

## ESCROW AGREEMENT

This AGREEMENT made June \_\_\_\_, 2022, by and among:

JDNY Bundle, LLC, with a principal place of business located at 4520 Madison Avenue, #100 Kansas City, Missouri 64111, ("Owner"); Clinton County, a municipal corporation with a principal place of business located at 137 Margaret Street, Plattsburgh, New York 12901, ("Escrow Agent"); and, Town of Plattsburgh a municipal corporation with a principal place of business at 151 Banker Road, Plattsburgh, New York 12901, ("Town").

WITNESSETH:

WHEREAS, the Escrow Agent has recently sold or will soon be selling to Owner certain real property located in the Town of Plattsburgh, New York, hereafter "the property" and more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Owner is in the process of providing temporary electrical service to said property in an above ground format through lands owned by Escrow Agent; and

WHEREAS, the Town of Plattsburgh planning requirements prohibit permanent electric lines within the Town to be above ground; and

WHEREAS, supply limitations and other factors make the supplying of the property with permanent buried electric power infeasible within the contractual construction schedule of the project; and

WHEREAS, the Town is agreeable to allowing Owner to supply the property with temporary above ground electric power, provided that within twenty-four months of the execution of this Agreement, the property is supplied with permanent buried electric power in accordance with Town requirements as set forth in Exhibit B attached hereto and made a part hereof; and

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree as follows:

1. Owner will supply the property with temporary electrical service using overhead and above ground equipment necessary to meet the project construction schedule, which shall be constructed at Owner's expense.
2. Owner will deposit with Escrow Agent Two Hundred Fifty Thousand Dollars (\$250,000), ("Escrow Funds") upon execution of this Agreement.
3. Escrow Agent hereby acknowledges the receipt from Owner of the Escrow Funds as security for the purchase of materials and equipment by NYSEG and construction and completion of overhead electric power supply and permanent buried electric power

supply in accordance with Town planning regulations. The Escrow Funds shall be first applied to the overhead electric power supply, with the remaining funds subsequently applied to permanent buried electric power supply.

4. Owner shall submit draw requests to Escrow Agent for its actual costs in supplying temporary overhead electrical power to the project and upon Escrow Agent's agreement that the amounts of the draw requests are necessary for the overhead electric power supply shall reimburse Owner from the Escrow Funds.
5. Escrow Agent shall be solely responsible to supply the property with permanent buried electric power within twenty-four (24) months of this Agreement and shall use the remaining Escrow Funds in the escrow account to supply the property with permanent buried electric power and return the balance, if any, to Owner.
6. If the costs of supplying permanent buried electric power to the property by the Escrow Agent exceed the amount of the Escrow Funds, Escrow Agent shall be responsible for and pay the difference.
7. Upon execution of this Agreement and deposit of the Escrow Funds with Escrow Agent, Owner shall have no obligation to supply the property with permanent buried electric power service, or any liability to Escrow Agent for costs, expenses, fees or other amounts related to the construction and completion of permanent buried electric power service, including any aspect of the design, construction, permitting or approval of the same, or escalation of the costs of the materials, equipment or labor required to complete the work.



JDNY Bundle LLC Owner  
By: Nicholas C. Jones, Manager

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Clinton County Escrow Agent

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Town of Plattsburgh

EXHIBIT A

PROPERTY DESCRIPTION

LOT D

Beginning at an iron rod to be set at the northeast corner of the herein described parcel of land. Said point also being located on the southerly edge of a proposed road right of way and the northwest corner of Lot I.

Thence, S 26°57'30" E a distance of 631.56' along the westerly boundary of Lot I to an iron rod to be set at the northwest corner of lands now or formerly owned by TDC NNY Inc.

Thence, S 44°02'08" W a distance of 2,189.00' along lands of TDC NNY Inc. to a capped iron rod found.

Thence, S 84°00'32" W a distance of 234.10' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 05°59'56" W a distance of 1,000.00' along the easterly boundary of Lot H to an iron rod to be set.

Thence, S 84°00'32" W a distance of 200.00' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 05°59'28" W a distance of 849.02' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 84°00'32" E a distance of 212.15' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 05°59'28" W a distance of 200.00' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 84°00'32" E a distance of 66.00' along the easterly boundary of Lot H to an iron rod to be set at the northwest corner of Lot E.

Thence, S 05°59'28" E a distance of 200.00' along the westerly boundary of Lot E to an iron rod to be set at the southwest corner of Lot E.

Thence, N 84°00'32" E a distance of 1,138.50' along the southerly boundary of Lot E to an iron rod to be set at the southeast corner of Lot E.

Thence, N 05°59'28" W a distance of 200.00' along the easterly boundary of Lot E to an iron rod to be set at the northeast corner of Lot E. Said point being located on the southerly edge of a proposed road right of way.

Thence, N 84°00'32" E a distance of 327.76' along the southerly edge of a proposed road right of way to an iron rod to be set.

Thence, along a curve to the right having a radius of 124.50' a distance of 89.32' to an iron rod to be set.

Thence, along a curve to the left having a radius of 90.50' a distance of 94.93' to the point of beginning.

## N. Exterior Lighting

1. **General.** All lighting shall comply with the Town lighting regulations applicable in all districts. All exterior lighting shall be provided from full cutoff, downward facing fixtures which prevent any light emitted above the 90 degrees horizontal to minimize night sky pollution, glare and spillover onto adjacent properties, unless otherwise noted below.
2. **Light Quality and Color.** Exterior lighting is recommended to be provided from Induction or L.E.D. (light emitting diode) fixtures to provide quality light while minimizing energy use, provided the color temperature of the light is between 2500 and 3800 kelvin. Mercury vapor and low pressure sodium lamps are not recommended.
3. **Light Intensity.** Exterior lighting for parking lots and pedestrian areas is encouraged to remain at the lowest acceptable footcandle levels wherever possible to reduce energy use, glare and night sky pollution.
4. **Parking Lot Lighting.** Light fixtures located within the interior area of a parking lot and its perimeter shall not exceed 30 feet in height.
5. **Pedestrian Walkway Lighting.** Light fixtures located along pedestrian walkways or paths internal to the site shall not exceed 15 feet in height.
6. **Facade Lighting.** Decorative facade lighting, where used, shall only direct the light downward on the facade. Upward facing facade lighting shall only be permitted in instances where it is installed underneath a canopy, porch or roof overhang which will capture the upward light spill.
7. **Security Lighting.** Security lighting is encouraged to be provided from regular pedestrian fixtures where possible, especially in areas visible from a public way. Where dedicated security "wall packs" may be necessary, it is recommended that they operate on motion sensor activations to limit use.
8. **Landscaping Lights.** Decorative landscaping lighting shall be permitted only around the immediate building entry area or to highlight the landscaping at a freestanding monument sign, provided they are low voltage systems which are equipped with automatic switching to turn off the lights no later than one hour after the facility closes, or 11pm, whichever is earlier.

9. **Holiday or Event Lighting.** None of the provisions above shall be construed to limit the temporary use of decorative lights for holidays or special events.

## O. Site Amenities

1. **General.** All new development or redevelopment projects which require site plan review should provide common site amenities such as benches, bicycle racks, trash and recycling receptacles or public transit shelters commensurate with the size of the development and anticipated public use.
2. **Bicycle Racks.** One (1) bicycle parking or storage space should be provided for each primary building, plus an additional one (1) bicycle parking or storage space for every (20) required automobile parking spaces.

## P. Mechanical and Utility Areas

1. All new utility lines shall be buried underground, especially along roads.