitigation Authorities (defined below);
- (ii) set forth the various instruments and documents that will be required to be executed by the Parties in connection with the foregoing; and
- (iii) set forth the various payments and consideration to be paid in connection with the foregoing.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing premises and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

1. **Certain Definitions.** The following terms, as used herein, have the following meanings:
  - (a) "Effective Date" means the latest date set forth on the signature pages hereto (or if there is no such date, the date on which Project Sponsor receives a fully-executed counterpart of this Agreement from Owner).
  - (b) "Conservation Area" means approximately 50.15 acres located within the Property, as preliminarily described and/or depicted on the attached Exhibit B; the final description, boundaries, and acreage of the Conservation Area will be established by the Final Survey obtained as provided in Section 9 hereof.
  - (c) "Conservation Price" is initially anticipated to be [REDACTED], but is subject to [REDACTED]

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adjustment based on the size of the final Conservation Area as described in Section 3.

- (d) “Deposit” means [REDACTED].
- (e) “First Extension Payment” means [REDACTED].
- (f) “Second Extension Payment” means [REDACTED].
- (g) “Mitigation Counterparty” means any of the following: (i) any Mitigation Authority with an interest in the Mitigation Project(s) contemplated to be established on the Conservation Area, and (ii) any third-party grantee, holder, or permitted access party under any Conservation Instrument (defined below) contemplated to be executed hereunder.
- (h) “Mitigation Authority” means the applicable district(s) of the United States Army Corps of Engineers, the United States Fish and Wildlife Service, and/or any other federal, state, or local governmental authority or agency with jurisdiction over any Mitigation Project proposed to be established within the Conservation Area.
- (i) “Mitigation Project” means any use of the Conservation Area that is consistent with the business objectives of Project Sponsor and/or its affiliates, including, without limitation, the restoration, establishment, enhancement, and/or preservation of aquatic or other natural resources (including, without limitation, habitat for endangered species).
- (j) “Closing Date” means, as may be extended as described herein, the earlier of (i) the date which is sixty (60) days after the Inspection Period ends, or (ii) thirty (30) days following written notice from Project Sponsor to Owner.
- (k) “Inspection Period” means the period commencing on the Effective Date and ending three hundred and sixty-five (365) days from the Effective Date, as the same may be extended in accordance with Section 5.
- (l) “Excluded Area” means the portion of the Property described and/or depicted in the attached Exhibit A and Exhibit B that is currently occupied by a tenant and used for residential purposes.

2. **Deposit and Memorandum of Agreement.** No later than ten (10) business days after the date on which Project Sponsor receives a fully-executed counterpart of this Agreement from Owner, (a) Project Sponsor shall deliver to Owner the Deposit, and (b) Owner shall execute and deliver to Project Sponsor a memorandum of this Agreement in form and substance reasonably acceptable to Project Sponsor and Owner (the “Memorandum of Agreement”), which Project

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Sponsor may, in its discretion, cause to be recorded in the applicable real property records of the county in which the Property is located. In the event this Agreement is terminated and a Memorandum of Agreement recorded, Project Sponsor shall terminate the Memorandum of Agreement of record within ten (10) days of the date of such termination. This provision shall survive termination of this Agreement.

**3. Conservation Price Adjustment.**

(a) The Conservation Price will be adjusted to reflect [REDACTED] per acre of land within the perimeter boundaries of the Conservation Area as determined by the Final Survey.

(b) Notwithstanding the foregoing, if the Conservation Area determined by the Final Survey varies by more than 5% (greater or less) from the number of acres described in the definition of "Conservation Area" in Section 1 above, then Project Sponsor may, but is not required to, terminate this Agreement by providing written notice to Owner within ten (10) business days after Project Sponsor's receipt of the Final Survey (and, if necessary, at Project Sponsor's election, the Closing Date may be extended to give Project Sponsor the full benefit of such ten (10) business day period) and Section 10 ("Termination") shall apply in respect of amounts paid to Owner.

**4. Closing.** The closing of the transaction contemplated hereby (the "Closing") shall occur on the Closing Date or on such earlier date as is mutually acceptable to Project Sponsor and Owner. All the Closing charges and expenses not described below shall be paid at the Closing by the Party incurring the same. The Closing shall take place by mail or overnight courier. At the Closing, the following shall occur:

(a) Payment of Conservation Price. Project Sponsor shall deliver to Owner an amount equal to the Conservation Price, minus (i) the Deposit, (ii) the First Extension Payment (if paid by Project Sponsor), (iii) the Second Extension Payment (if paid by Project Sponsor), (iv) any costs incurred by Project Sponsor which should have been borne by Owner pursuant to Section 4(d), and (v) any costs incurred by Project Sponsor as described in Section 9(d).

(b) Document Delivery. For each Mitigation Project that Project Sponsor intends to establish within the Conservation Area, Owner shall execute and deliver to Project Sponsor:

(i) the following documents (collectively, the "Conservation Instruments"), each of which shall be in suitable form for recording in the applicable real property records, shall be reasonably acceptable to Owner and Project Sponsor, and shall be covenants that run with the land that are binding on Owner, all of its successors and assigns, and all parties claiming by, through or under Owner:

(A) an easement, declaration of restrictive covenants, deed restriction

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or similar instrument in favor of Project Sponsor and/or any Mitigation Counterparty designated by Project Sponsor to perpetually conserve the Conservation Area, which instrument shall be in form and substance customarily required by Project Sponsor and/or the Mitigation Counterparties for similar Mitigation Projects (and otherwise acceptable to Project Sponsor and the Mitigation Counterparties in their discretion) and reasonably acceptable to Owner (a "Conservation Easement");

(B) a notice of Mitigation Project in favor of Project Sponsor, in form and substance acceptable to Project Sponsor, which shall (1) place third parties on notice of the current or future existence and operation of any Mitigation Project within the Conservation Area, (2) permit Project Sponsor and the Mitigation Counterparties designated therein, as well as their agents, representatives, successors and assigns, to enforce the Conservation Easement and enter the Conservation Area to perform their obligations in connection with such Mitigation Project, and (3) to the extent the Closing occurs prior to the approval of such Mitigation Project by the Mitigation Authorities, grant to Project Sponsor a right-of-first-refusal to purchase the Conservation Area (which right-of-first-refusal shall terminate on the date when both the Conservation Easement has been recorded in the applicable real property records and such Mitigation Project has been finally and fully approved by the Mitigation Authorities; any amounts previously paid to Owner by Project Sponsor hereunder shall be credited against any amount that would otherwise be payable by Project Sponsor in exercising such right-of-first-refusal);

(ii) if Owner is an entity, written evidence of authority for Owner to consummate the transactions contemplated by this Agreement and execute the Conservation Instruments, along with such organizational documents, good standing certificates or other documents reasonably required by the Title Company (defined below);

(iii) a FIRPTA affidavit;

(iv) a settlement statement; and

(v) such additional documents as are customary in such transactions or reasonably requested by Project Sponsor, the Title Company or any Mitigation Counterparty to effectuate the purposes and intent of this Agreement and/or the Conservation Instruments, including such affidavits as may be required by Title Company to issue the Title Policy (defined below) with coverage insuring against mechanic's liens.

(c) At the Closing, or at any time thereafter in Project Sponsor's discretion, Project Sponsor shall be authorized to record or cause to be recorded any Conservation Instruments in the applicable real property records, and to take such other actions reasonably necessary or advisable to establish Project Sponsor's and the applicable Mitigation Counterparties' rights, priorities, and interests thereunder or under this

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**Agreement.**

- (d) Owner Closing Costs. Owner shall bear the following costs:
  - (i) documentary stamp taxes or transfer fees;
  - (ii) any transfer taxes;
  - (iii) recording fees for the release of Monetary Encumbrances (defined below) and other liens;
  - (iv) the cost to cure, remove or satisfy any Objections (including Monetary Encumbrances) and/or requirements described in any title commitment (in each case as described below); and
  - (v) its own attorneys' fees.
- (e) Project Sponsor's Costs. Project Sponsor shall bear the following costs:
  - (i) title insurance premium for the Title Policy and endorsements to the Title Policy, if any, and for any lender's policy;
  - (ii) its own attorneys' fees; and
  - (iii) recording fees for any Conservation Instruments to be recorded at the Closing.

**5. Inspection; Inspection Period.**

(a) As a condition to Project Sponsor's obligation to close the transaction, from the Effective Date through the Closing Date, Owner shall permit and enable Project Sponsor and its agents to conduct such inspections that Project Sponsor, in its sole discretion, deems appropriate, including but not limited to title examination, environmental and soil testing, engineering studies, legal, financial and other inspections and evaluations of the Property and the transaction contemplated hereby (the "Inspection"). Owner hereby authorizes Project Sponsor and its agents, engineers, representatives and contractors to enter the Conservation Area of the Property at any reasonable time to conduct the Inspection, and upon request from Project Sponsor and/or Project Sponsor's authorized representatives shall cooperate with such parties to coordinate such entry. Notwithstanding the foregoing, Project Sponsor must provide reasonable notice to Owner prior to entering the Property during the Inspection Period. Project Sponsor agrees not to enter the Excluded Area of the Property for any reason during the Inspection Period without prior written permission from Owner. Project Sponsor further agrees that no environmental or soil testing, engineering studies, or other studies are permitted to be completed on the Excluded Area of the Property. Project Sponsor agrees that the Excluded Area cannot be used for access to the

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Conservation Area, and that staging materials, whether temporary or permanent, is not permitted in the Excluded Area. Access to the Conservation Area is available from public roads including Hoyt Road, Peter Scott Road, and Sutton Road. Any Inspection activities conducted by Project Sponsor on the Conservation Area must not interfere with active farm operations on the Property nor with the quiet enjoyment of the residence on the Property. Notwithstanding the foregoing, should Project Sponsor engage in any testing which may disturb the Property in any manner, including the conducting of sub-surface testing, Project Sponsor shall notify Owner no less than forty-eight (48) hours in advance and provide the scope and location of the testing and/or activities to be completed. **Project Sponsor may elect at any point to terminate the Inspection Period and proceed to the Closing by delivering written notice to that effect to Owner.** Prior to such time as Project Sponsor or any of Project Sponsor's representatives enter the Property, Project Sponsor shall, for any third-party who enters upon the Property for, or on behalf of Project Sponsor (i) have in effect policies of general liability insurance for such third parties, which insure Project Sponsor and Project Sponsor's representatives with liability insurance limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage and name Owner as an additional insured party, and (ii) provide Owner with certificates of insurance evidencing that such third parties have obtained the aforementioned policies. Project Sponsor shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Project Sponsor's due diligence investigations and activities.

(b) Project Sponsor may elect to extend the Inspection Period for an additional one hundred and eighty-two (182) day period by delivering to Owner the First Extension Payment. At the end of the first-extended Inspection Period, Project Sponsor may elect to extend the Inspection Period a second time for an additional one hundred and eighty-two (182) day period by deliver to Owner the Second Extension Payment. The First Extension Payment and Second Extension Payment, respectively, shall be required to be paid by Project Sponsor on or prior to the end of the then-current Inspection Period, and the term "Inspection Period" shall include such extended time period.

(c) If Project Sponsor is not satisfied with the outcome of the Inspection for any reason in Project Sponsor's sole discretion, or for any reason or no reason, Project Sponsor may terminate this Agreement by written notice to Owner on or before the expiration of the Inspection Period and Section 10 shall apply in respect of amounts paid to Owner. If Project Sponsor elects to terminate this Agreement pursuant to this Section 5(c), Project Sponsor must restore the Property to substantially the same condition as it was in as of the Effective Date of this Agreement. This provision shall survive termination of this Agreement.

6. **Owner's Representations and Warranties Regarding the Conservation Area.** Owner represents and warrants that, as of the Effective Date and as of the Closing, the following are true, complete, and correct:

(a) Owner has not received notice of, and has no knowledge of, any pending or threatened condemnation proceedings, administrative actions, or similar actions or proceedings relating to the Conservation Area. No commitments have been made by Owner to any governmental entity, agency, or authority relating to the Conservation Area;

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(b) No litigation is pending or, to Owner's knowledge, proposed, threatened, or anticipated with respect to any matter affecting the Conservation Area;

(c) The execution, delivery, and performance of this Agreement by Owner will not require the consent of any third party, and neither this Agreement nor the performance of Owner hereunder shall constitute a violation of any agreement, contractual commitment, or law applicable to Owner or the Conservation Area;

(d) The execution, delivery and performance of this Agreement are within the powers of Owner and all requisite authorization actions and consents have been taken or will be taken before the Closing effective prior to the execution of this Agreement;

(e) To Owner's knowledge, there are no leases, subleases, licenses, contracts, easements, or other agreements, written or oral, regarding the Conservation Area, or granting to any party or parties the right to use or occupancy of all or any portion of the Conservation Area, which will survive the Closing (including in respect of timber, crops or similar matters) except for those of record. Other than Owner, there are no parties in possession of, or entitled to possess, all or any portion of the Conservation Area. Notwithstanding the foregoing, the parties acknowledge the existence of the lease by and between Owner and Clifford J. Hoyt a/k/a Clifford J. Hoyt Jr. and Roberta L. Hoyt dated as of [ ] which impacts the Property (the "Existing Lease"), which shall remain in effect pursuant to the terms thereof, following Closing.

(f) To Owner's knowledge, Owner is the owner of all oil, gas, and other minerals and/or the rights to all oil, gas, and other minerals lying in, on, and under the Conservation Area. There is no oil, gas, and mineral lease or other similar agreement currently in force and effect that covers and affects any portion of the Conservation Area or the oil, gas and minerals thereunder.

(g) Owner has no knowledge of, and has received no notice from any governmental agency, regarding any violation or alleged violation of any applicable federal, state, and/or local statutes, ordinances, rules and/or regulations applicable to the Conservation Area, including, but not limited to, environmental statutes, ordinances, rules, and/or regulations (collectively, "Applicable Laws").

(h) To Owner's knowledge, the Conservation Area, and Owner's operation and use of the Conservation Area, has been and continues to be in compliance with all Applicable Laws and, to Owner's knowledge, the description of the Property on Exhibit A is accurate in all respects.

(i) To Owner's knowledge, no petroleum products, hazardous materials, hazardous substances or waste, asbestos, polychlorinated biphenyls and/or other regulated substances including as defined in any Applicable Laws, have been generated, manufactured, used, disposed of, or stored or in connection with the Conservation Area (except for gasoline and oil contained in vehicles or above ground storage tanks or containers and except for typical use of agricultural chemicals); and Owner has not received notice of any of the foregoing. No storage tanks (above-ground or underground) are currently located on or under the Conservation Area.

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(j) Owner is not a “foreign person,” as defined by applicable Internal Revenue Service rules and regulations.

(k) Owner is not bankrupt or insolvent, and has not filed for and is not involved in any voluntary or involuntary proceeding in bankruptcy under any Applicable Laws.

(l) To Owner’s knowledge, no party other than Owner and Project Sponsor (under this Agreement) has any material rights in all or any part of the Conservation Area (subject to the Existing Lease), and Owner has good and marketable title to the Conservation Area, free and clear of all liens (including mechanic’s or materialmen’s liens, whether or not perfected).

(m) Neither Owner nor any third party is currently using the surface of the Conservation Area for the investigation, exploration, prospecting, drilling, mining, transportation, storage or production of oil, gas, or other minerals or any surface or subsurface matter (including sand or gravel). In addition, no third party has notified Owner of its plans or intentions, and Owner currently has no plans or intentions, to use the surface of the Conservation Area for any such purposes.

(n) As of the Closing, Owner will comply with Section 7 (“Owner’s Covenants”) and neither Owner nor any other party is in default under any contract or agreement affecting the Conservation Area, and no event exists which, with the passage of time or the giving of notice or both, will become a default by a party to any contract. As of the Effective Date, Owner is in compliance with the terms and provisions of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Conservation Area.

(o) All ad valorem property taxes, and all of Owner’s personal property taxes and corporate taxes (if applicable), relating to or affecting the Property, excepting those for the current tax year which are not yet due and payable, have been paid in full.

(p) All bills and claims for labor performed and materials furnished to or for the benefit of the Property currently due and contracted for by or on behalf of Owner have been paid in full.

(q) The Property is not enrolled in, and Owner has not applied for, any property tax exemption or special assessment, including those relating to the Property’s status as agricultural, horticultural, marshland, or timber land.

In the event that there is a change to any conditions or circumstances that would render any of the above representations untrue prior to Closing, Owner shall notify Project Sponsor of the same.

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7. **Owner's Covenants.** Owner covenants and agrees that:

(a) No later than five (5) days after the Effective Date, Owner will deliver to Project Sponsor (i) all information in the possession or control of Owner related to the Property or any improvements or buildings located thereon, including but not limited to, ad valorem tax bills for the two (2) filing years preceding the Effective Date, all environmental reports, assessments, tests and studies, any contract or agreement affecting the Property including all leases affecting the Property (including mineral leases), all abstracts of title, surveys, environmental assessments, title opinions, title policies, engineering reports, soil reports, appraisals, water rights records, permits and other similar documentation (collectively, the "Property Information Materials"), or (ii) a written notice, which is accurate in all respects, informing Project Sponsor that there are no Property Information Materials in Owner's possession or control, (the "Property Information Notice"). In the event Owner fails to deliver the Property Information Materials or the Property Information Notice within the time period set forth above, then the Inspection Period shall be extended day-for-day for each day that Owner fails to deliver the same (although such extension shall not, without Project Sponsor's approval, cause the Closing Date to be similarly extended). In the event Owner comes into possession or control of any Property Information Materials after the Effective Date, Owner shall promptly deliver the same to Project Sponsor. Owner shall afford Project Sponsor access to such additional documents and information in Owner's possession or control regarding the Property as Project Sponsor may reasonably request.

(b) For so long as this Agreement remains in effect, Owner shall not, without the prior written consent of Project Sponsor: (i) convey or grant an interest in the Property or any portion thereof to any person or entity other than Project Sponsor, (ii) do anything that would cause the Title Company to take exception to any new matter not previously shown in any title insurance commitment obtained by Project Sponsor, or (iii) enter into any agreement, lease, easement, or contract with respect to all or any portion of the Property, except as related to an extension of the Existing Lease. During the term of this Agreement, Owner shall take such actions as are reasonably requested by Project Sponsor in order to consummate the transaction contemplated hereby and give effect to the intent of this Agreement so long as there is no cost to Owner.

(c) From the Effective Date through the Closing Date, Owner shall take no action to adversely modify the Conservation Area's natural state, flora, fauna, and/or wetland character including any of the following: (i) construction of any structure or structures; (ii) cutting, burning, removal, or destruction of vegetation (including trees); (iii) building of roads, trails, or paths on the Conservation Area; (iv) changing the elevation of or contours of the Conservation Area; (v) pumping, draining, or causing the Conservation Area to be drained; (vi) placing, filling, storing, or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or similar items on the Conservation Area; (vii) mechanized land clearing; (viii) deposition of soil, shell, rock, or other fill on the Conservation Area; (ix) grazing of animals on the Conservation Area; (x) allowing commercial, industrial, or agricultural activities on the Conservation Area; or (xi) any other activity inconsistent with preserving the Conservation Area's natural state, flora, fauna, and/or wetland character. If any event (whether caused by Owner or otherwise) occurs prior to the Closing Date that adversely modifies the Conservation Area's natural state, flora, fauna, and/or wetland character including any of the foregoing, then Owner shall promptly notify Project Sponsor in writing of the same.

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**8. Indemnities.**

(a) Project Sponsor agrees that it shall indemnify and hold Owner harmless from liability for any damages caused by Project Sponsor's acts or omissions conducted by Project Sponsor and/or its affiliates on the Property, other than to the extent such damages are caused by the negligence, willful misconduct, or breach of this Agreement by Owner or any party acting by, through, or under Owner. The obligations under this Section 8(a) shall survive the Closing and/or termination of this Agreement.

(b) For a period of six (6) months following Closing (the "Survival Period"), Owner agrees to indemnify, defend, and hold harmless Project Sponsor and any Mitigation Authority from and against any damage, loss, or liability caused by, arising from or related to Owner's breach of any of its representations, warranties, covenants, or agreements contained herein.

**9. Title and Survey.**

(a) During the Inspection Period, Project Sponsor may, at its option, obtain from such third parties acceptable to Project Sponsor and licensed to do business in the State of New York, one or more title reports, title commitments, and/or title examinations of the Property, and shall, prior to the expiration of the Inspection Period, specify to Owner in writing those items to which Project Sponsor objects, which may include, without limitation, easements, leases, servitudes, and other matters encumbering or affecting the Conservation Area (the "Objections"). Any Objections to title or the Survey which are not timely raised by Project Sponsor to Owner shall be deemed approved by Project Sponsor.

(b) During the Inspection Period, Project Sponsor may, at its option and expense, obtain a survey (the "Survey"). On or prior to the expiration of the Inspection Period, Project Sponsor may object in writing to any matters shown on the Survey, in which case such survey objections shall be deemed Objections hereunder. The Survey shall certify both as to a metes-and-bounds property description for, and the number of acres within, the Conservation Area (which shall be determined by the Project Sponsor), and shall otherwise be in form and content acceptable to Project Sponsor in its discretion (the Survey, once certified by the surveyor and approved by Project Sponsor, shall be referred to herein as the "Final Survey").

(c) In the event any new title matters are raised, objections to title and/or Survey which were timely made ("New Title Matters"), Project Sponsor may raise the same to Owner in the same manner as set forth (a) above and the procedure in (d) below followed.

(d) Following Owner's receipt of Project Sponsor's notice of any title Objections or Objections relating to the Survey, Owner shall notify Project Sponsor whether it intends to cure or otherwise commit to cure at Closing, such Objections. In the event Owner is unable or unwilling to cure any of the requirements and/or Objections to the satisfaction of Title Company in order to omit any exceptions in the Title Report (hereinafter defined), or to the reasonable satisfaction of

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Project Sponsor and any Mitigation Authority, for matters which could negatively impact Project Sponsor's intended purpose of the Conservation Easement, may, at its sole option, by serving written notice to Owner: (i) terminate this Agreement, in which case Section 10a ("Termination") shall apply in respect of amounts paid to Owner; (ii) cure the condition or defect, or have a title company provide affirmative title insurance with respect to such Objection; (iii) waive the fulfillment of the conditions and proceed to the Closing subject to such defect; and/or (iv) with regard to Monetary Encumbrances, cause Owner to satisfy the same out of the closing proceeds, provided the Monetary Encumbrance does not exceed the net Conservation Price due to Owner (unless the Monetary Encumbrance has been subordinated to the Closing Instruments as provided in Section 9(f) below). For purposes hereof, "Monetary Encumbrances" means liens or other encumbrances of record which encumber the Conservation Area that may be satisfied by the payment of a sum certain.

(e) In the event Project Sponsor chooses to purchase an owner's policy of title insurance hereunder insuring any estate(s) created under the Closing Instruments (a "Title Policy"), then such Title Policy, together with such changes and endorsements requested by Project Sponsor and insuring the legal description of the Conservation Area shown on the Final Survey, shall be issued or committed to be issued by the applicable title insurance company (the "Title Company") as of the date of the Closing and shall show no exceptions other than those that have been approved, or deemed approved, by Project Sponsor and/or the applicable Mitigation Counterparty.

(f) Notwithstanding the foregoing, with respect to any Monetary Encumbrances, Owner shall, at or prior to the Closing, pay off and deliver original and recordable releases thereof in form and substance reasonably satisfactory to Project Sponsor, even if Project Sponsor has not made an Objection with respect thereto under this Section 9; provided, that, at Owner's request, Project Sponsor may, but shall not be required to, permit any Monetary Encumbrance to remain in place, as long as such Monetary Encumbrance is fully subordinated to the Conservation Instruments pursuant to subordination agreements that are in form and substance reasonably satisfactory to Project Sponsor, or the Conservation Area is otherwise released of record from such Monetary Encumbrance, original and recordable counterparts of such subordination agreements or releases, as applicable, which must be delivered to Project Sponsor at or prior to the Closing.

10. **Termination.**

(a) If this Agreement is terminated by Project Sponsor (i) during the Inspection Period pursuant to Section 5(c), (ii) due to a price variance as described in Section 3(b), (iii) due to a lesser ownership interest as described in Section 3(c), (iv) due to uncured Objections as described in Section 9(d), or (v) pursuant to Section 13 ("Condemnation") or Section 14 ("Casualty"), then Owner shall retain [REDACTED] of the Deposit and the First Extension Payment (if paid by Project Sponsor) and the Second Extension Payment (if paid by Project Sponsor) as independent consideration for Project Sponsor's right to terminate. If the First Extension Payment and/or the Second Extension Payment have not been paid by Project Sponsor at the time this Agreement is terminated, Project Sponsor shall not have an obligation to pay such amounts to Owner.

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(b) Upon the termination of this Agreement, the Parties shall be released from all further obligations hereunder, except those that expressly survive termination of this Agreement as provided herein.

(c) If Project Sponsor fails to timely close on the Property for any reason other than default by Owner, Owner may, following not less than ten (10) business days' written notice to Project Sponsor, terminate this Agreement and retain the Deposit and the First Extension Payment (if paid by Project Sponsor) and the Second Extension Payment (if paid by Project Sponsor).

(d) Notwithstanding anything herein to the contrary, if Owner (i) intentionally, willfully, or in a grossly negligent manner commits any act that damages or affects the Conservation Area or materially affects its ecological state, to the extent that materially and adversely impacts Project Sponsor's purpose in obtaining the Conservation Easement, or (ii) commits fraud relating to this Agreement, then Project Sponsor shall have the right to immediately terminate this Agreement and receive a return of the Deposit and any other amounts paid to Owner, hereunder.

(e) If Owner fails to perform any of its material obligations under this Agreement for any reason other than default by Project Sponsor, Project Sponsor may, following not less than ten (10) business days' written notice to Owner: (i) terminate this Agreement and receive a return of the Deposit and any other amounts paid to Owner hereunder, or (ii) enforce specific performance of this Agreement against Owner.

11. **Other Mitigation Projects.** Owner hereby acknowledges and agrees that the Conservation Area may be used for multiple Mitigation Projects, may be incorporated with other parcels (whether or not owned by Owner) to form one or more integrated Mitigation Projects, and that the Conservation Area may be used to access the entirety of such Mitigation Projects. In addition, to the extent Project Sponsor intends to establish any Mitigation Projects after the Closing within the Conservation Area, Owner shall, upon request from Project Sponsor, execute and deliver such reasonably requested documents and instruments consistent with those described in Section 4(b) ("Document Delivery"). Notwithstanding the foregoing, the Project Sponsor agrees not to enter the Excluded Area for any purpose without prior written permission from Owner.

12. **Economic Benefits from Mitigation Projects.** Owner acknowledges and agrees that any economic benefits arising from Mitigation Projects shall inure solely to the benefit of Project Sponsor and/or its affiliates, and the sole consideration payable to Owner hereunder shall be the Conservation Price as set forth above.

13. **Condemnation.** In the event any portion of the Conservation Area is condemned and/or taken by eminent domain, or access thereto shall be taken or proceedings or negotiation therefor are commenced prior to the Closing, if Project Sponsor, in Project Sponsor's discretion, concludes that such condemnation or taking renders the remainder of the Conservation Area unsuitable for Project Sponsor's purposes, and Project Sponsor notifies Owner in writing of such conclusion prior to the Closing, then this Agreement shall terminate and Section 10 ("Termination") shall

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apply in respect of amounts paid to Owner.

14. **Casualty.** Owner shall be responsible for all risks of damage, loss, or injury to the Conservation Area and its ecological state and for all property-owner liability prior to the Closing. If, prior to the Closing, the Conservation Area or any part thereof (including vegetation) shall be destroyed or materially damaged, or if the ecological state of the Conservation Area or any part thereof is materially altered by fire, flood, erosion, weather, wind, disease, infestation, or other casualty, in whole or in part, if Project Sponsor, in Project Sponsor's discretion, concludes that such casualty renders the Conservation Area unsuitable for Project Sponsor's purposes, and Project Sponsor notifies Owner in writing of such conclusion prior to the Closing, then this Agreement shall terminate and Section 10a ("Termination") shall apply in respect of amounts paid to Owner.

15. **Notices.** Any notice required by this Agreement shall be hand-delivered, or sent in writing, postage prepaid by U.S. mail, by nationally recognized overnight courier, by hand delivery, by facsimile (receipt confirmed), or by electronic mail, addressed to Project Sponsor or Owner (and such other notice parties as may be listed for either Project Sponsor or Owner, as the case may be), to the address of the Party set forth on the signature page of this Agreement. Such notice shall be deemed given (a) upon hand delivery, (b) three (3) business days after it is mailed, (c) one (1) business day after sending by overnight courier, (d) upon transmission by facsimile (once receipt is confirmed), and (e) upon transmission by electronic mail upon entry into the recipient's electronic mail server. Notices sent by facsimile or electronic mail must be promptly followed by notice sent pursuant to one of the other methods set forth above.

16. **Brokerage Commissions.** Owner and Project Sponsor hereby represent and warrant to each other that neither Party has engaged the services of a real estate broker or real estate brokerage firm in connection with the transaction contemplated by this Agreement. Owner and Project Sponsor shall indemnify the other for any breach of the foregoing representation. This provision shall survive Closing or termination of this Agreement.

17. **Restoration.** Upon Project Sponsor's completion of any Mitigation Project(s) pursuant to this Agreement, Project Sponsor shall restore any access and staging areas within the Conservation Area to substantially the same condition they were in as of the Closing Date. Such provision shall be included in the Conservation Easement.

18. **Other Matters.**

(a) This Agreement will inure to the benefit of and bind the Parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement shall be binding upon and run with the Property until or unless it is terminated in accordance with the terms hereof.

(b) Owner shall keep confidential all information obtained from Project Sponsor concerning the transaction contemplated by this Agreement, including, but not limited to, the terms of this Agreement and the financial consideration being paid hereunder, except for disclosures to Owner's professional advisors and to the extent otherwise required by any governmental ordinance, order, law, regulation, or rule. Owner's obligations under this

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Section 17(b) shall survive the Closing, expiration, or termination of this Agreement.

(c) Whenever a period of time is herein prescribed for action to be taken by either Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, other potential disaster(s) or catastrophe(s) (such as epidemics), shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of such Party; provided, however, there shall be no excuse or delay for any monetary obligation of Project Sponsor.

(d) Both Parties agree and confirm that neither Party is hereby making any representation to the other as to the tax consequences of this Agreement's contemplated transactions (including gains, losses, rollback taxes, depreciation or impacts of, or eligibility of the transactions contemplated by this Agreement for, a so-called like-kind exchange pursuant to §1031 of the Internal Revenue Code of 1986, as amended, a "Like-Kind Exchange"). Each Party agrees that it will seek that Party's own separate tax and accounting advice related to this Agreement.

(e) This Agreement shall be governed by the law of the state in which the Property is located, without reference to its choice of law provisions. Any warranties, representations, or covenants by the Parties agreed to herein shall survive the Closing for the Survival Period and shall not be merged into the Conservation Instruments.

(f) This Agreement, including its exhibits, shall constitute the entire agreement between Owner and Project Sponsor with respect to the subject matter herein and supersedes any other written or oral agreements between Owner and Project Sponsor. This Agreement may be modified only by the written agreement of both Parties.

(g) Project Sponsor may assign this Agreement upon written notice to Owner. Owner shall not assign this Agreement without the prior written consent of Project Sponsor. Notwithstanding any such assignment, Project Sponsor shall remain liable hereunder.

(h) This Agreement may be executed in multiple counterparts, including a facsimile or PDF scanned version thereof, each of which shall be considered to be an original thereof. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement and to the public.

(i) Each Party agrees, and advises the other, to seek their own legal advice with respect to entering into this Agreement, and any particular issue or term related thereto. The Parties hereto acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

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(j) Time is of the essence of this Agreement.

(k) If the day for performance of any obligation hereunder, or the last day of a particular time period provided for herein, falls on a Saturday, Sunday, or legal holiday recognized by national banks in the county where the Property is located, such day for performance, and the expiration of such time period, as the case may be, shall be the next day which is not a Saturday, Sunday or legal holiday.

(l) If one or more counterparts of this Agreement have been executed by Project Sponsor in advance of execution and delivery by Owner, the same shall constitute an offer to proceed with the transactions described herein on the terms and conditions described herein; provided, however, that such offer may only be accepted by Owner by countersigning the counterpart of the Agreement signed by Project Sponsor and delivering the same to Project Sponsor, and until such time may be revoked by Project Sponsor in writing at any time and for any reason in its sole discretion.

(m) The Parties agree that in discussing, negotiating, and entering into this Agreement, neither Party is relying on representations of the other Party except as to the Party's authority to enter in and perform under the Agreement, and the specific representations made in the Agreement.

(n) If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by any Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future.

(o) Section headings are included for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import.

(p) Any amount required to be delivered hereunder may be delivered by cash, check, or wire transfer, of immediately available funds, as specified by Owner.

(q) Following the occurrence of Closing, Project Sponsor shall be permitted to place signs in and around the Conservation Area that identify the Conservation Area, contain the contact information of the Project Sponsor or any of its affiliates, and prescribe the rules and regulations for the restricted use of the Conservation Area. Project Sponsor shall also be permitted to place signage in accordance with applicable federal, state, or local law, or due to safety concerns, pursuant to the terms of the Conservation Easement. Project Sponsor is responsible for obtaining all necessary permits for the erection of such signage.

(r) Project Sponsor agrees not to construct the Mitigation Project upon any portion of

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the Excluded Area, in the approximate location identified as “Excluded Area” on Exhibit B. In the event Project Sponsor elects to obtain a Survey, the Final Survey shall identify and locate boundaries between the Excluded Area and Conservation Area. Owner shall be permitted to continue accessing the Excluded Area as identified on the Final Survey, so long as such access does not interfere with the rights granted to Project Sponsor in this Agreement and the Conservation Instruments.

*[SIGNATURE PAGES FOLLOW]*

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IN WITNESS WHEREOF, Owner and Project Sponsor have executed this Agreement as of the Effective Date.

**OWNER:**

  
Name: Dawn D. Staats  
Date: 28 OCT 2025

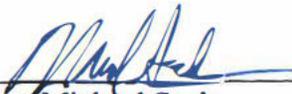
  
Name: Raymond W. Staats  
Date: OCT 28 2025

Address:  
103 Chatham Pass  
Trent Woods, NC 28562  
E-Mail: blustreek08@gmail.com

**PROJECT SPONSOR:**

HGS, LLC,  
a Virginia limited liability company  
d/b/a RES Environmental Operating Company

By: Resource Environmental Solutions, LLC,  
a Louisiana Limited Liability Company, its  
Manager

By:   
Name: Michael Sachs  
Title: General Manager, Northeast  
Date: 11/3/2025

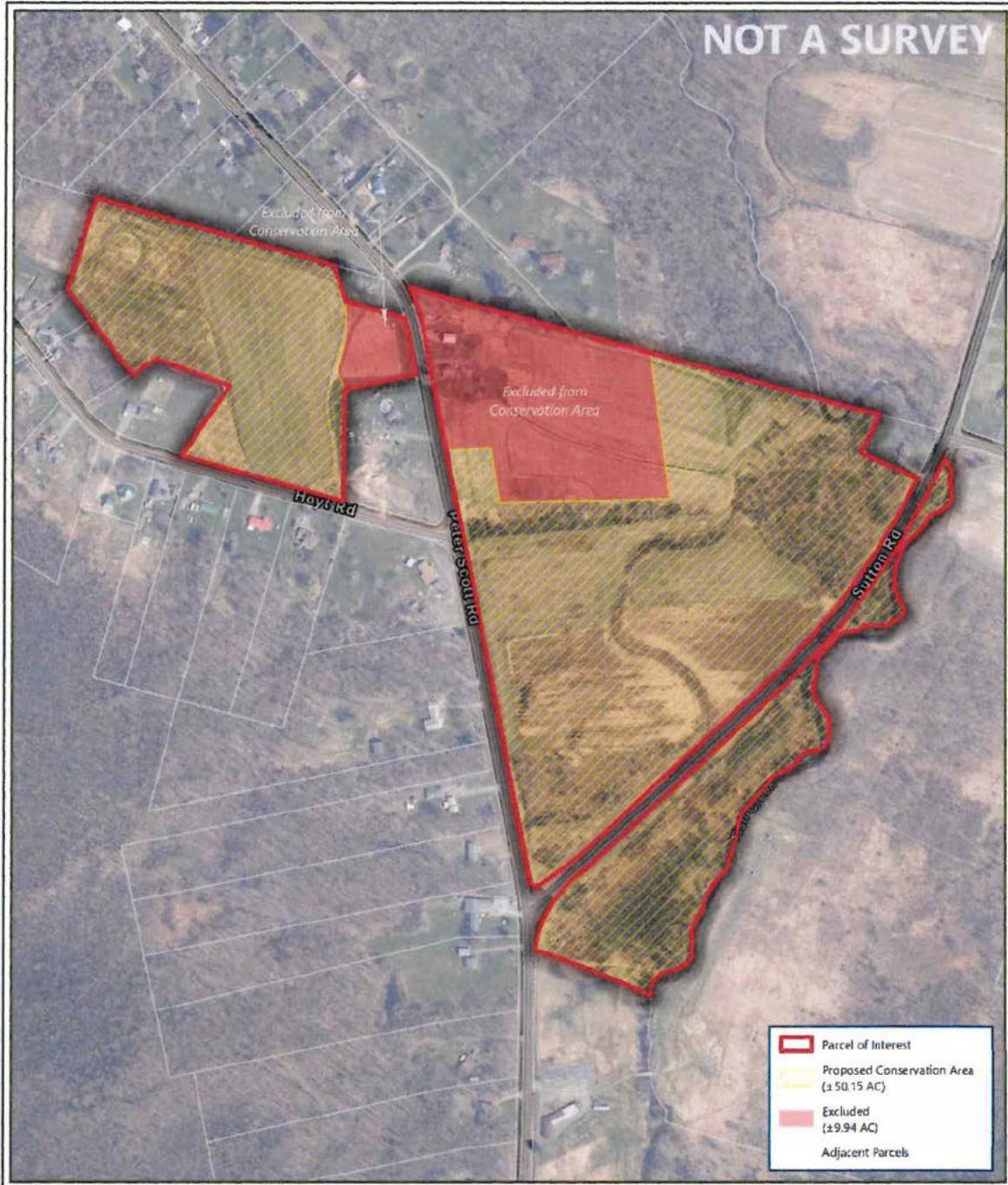
Address:  
c/o Resource Environmental Solutions, LLC  
6575 West Loop South, Suite 300  
Bellaire, Texas 77401  
Attn: Lilly Van Maele  
E-Mail: lvanmaele@res.us

EXHIBIT A  
Description of the Property

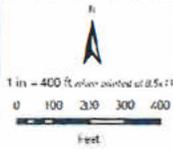
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Schroepel, County of Oswego viz:

County Property No.: 2009-54-01  
Serial No.: 05-5489-079  
Location: 274 Peter Scott Rd  
Lot: 16  
Size: 77.82 Acres  
Tax Map No. 290.00-02-55CONFIDENTIAL

**EXHIBIT B**  
**Initial Depiction of the Conservation Area**  
 The Excluded Area is that portion of the Property located outside the Conservation Area.



**Figure 1**  
**Exhibit B**  
**Staats, Raymond W; Dawn M Staats**  
 Parcel No. 290.00-02-55  
 76.2638°W 43.2572°N



Reference: Project mts site sopranote and subject to field verification and survey.  
 Data Source: NYS DCP (2018)  
 Spatial Reference: NAD83 StatePlane NY C (ft)  
 Date Reported: 8/26/2025  
 Project Number: 110-55



Cartographic style: | POC: Res/State