

## Appendix 4-2

# **Demonstration of Title or Lease in Facility Site**



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-5517  
 Receipt#: 2021280217  
 Clerk: SM  
 Rec Date: 10/15/2021 10:41:58 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 9  
 Rec'd Frm: J.S. LAND SERVICES  
 Party1: BROOKSIDE SOLAR LLC  
 BROWN STEVEN R  
 BROWN CAROLYN M  
 Party2: BROOKSIDE SOLAR LLC  
 BROWN STEVEN R  
 BROWN CAROLYN M  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>90.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>90.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 443	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this "**Agreement**") is made as of this 23<sup>rd</sup> day of September, 2021 (the "**Effective Date**"), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 ("**Company**") and **Steven R. Brown and Carolyn M. Brown, husband and wife**, with a mailing address of 1677 County Route 23, Chateaugay, NY 12920 ("**Owner**"). Owner and Company are sometimes referred to individually herein as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the "**Property**").

B. Company is developing a solar energy generating facility ("**Project**") in the Town of Chateaugay, County of Franklin, State of New York ("**Project Property**"). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, "**Improvements**") comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner's Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law ("**Setback Restrictions**"). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company's development, construction, and operation of the Project, including Company's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a "**Project Permit**" and collectively "**Project Permits**"). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; **provided, however**, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.



9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right to Assign and Encumber.

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner: Steven R. Brown and Carolyn M. Brown  
1677 County Route 23  
Chateaugay, NY 12920  
Phone: 518-483-3582

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

16. Reimbursement of Expenses. Company shall pay Owner an amount up to **\$1,000.00** in reasonable attorney's fees incurred by Owner and directly related to the review and drafting of this Agreement within thirty (30) calendar days of the latter of (i) of the execution of this Agreement by both Parties, and (ii) providing to Company the invoice demonstrating such expenses. For the avoidance of doubt, the reimbursement of such attorney's fees shall be in addition to and is not to be credited towards the Consideration.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Printed Name: James Marshall

Title: CEO

**OWNER:**

By:  \_\_\_\_\_

Printed Name: Steven R. Brown

By:  \_\_\_\_\_

Printed Name: Carolyn M. Brown

OWNER NOTARY ACKNOWLEDGMENT

THE STATE OF New York  
COUNTY OF Franklin

On the 28 day of September in the year 2021 before me, the undersigned, personally appeared **Steven R. Brown** 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.

Rebalka L. Scaccia  
Notary Public Signature

Print Rebalka L. Scaccia

Title or Office: Village Clerk

My commission expires: 04/13/2024

**Rebalka L. Scaccia**  
Notary Public, State of New York  
No. 01SC6406803  
Qualified in Franklin County  
Commission Expires 04/13/2024

THE STATE OF New York  
COUNTY OF Franklin

On the 28 day of September in the year 2021 before me, the undersigned, personally appeared **Carolyn M. Brown**, 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 she/he/they executed the same in her/his/their capacity(ies), and that by her/his/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rebalka L. Scaccia  
Notary Public Signature

Print Rebalka L. Scaccia

Title or Office: Village Clerk

My commission expires: 04/13/2024

**Rebalka L. Scaccia**  
Notary Public, State of New York  
No. 01SC6406803  
Qualified in Franklin County  
Commission Expires 04/13/2024

COMPANY NOTARY ACKNOWLEDGMENT

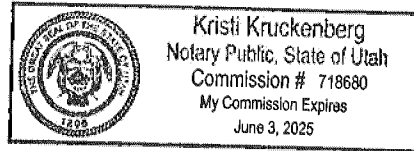
STATE OF UTAH

COUNTY OF SALT LAKE

On the 13 day of Oct in the year 2021 before me, the undersigned, personally appeared James Marshall 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

Kristi Kruckenberg  
Notary Public Signature

Print: Kristi Kruckenberg  
My commission expires: June 3, 2025



**EXHIBIT A to Neighbor Agreement**

Description of the Property

Deeds at Page 1169 and described as follows: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York and being part of Great Lot No. 45 in the general division of Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING at the Northeasterly corner of lands and premises owned by parties of the first part, said point being located in the center of the new County Road as it now (1974) exists; thence proceeding in a Northwesterly direction

along the Northeast boundary of premises owned by parties of the first part a distance of 201 feet to a point; thence proceeding in a Southwesterly direction along the Northerly boundary of parties of the first part a distance of 274 feet to a point; thence proceeding in a Southeasterly direction along the South boundary of parties of the first part a distance of 201 feet to the center of the new highway; thence proceeding in a Northeasterly direction along the center of the new county Road a distance of 274 feet to the point or place of beginning.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 74.-1-7 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-4870  
 Receipt#: 2021279207  
 Clerk: SM  
 Rec Date: 09/14/2021 10:49:36 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 9  
 Rec'd Frm: J.S. LAND SERVICES  
 Party1: BROOKSIDE SOLAR LLC  
 HUDSON BARBARA E  
 Party2: BROOKSIDE SOLAR LLC  
 HUDSON BARBARA E  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>90.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>90.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 248	
Exempt	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 23 day of **August**, 2021 (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **Barbara E. Hudson**, with a mailing address of 1529 County Route 23, Chateaugay, NY 12920 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Chateaugay, Franklin County New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

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2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.



3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

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6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; **provided, however**, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

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8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.

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11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "Transfer"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "Lender's Lien"). As used herein, the term "Lender" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

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12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

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If to Owner: Barbara E. Hudson  
1529 County Route 23  
Chateaugay, NY 12920  
Phone: 518-353-2855

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

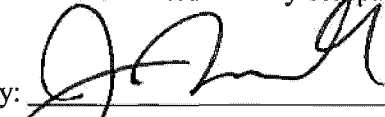
15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

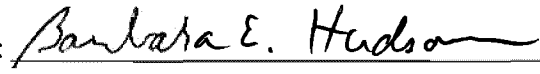
BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By: 

Printed Name: James Marshall

Title: CEO

**OWNER:**

By: 

Printed Name: Barbara E. Hudson

**OWNER NOTARY ACKNOWLEDGMENT**

THE STATE OF NEW YORK

COUNTY OF FRANKLIN

On the 23 day of **August** in the year **2021** before me, the undersigned, personally appeared **Barbara E. Hudson** 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Meagan E LaPage  
Notary Public Signature

Print Meagan E LaPage

My commission expires: June 26, 2025

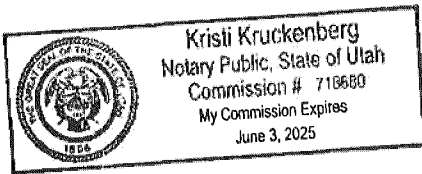
Meagan E. LaPage  
Notary Public, State of New York  
County of Franklin County  
My Commission Expires June 26, 2025  
Commission # 01LA6360737

COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 8 day of Sept in the year 2021 before me, the undersigned, personally appeared James Marshall 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 in the City of Salt Lake, County of Salt Lake and State of Utah.



(Official Seal)

Kristi Kruckenberg

Notary Public

Print Name: Kristi Kruckenberg

My Commission Expires: June 3, 2025

**EXHIBIT A to Neighbor Agreement**

Description of the Property

**ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND**, situate, lying and being in the Town of Chateaugay, County of Franklin, and State of New York, bounded and described as follows:

**BEGINNING** at a point in the center line of County Route #23 which road is also known as the Malone-Chateaugay Road and the Burke County Road, said point being 171 feet Easterly from the Southwest corner of the property of Garth A. Bisonette and Diane V. Bisonette located on the North side of said road said Southwest corner also being at a point on the West bounds of the Town of Chateaugay and the East bounds of the Town of Burke;

**RUNNING THENCE** Easterly along the center line of the road a distance of 185 feet to a point;

**RUNNING THENCE** Northerly at a right angle to the center line of the road a distance of 156 feet to a point;

**RUNNING THENCE** Westerly at a right angle to the last described course a distance of 185 feet to a point;

**RUNNING THENCE** Southerly a distance of about 156 feet to a point in the center of the road which is the place of **BEGINNING**.

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated December 9, 2016, recorded at Inst. No. 2016-6248 in the Franklin County Clerk's Office, from Terry Bessette, as Grantor, to Charles A. Hudson and Barbara E. Hudson, as Grantees. Charles A. Hudson died October 3, 2019.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 74.-1-20 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-6432  
 Receipt#: 2021281632  
 Clerk: BL  
 Rec Date: 11/24/2021 11:56:03 AM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 8  
 Rec'd Frm: J.S. LAND SERVICES

Party1: HUTCHINS HEATH  
 SAVAGE MELISSA  
 ACE DEVELOPMENT CO LLC  
 Party2: ACE DEVELOPMENT CO LLC  
 SAVAGE MELISSA  
 HUTCHINS HEATH  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>85.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>85.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 714	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk



Recording requested by and  
when recorded mail to:

ACE Development Company, LLC  
Attention: Land Manager  
2180 South 1300 East, Suite 600  
Salt Lake City, Utah 84106

---

(space above this line for recorder's use)

**MEMORANDUM OF LEASE OPTION AGREEMENT**

THIS MEMORANDUM OF LEASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of July 6, 2021 (the "Effective Date"), between \***HEATH HUTCHINS AND MELISSA SAVAGE**, as joint tenants with rights of survivorship ("Landowner"), and \*\***ACE DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company ("Optionee"), in light of the following facts and circumstances: \* **PO Box 846, Chateaugay, NY 12920**  
\*\***2180 South 1300 East Suite 600**  
**Salt Lake City, UT 84106**

**RECITALS:**

WHEREAS, Landowner and Optionee have entered a Lease Option Agreement dated as of the Effective Date with respect to property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Landowner and Optionee desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the Official Records of Franklin County, New York in order to provide record notice of the Option Agreement and Optionee's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Landowner hereby grants to Optionee, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to lease approximately 23.36 acres, more or less of real property within the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference.

Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a thirty-six (36) month period beginning on the Effective Date. Closing of the transaction contemplated by the Option Agreement shall occur within ninety (90) days following Optionee's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Landowner:

Heath Hutchins and Melissa Savage  
PO Box 846  
Chateaugay, NY 12920

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Optionee:

ACE Development Company, LLC  
Attention: Land Manager  
2180 South 1300 East, Suite 600  
Salt Lake City, Utah 84106  
Phone: (801) 679-3500  
Email: land@spower.com

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Optionee include their respective successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records of Franklin County, New York, in order to provide public record notice of the Option Agreement and Optionee's rights in and to the land subject to the Option Agreement. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Optionee in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[ *The remainder of this page is intentionally left blank.* ]

IN WITNESS WHEREOF, Landowner and Optionee, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

**LANDOWNER:**

**Heath Hutchins**

Dated: 6/16/21



**Melissa Savage**

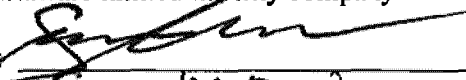
Dated: 6/16/21

Melissa Savage

**OPTIONEE:**

**ACE DEVELOPMENT COMPANY, LLC,**  
a Delaware limited liability company

Dated: 7/6/21

By:   
Name: Sean McBride  
Title: Authorized Person

ACKNOWLEDGEMENT OF LANDOWNER

STATE OF NY }  
COUNTY OF Franklin } S.S

On June 16, 2021 before me, Heath Hutchins<sup>83</sup>  
At Sherry Boyea, Notary Public, personally appeared,  
Heath Hutchins + Melissa Savage

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature: Sherry Langdon Boyea

SHERRY LANGDON Boyea (Notary Seal)  
Notary Public, State of New York  
Reg. No. 01LA6145028  
Qualified in Franklin County  
Commission Expires May 1, 2022

ACKNOWLEDGEMENT OF LANDOWNER

STATE OF NY }  
COUNTY OF Franklin } S.S

On June 16, 2021 before me, Sherry Boyea  
Notary Public, personally appeared,  
Heath Hutchins + Melissa Savage

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sherry Langdon Boyea

Sherry Boyea  
SHERRY LANGDON  
Notary Public, State of New York  
Reg. No. 01LAB145028  
Qualified in Franklin County  
Commission Expires May 1, 2022

(Notary Seal)

ACKNOWLEDGEMENT OF OPTIONEE

STATE OF UTAH }  
COUNTY OF Salt Lake } S.S

On July 6, 2021 before me, Kristi Kruckenberg  
Sean Mc Bride, Notary Public, personally appeared,

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kristi Kruckenberg



(Notary Seal)

**EXHIBIT A to Memorandum of Option**  
**LEGAL DESCRIPTION OF THE PROPERTY**

THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, described as follows:

Being a part of Lot No. 56, Old Military Tract, Township No. 7, more particularly described as follows:

BEGINNING at the Southeast corner of a parcel of land described in a Deed from Tradex Marketing, Inc., to Hans Heintzen, dated October 2, 1975, and recorded in the Franklin County Clerk's Office in Liber 475 of Deeds at Page 974; and running thence Northerly along the East boundary line of Heintzen's land 2,400 feet, more or less, to the South shore of the Chateaugay River; thence Easterly along the shore of said Chateaugay River as it winds and turns to a point 497 feet, more or less, Easterly of the lands of Heintzen aforesaid; thence Southerly along the East bounds of grantor's lands 2,366 feet, more or less, to the lands now owned or formerly owned by Albert Suscie; thence westerly 343.5 feet, more or less, to Suscie's Northwest corner; thence southerly 214.5 feet, more or less, to the center of Route 11 aforesaid; thence Westerly along the center of Route 11, 154 feet, more or less, to the point or place of beginning, supposed to contain about twenty-seven (27) acres of land, more or less.

Being the premises described in a Deed from Tradex Marketing, Inc., to Gerald Bova, dated March 17, 1976, and recorded in the Franklin County Clerk's Office in Liber 476 at Page 700.

EXCEPTING THEREFROM all that plot or parcel of land described in a Deed from Platt Goodspeed to the Chasm Power Co., dated October 31, 1902, and recorded in the Franklin County Clerk's Office in Liber 117 of Deeds at Page 286, which is the parcel of land lying South from the North line of premises hereinbefore described Southerly to the upper brink of the river bank.

All being part of premises by Daniel Goodspeed to Platt Goodspeed by two deeds dated and recorded as follows: 4/24/1882; recorded 4/26/82, Liber 33, Page 336; and dated 5/01/1873, recorded 9/8/74, Liber 54, Page 122.

SUBJECT to a right of ingress and egress to a well on lands of party of the first part for the purpose of using so much of the water as is necessary, contained in a Deed dated June 15, 1954, and recorded in the Franklin County Clerk's Office on 6/15/54 in Liber 280, Page 645.

Subject to all power line and telephone line easements of record.

BEING the same premises sold by Walter P. King to Daniel J. King, in a Deed dated October 21, 1990, and recorded in Liber 553 of Deeds at Page 321 on March 4, 1991.

EXCEPTING AND RESERVING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, described as follows:

"Being part of the property, this date, conveyed by Walter P. King to Daniel J. King and recorded this date, in the Franklin County Clerk's Office.

BEGINNING at a point in an easterly line of said parcel, being 550 feet north of the State Highway known as Route 11 and running thence westerly 400 feet to a point in a line parallel with the South line of aforementioned property; thence North parallel with the easterly line of said property, 200 feet to a point; thence easterly in a line parallel with the South line of aforesaid parcel 400 feet to the easterly line of the aforesaid parcel and thence Southerly 200 feet to the point or place of beginning.

It is also intended to convey a right-of-way 30 feet wide from Route 11 to the premises described herein for ingress and egress from and to said property."

BEING the same premises conveyed by Daniel J. King to Jane King Hawksby, by Deed dated April 8, 1991, and recorded in the Franklin County Clerk's Office on April 8, 1991 in Liber 555 of Deeds at Page 186.

**APN 60.-2-21.100 -- Parcel 1 (23.36 ac)**



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-6319  
 Receipt#: 2021281472  
 Clerk: BL  
 Rec Date: 11/19/2021 08:50:55 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 9  
 Rec'd Frm: J.S. LAND SERVICES  
 Party1: BROOKSIDE SOLAR LLC  
 HUTCHINS HEATH L  
 SAVAGE MELISSA  
 Party2: SAVAGE MELISSA  
 HUTCHINS HEATH L  
 BROOKSIDE SOLAR LLC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>90.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>90.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 683	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk



## NEIGHBOR AGREEMENT

This Neighbor Agreement (this "**Agreement**") is made as of this 13 day of October, 2021 (the "**Effective Date**"), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of ~~2180 South~~ 1330 East, Suite 600, Salt Lake City, UT 84106 ("**Company**") and **Heath L. Hutchins and Melissa Savage**, as joint tenants with right-of-survivorship, with a mailing address of PO Box 846, Chateaugay, NY 12920 ("**Owner**"). Owner and Company are sometimes referred to individually herein as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the "**Property**").

B. Company is developing a solar energy generating facility ("**Project**") in the Town of Chateaugay, County of Franklin, State of New York ("**Project Property**"). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, "**Improvements**") comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner's Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law ("**Setback Restrictions**"). In addition, the improvement may project more noise to the Owner's Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals ("**Noise Restrictions**"). The Setback Restrictions and Noise Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company's development, construction, and operation of the Project, including Company's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a "**Project Permit**" and collectively "**Project Permits**"). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional consideration therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto. The Parties agree that Exhibit B is confidential and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; **provided, however**, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right To Assign and Encumber.

11.1. Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2. Release From Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner: Heath Hutchins and Melissa Savage  
PO Box 846  
Chateaugay, NY 12920  
Phone: (518) 481-4955

If to Company: ACE Development Company, LLC  
Attention: Land Manger  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500  
Email: landlegalnotices@aes.com

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

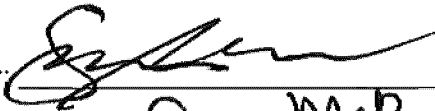
15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

*(Signatures on following page)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

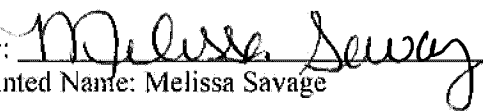
Printed Name: Sean McBride

Title: General Counsel & Secretary

**OWNER:**

By:  \_\_\_\_\_

Printed Name: Health L. Hutchins

By:  \_\_\_\_\_

Printed Name: Melissa Savage

OWNER NOTARY ACKNOWLEDGMENT

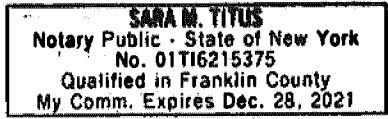
THE STATE OF New York

COUNTY OF Franklin

On the 13<sup>th</sup> day of ~~September~~ October in the year 2021 before me, the undersigned, personally appeared **Health L. Hutchins**, 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.

[Signature]  
Notary Public Signature

Print Sara M Titus



Title or Office: Notary Public

My commission expires: 12/28/21

COMPANY:

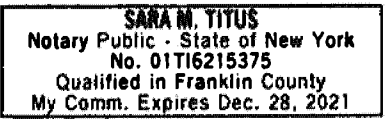
THE STATE OF New York

COUNTY OF Franklin

On the 13<sup>th</sup> day of ~~September~~ October in the year 2021 before me, the undersigned, personally appeared **Melissa Savage**, 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.

[Signature]  
Notary Public Signature

Print Sara M Titus



Title or Office: Notary Public

My commission expires: 12/28/21

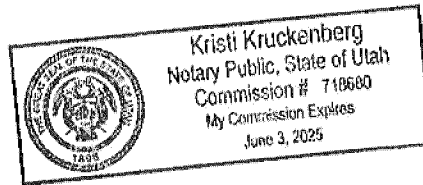
COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 5 day of ~~September~~ November in the year 2021 before me, the undersigned, personally appeared Sean McBride 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

Kristi Kruckenberg  
Notary Public Signature



Print: Kristi Kruckenberg  
My commission expires: 6/3/25

**EXHIBIT A to Neighbor Agreement**

Description of the Property

The following property located in the Town of Chateaugay, County of Franklin, State of New York:

APN 60.-2-21.300 – Parcel 1 (1.84 ac)

*ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, described as follows:*

*Beginning at a point in an easterly line of said parcel, being 550 feet North of the State Highway known as Route 11 and running thence westerly 400 feet to a point in a line parallel with the South line of the aforementioned property; thence North parallel with the easterly line of said property 200 feet to a point; thence easterly in a line parallel with the South line of the aforesaid parcel 400 feet to the easterly line of the aforesaid parcel and thence southerly 200 feet to the point or place of beginning.*

*It is also intended to convey a right-of-way 30 feet wide from Route 11 to the premises described herein for ingress and egress from and to said property.*

*Being the same premises as conveyed by Daniel J. King to Jane King-Hawksby by Corrective Deed dated April 8th, 1991 and recorded in the Franklin County Clerk's Office on April 8th, 1991 in Liber 555 of Deeds at Page 186.*





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

INSTRUMENT #: 2021-6890

Total: 90.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Receipt#: 2021282387  
 Clerk: SM  
 Rec Date: 12/16/2021 03:31:16 PM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 10  
 Rec'd Frm: ACE DEVELOPMENT COMPANY, LLC

Party1: BROOKSIDE SOLAR LLC  
 JARVIS CHRISTOPHER G  
 Party2: JARVIS CHRISTOPHER G  
 BROOKSIDE SOLAR LLC  
 Town: BURKE

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY INGeo

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this "**Agreement**") is made as of this 23 day of ~~August~~ <sup>September</sup>, 2021 (the "**Effective Date**"), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 ("**Company**") and **Christopher G. Jarvis**, with a mailing address of 5730 State Route 11, Chateaugay, NY 12920 ("**Owner**") Owner and Company are sometimes referred to individually herein as a "**Party**" and collectively as the "**Parties** "

### RECITALS

A Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the "**Property**")

B Company is developing a solar energy generating facility ("**Project**") in the Town of Chateaugay, Franklin County New York ("**Project Property**") Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, "**Improvements**") comprising the Project may be installed on land adjacent to or near the Property The Improvements may be located closer to the Owner's Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law ("**Setback Restrictions**") The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**

C Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein

### AGREEMENT

NOW, THEREFORE, the parties agree as follows

1 Cooperation Owner shall fully cooperate with Company's development, construction, and operation of the Project, including Company's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a "**Project Permit**" and collectively "**Project Permits**") Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2 Waivers Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request

3        Consideration In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording

4        Term and Termination The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records

5        Default If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”), provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence

6        Remedies Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; **provided, however**, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement

7        Confidentiality Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information

8        Attorney’s Fees and Costs In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith

9 Governing Law This Agreement shall be governed and construed in accordance with the laws of the State of New York

10 Counterparts It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures

11 Right to Assign and Encumber

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "Transfer"), and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "Lender's Lien") As used herein, the term "Lender" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities

11.2 Release from Liability However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement

11.3 Notice to Owner Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner, provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk

11.4 Notice of Default Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested Any such statement may be conclusively relied upon by Company and any Lender The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct

13 Notices All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows

If to Owner Christopher G. Jarvis  
5730 State Route 11  
Chateaugay, NY 12920  
Phone. ~~607-738-7895~~ 518-651-1453

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13 Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14 Recording of Agreement The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located Grantor hereby consents to the recordation of the interest of an assignee in this Agreement

15 Successors and Assignees All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns

16 Reimbursement of Expenses Company shall pay Owner an amount up to **\$1,000.00** in reasonable attorney's fees incurred by Owner and directly related to the review and drafting of this Agreement within thirty (30) calendar days of the latter of (i) of the execution of this Agreement by both Parties, and (ii) providing to Company the invoice demonstrating such expenses For the avoidance of doubt, the reimbursement of such attorney's fees shall be in addition to and is not to be credited towards the Consideration

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**


By \_\_\_\_\_ 

Printed Name: Christopher G. Jarvis

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**


BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Printed Name: Sean McBride \_\_\_\_\_

Title: General Counsel & Secretary \_\_\_\_\_

**OWNER:**

By:  \_\_\_\_\_

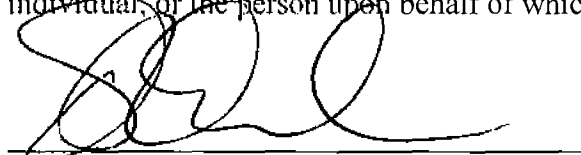
Printed Name: Christopher G Jarvis

OWNER NOTARY ACKNOWLEDGMENT

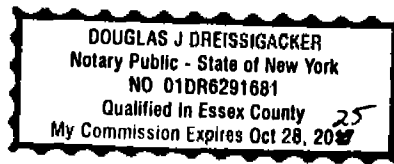
THE STATE OF NEW YORK

COUNTY OF ~~FRANKLIN~~ ESSEX

On the 23 day of September in the year **2021** before me, the undersigned, personally appeared **Christopher G. Jarvis** 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 Signature



Print: Douglas J. Dreissigacker

My commission expires: 10/28/2025



COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 23 day of Nov. in the year 2021 before me, the undersigned, personally appeared Sean McBride 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

  
\_\_\_\_\_  
Notary Public Signature



Print: Kristi Kruckenberg

My commission expires. June 3, 2025

## EXHIBIT A to Neighbor Agreement

### Description of the Property

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Burke, Franklin County, New York, being part of Lot 46, Township No. 7 of the Old Military Tract and bounded and described as follows: Being a strip of land 65 feet wide on the east side of the premises formerly owned by the parties of the first part in the Town of Burke, New York; and extending to the rear of said premises being about one hundred and sixty five (165) feet in depth described as follows. **BEGINNING** at the northeast corner of the premises described in a Deed from Petersen to Amord dated November 29, 1947 and recorded in the Franklin County Clerk's Office on December 8, 1947 at Liber 314 at page 563 and running westerly 65 ft; thence southerly about 165 ft parallel to the east line of said premises above described to the south line thereof; thence easterly 65 ft to the southeast corner of the premises; thence northerly along the east line of said premises above described about 165 feet to the place of beginning containing all the lands within said bounds. Being a portion of the premises set forth in Liber 314 of Deeds at Page 563 in the Franklin County Clerk's office.

**ALSO ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Burke, County of Franklin State of New York, being in Great Lot No. 46, Township No. 7, Old Military Tract, bounded and described as follows:

**BEGINNING** at an iron re-rod set in the southerly boundary of U. S. Route No. 11 at the northeast corner of Franklin County (Liber 485, Page 861), formerly Edward and Ruth Amord (Liber 430, Page 884), thence South 75 degrees 20 minutes 00 seconds East, 90.00 feet along the southerly boundary of U. S. Route No. 11 to an iron re-rod set,

**THENCE** South 13 degrees 55 minutes 45 seconds West, 152 feet through the lands of James Johnston (Liber 290 Page 397 Parcel 11) to an iron re-rod set, said course being about 3.5 feet easterly from the edge of a garage.

**THENCE** North 75 degrees 20 minutes 00 seconds West, 90.00 feet through the lands of James Johnston and along the southerly line of William T. and James G. Johnston (Liber 474, Page 224) to an iron re-rod at the southeast corner of Franklin County and the Southwest corner of William I. and James I. Johnston (Liber 474, Page 224),

**THENCE** North 13 degrees 55 minutes 45 seconds East 152.00 feet along the easterly line of Franklin County and the westerly line of William T. and James G. Johnston to the point of beginning

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated July 2, 2008, recorded at Inst. No. 2008-3066 in the Franklin County Clerk's Office, from Floyd N. Safford and Bonnie Safford a/k/a Bonnie L. Safford, as Grantor, to Christopher G. Jarvis, as Grantee

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 59-4-7 and 59-4-6 in the Franklin County Tax Assessment Office



**FRANKLIN COUNTY – STATE OF NEW YORK**  
**KIP CASSAVAW, COUNTY CLERK**  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

**COUNTY CLERK'S RECORDING PAGE**  
**\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\***



**INSTRUMENT #:** 2021-5583  
  
**Receipt#:** 2021280319  
**Clerk:** JR  
**Rec Date:** 10/18/2021 02:02:50 PM  
**Doc Grp:** RP  
**Descrip:** AGREEMENT  
**Num Pgs:** 9  
**Rec'd Frm:** J.S. LAND SERVICES  
  
**Party1:** KINGSLEY WARREN  
 BROOKSIDE SOLAR LLC  
**Party2:** BROOKSIDE SOLAR, LLC  
 KINGSLEY WARREN  
**Town:** CHATEAUGAY

**Recording:**

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
<b>Sub Total:</b>	<u>90.00</u>
<b>Transfer Tax</b>	
<b>Transfer Tax</b>	0.00
<b>Sub Total:</b>	<u>0.00</u>
<b>Total:</b>	<u>90.00</u>

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 467  
 Exempt

<b>Total:</b>	0.00
---------------	------

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 17 day of **September, 2021** (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **Warren Kingsley**, with a mailing address of 1523 County Route 23, Chateaugay, NY 12920 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Chateaugay, County of Franklin, State of New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company’s development, construction, and operation of the Project, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a “**Project Permit**” and collectively “**Project Permits**”). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; provided, however, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right to Assign and Encumber.

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner:                                 Warren Kingsley  
  1523 County Route 23  
  Chateaugay, NY 12920  
  Phone: 518-319-0476

If to Company:                                 Brookside Solar, LLC  
  c/o AES Clean Energy  
  2180 South 1330 East, Suite 660  
  Salt Lake City, UT 84106  
  Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

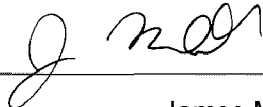
15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By: 

Printed Name: James Marshall

Title: Chief Financial Officer

**OWNER:**

By: 

Printed Name: Warren Kingsley



OWNER NOTARY ACKNOWLEDGMENT

THE STATE OF NEW YORK

COUNTY OF FRANKLIN

On the 17<sup>th</sup> day of ~~August~~ September in the year **2021** before me, the undersigned, personally appeared **Warren Kingsley** 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.

Sherry Langdon Boyea  
Notary Public Signature

Print: Sherry Langdon Boyea

My commission expires: \_\_\_\_\_ Boyea

~~SHERRY LANGDON~~  
Notary Public, State of New York  
Reg. No. 01LAG145028  
Qualified in Franklin County  
Commission Expires May 1, 2022

COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 13 day of Oct in the year 2021 before me, the undersigned, personally appeared James Marshall 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

Kristi Kruckenberg  
Notary Public Signature



Print: Kristi Kruckenberg

My commission expires: 6/3/25

**EXHIBIT A to Neighbor Agreement**

Description of the Property

**PARCEL ONE: ALL THAT TRACT OR PARCEL OF LAND, situate in Great Lot 46, Township 7, Old Military Tract, Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows: BEGINNING at a point in the center of County Route 23, said point marking the Southwest corner of lot 4 as delineated on filed map no. 1472 in the Franklin County Clerk's Office entitled "Map of Survey prepared for Cersosimo Lumber Company, Inc." by Drake & Allott Land Surveyors dated September 16, 1993; thence**

- 1) N 08°51'35" E 1670.73 ft., along the Westerly bounds of said lot 4, to an iron pin set marking the Northwest corner thereof, said course passing over an iron pin set 33.22 ft. from the center of said road; thence
- 2) N 77°35'00" E 370.92 ft. along the Northerly bounds of said lot 4, to an iron pin set marking the Northeast corner thereof; thence
- 3) Southerly, along the Easterly bounds of said lot 4, the following:
  - a) S08°51'35" W 1687.94 ft. to an iron pin set; thence
  - b) N74°35'50" W 163.82 ft. to an iron pin set; thence
  - c) S15°24'10" W 156.00 ft. to a point in the center of said highway marking the Southeast corner of said lot 3, said course passing over an iron pin set 33.00 ft. from the center of said highway; thence
- 4) N 74°35'50" W 166.19 ft., along the Southerly bounds of said lot 4 and the center of said highway, to the point of beginning.

Containing 13.329 acres of land as surveyed by Drake & Allott Land Surveyors, September 16, 1993, and being known as lot 4 of said survey map.

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated April 16, 2015, recorded at Inst. No. 2015-1646 in the Franklin County Clerk's Office, from Tina Kingsley, as Grantor, to Warren Kingsley, as Grantee.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 74.1-1-2.5 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-5520

Receipt#: 2021280226  
 Clerk: BL  
 Rec Date: 10/15/2021 11:33:33 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 10  
 Rec'd Frm: J.S. LAND SERVICES

Party1: BROOKSIDE SOLAR LLC  
 Party2: PARMETER DALE  
 PARMETER JANE  
 Town: BURKE

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax  
 Transfer Tax 0.00

Sub Total: 0.00

Total: 95.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 446  
 Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 19 day of September, 2021 (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **Dale Parmeter and Jane Parmeter, husband and wife**, with a mailing address of 5747 State Route 11, Chateaugay, NY 12920 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Burke, County of Franklin, and State of New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company’s development, construction, and operation of the Project, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a “**Project Permit**” and collectively “**Project Permits**”). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

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7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

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11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

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If to Owner: Dale Parmeter and Jane Parmeter  
5747 State Route 11  
Chateaugay, NY 12920  
Phone: 518-497-3196

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

16. Reimbursement of Expenses. Company shall pay Owner an amount up to One Thousand Dollars (\$1,000.00) in reasonable attorney's fees incurred by Owner and directly related to the review and drafting of this Agreement within thirty (30) calendar days of the latter of (i) of the execution of this Agreement by both Parties, and (ii) providing to Company the invoice demonstrating such expenses. For the avoidance of doubt, the reimbursement of such attorney's fees shall be in addition to and is not to be credited towards the Consideration.

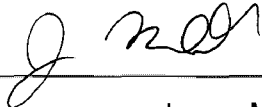
(Signatures on following page)



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

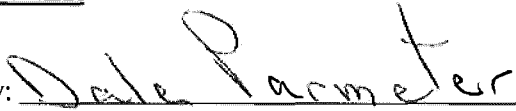
BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By: 

Printed Name: James Marshall

Title: Chief Financial Officer

**OWNER:**

By: 

Printed Name: Dale Parmeter

By: 

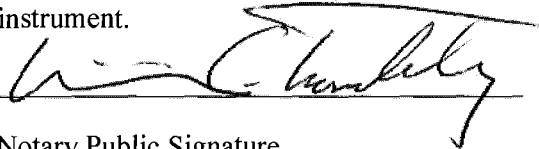
Printed Name: Jane Parmeter

OWNER NOTARY ACKNOWLEDGMENT

THE STATE OF New York

COUNTY OF Franklin

On the 19<sup>th</sup> day of September in the year 2021 before me, the undersigned, personally appeared **Dale Parmeter**, 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 William A. Trombly

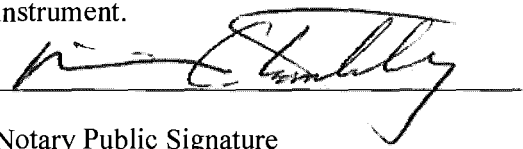
Title or Office: Notary

My commission expires: \_\_\_\_\_ **WILLIAM A. TROMBLY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TR6041784  
Qualified in Franklin County  
My Commission Expires 05-15-2022**

THE STATE OF New York

COUNTY OF Franklin

On the 19<sup>th</sup> day of September in the year 2021 before me, the undersigned, personally appeared **Jane Parmeter**, 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 William A. Trombly

Title or Office: Notary

My commission expires: \_\_\_\_\_ **WILLIAM A. TROMBLY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TR6041784  
Qualified in Franklin County  
My Commission Expires 05-15-2022**

COMPANY NOTARY ACKNOWLEDGMENT

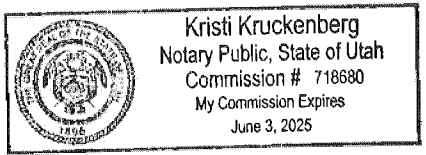
STATE OF UTAH

COUNTY OF SALT LAKE

On the 13 day of Oct in the year 2021 before me, the undersigned, personally appeared James Marshall 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

Kristi Kruckenberg  
Notary Public Signature

Print: Kristi Kruckenberg  
My commission expires: 6/3/25



**EXHIBIT A to Neighbor Agreement**

Description of the Property

**ALL THAT TRACT OR PARCEL OF LAND** situate in Great Lot 55, Township 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

**BEGINNING** at a point at the northeast corner of a parcel of land conveyed to Dale & Jane Parmeter by deed recorded in the Franklin County Clerk's Office in Liber 563 at Page 150;

**THENCE** South  $07^{\circ} 19' 15''$  seconds West for a distance of 125.11 feet along the easterly bounds of the said Parmeter parcel to a point in the northerly bounds of U. S. Route 11;

**THENCE** South  $78^{\circ} 39' 05''$  East for a distance of 68.64 feet along the northerly bounds of U. S. Route 11 to a concrete highway monument found;

**THENCE** North  $79^{\circ} 50' 20''$  East for a distance of 72.72 feet along the northerly bounds of U. S. Route 11 to an angle point in the northerly bounds of U. S. Route 11;

**THENCE** South  $85^{\circ} 06' 25''$  East for a distance of 144.95 feet along the northerly bounds of U. S. Route 11 to a 5/8" rebar set in easterly bounds of a parcel of land conveyed to James G. & Gertrude M. Johnston by deed recorded in the Franklin County Clerk's Office in Liber 349 at Page 387 (parcel3) and at the southwest corner of a parcel of land conveyed to William & Abbot Kominers by deed recorded in the Franklin County Clerk's Office in Liber 492 at Page 1189;

**THENCE** North  $05^{\circ} 54' 40''$  seconds East for a distance of 106.05 feet along the easterly bounds of the said Johnston parcel and the westerly bounds of the said Kominers parcel to a 5/8" rebar set;

**THENCE** North  $83^{\circ} 30' 45''$  West for a distance of 280.07 feet through the lands of the said Johnston parcel to the point of beginning.

**BEING THE SAME PREMISES** conveyed in that certain Quitclaim Deed dated September 28, 2001, recorded at Book 785, Page 166 in the Franklin County Clerk's Office, from James G. Johnston and Gertrude M. Johnston, his wife, as Grantors, to Dale Parmeter and Jane Parmeter, his wife, as Grantees.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 59.-3-8.1 in the Franklin County Tax Assessment Office.

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Burke, County of Franklin and State of New York, and more particularly described as follows: BEGINNING at a point which is twelve (12) rods eight (8) feet east of the southwest corner of lands owned by Howard Hunter, said point being on New York State Route #11; thence from said point northerly eight rods; thence east twenty rods; from thence south eight rods to the Highway; thence back to the place of beginning along said Highway.

**EXPRESSLY RESERVING** the right to maintain, repair, install and build a water line upon said property to Howard Hunter, his heirs and assigns.

Being the same premises originally conveyed by Deed of Howard Hunter to Ernest Nephew et al which Deed is recorded in Franklin County Clerk's Office in Liber 345 of Deeds at Page 127.

**EXCEPTING AND RESERVING THEREFROM** the following portion of the above described premises as described in a Deed dated June 4, 1955 from Ernest Nephew and Daniel Moore to Howard Hunter, recorded in Franklin County Clerk's Office, June 17, 1955, in Liber 346 of Deeds at Page 519, viz: **ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Burke, County of Franklin and State of New York, and more particularly described as follows: Beginning at a point which is the southeast corner of lands owned by Ernest Nephew and Daniel Moore located on New York State Route #11, and running thence westerly along said highway for five rods, and thence northerly for eight rods, and running thence easterly for five rods, and thence back to the point of beginning; being part of the same premises conveyed by Howard Hunter to Ernest Nephew and Daniel Moore by Deed dated April 23, 1955, recorded in Franklin County Clerk's Office in Liber 345 of Deeds at Page 127.

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated August 23, 1996, recorded at Book 685, Page 56 in the Franklin County Clerk's Office, from Ruth Amord, as Grantor, to Dale Parmeter and Jane Parmeter, his wife, as Grantees.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 59.-3-7 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAY, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-5518  
 Receipt#: 2021280222  
 Clerk: SM  
 Rec Date: 10/15/2021 11:05:45 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 9  
 Rec'd Frm: J.S. LAND SERVICES  
 Party1: BROOKSIDE SOLAR LLC  
 PATNODE DONALD C  
 PATNODE ANN M  
 Party2: PATNODE DONALD C  
 PATNODE ANN M  
 BROOKSIDE SOLAR LLC  
 Town: BURKE

Recording:  
 Cover Page 5.00  
 Recording Fee 60.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00  
 Sub Total: 90.00  
 Transfer Tax  
 Transfer Tax 0.00  
 Sub Total: 0.00  
 Total: 90.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*  
 \*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 444  
 Transfer Tax  
 Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 28 day of September, 2021 (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **Donald C. Patnode and Ann M. Patnode, husband and wife**, with a mailing address of 5772 State Route 11, Chateaugay, NY 12920 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Burke, County of Franklin, State of New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company’s development, construction, and operation of the Project, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a “**Project Permit**” and collectively “**Project Permits**”). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; provided, however, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.



9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right to Assign and Encumber.

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner: Donald C. Patnode and Ann M. Patnode  
5772 State Route 11  
Chateaugay, NY 12920  
Phone: 518-497-6563

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

16. Reimbursement of Expenses. Company shall pay Owner an amount up to \$1,000.00 in reasonable attorney's fees incurred by Owner and directly related to the review and drafting of this Agreement within thirty (30) calendar days of the latter of (i) of the execution of this Agreement by both Parties, and (ii) providing to Company the invoice demonstrating such expenses. For the avoidance of doubt, the reimbursement of such attorney's fees shall be in addition to and is not to be credited towards the Consideration.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Printed Name: James Marshall

Title: CFO

**OWNER:**

By: Donald C. Patnode

Printed Name: Donald C. Patnode

By: Ann M. Patnode

Printed Name: Ann M. Patnode

OWNER NOTARY ACKNOWLEDGMENT

THE STATE OF NY

COUNTY OF Franklin

On the 28<sup>th</sup> day of September in the year 2021 before me, the undersigned, personally appeared **Donald C. Patnode**, 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.

*Sherry Langdon Boyea*

Notary Public Signature

Print Sherry Langdon Boyea

Title or Office: SHERRY LANGDON  
Notary Public, State of New York  
Reg. No. 01LA6145028  
Qualified in Franklin County

My commission expires: Commission Expires May 1, 2022

THE STATE OF NY

COUNTY OF Franklin

On the 28<sup>th</sup> day of September in the year 2021 before me, the undersigned, personally appeared **Ann M. Patnode**, 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.

*Sherry Langdon Boyea*

Notary Public Signature

Print Sherry Langdon Boyea

Title or Office: SHERRY LANGDON  
Notary Public, State of New York  
Reg. No. 01LA6145028  
Qualified in Franklin County

My commission expires: Commission Expires May 1, 2022

COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 13 day of Oct in the year 2021 before me, the undersigned, personally appeared James Marshall 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

*Kristi Kruckenberg*

Notary Public Signature

Print: Kristi Kruckenberg

My commission expires: June 3, 2025



**EXHIBIT A to Neighbor Agreement**  
Description of the Property

ALL THAT OR PARCEL OF LAND Situate in the Town of Burke, Franklin County, New York; BEGINNING at a point 1,120 feet easterly from the North west corner of Lot #46, which point is on the northerly boundary of Lot #46; thence southerly, at right angles to the said Lot line, a distance of 313 feet to a point; thence easterly a distance of 208.7 feet to a point; thence northerly, parallel with the easterly line of Lot #46 a distance of 313 feet to the northerly line of Lot #46; thence westerly, parallel with the southerly boundary of the land conveyed herein, a distance of 208.7 feet to the point or place of beginning containing 1.5 acres of land, be the same more or less.

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated July 31, 1976, recorded at Book 479, Page 509 in the Franklin County Clerk's Office, from James Johnston, as Grantor, to Donald C. Patnode and Ann M. Patnode, his wife, as Grantees.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 59.-4-13.2 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-4878  
 Receipt#: 2021279213  
 Clerk: SM  
 Rec Date: 09/14/2021 11:15:33 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 9  
 Rec'd Frm: J.S. LAND SERVICES  
 Party1: BROOKSIDE SOLAR LLC  
 PRUE SHARON M  
 Party2: BROOKSIDE SOLAR LLC  
 PRUE SHARON M  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>90.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>90.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 252	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 23 day of **August, 2021** (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **Sharon M. Prue**, with a mailing address of PO Box 569, Chateaugay, NY 12920 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Chateaugay, Franklin County New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company’s development, construction, and operation of the Project, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a “**Project Permit**” and collectively “**Project Permits**”). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.



3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; **provided, however**, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right to Assign and Encumber.

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "Transfer"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "Lender's Lien"). As used herein, the term "Lender" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner: Sharon M. Prue  
PO Box 569  
Chateaugay, NY 12920  
Phone: 518-319-6744

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By: 

Printed Name: \_\_\_\_\_

James Marshall

Title: \_\_\_\_\_

CFO

**OWNER:**

By: 

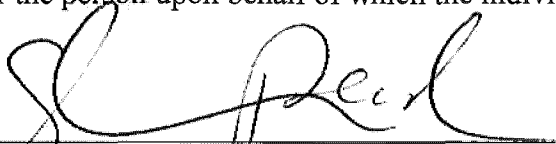
Printed Name: Sharon M. Prue

**OWNER NOTARY ACKNOWLEDGMENT**

THE STATE OF NEW YORK

COUNTY OF FRANKLIN

On the 23 day of **August** in the year **2021** before me, the undersigned, personally appeared **Sharon M. Prue** 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public Signature

Print Steven L. Peck

My commission expires: Dec. 17 2022

Steven L. Peck, Notary Public State of New York  
Franklin County - No. 01PE638-4766  
My Commission Expires December 17, 2022

COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 8 day of Sept in the year 2021 before me, the undersigned, personally appeared James Marshall 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 in the City of Salt Lake, County of Salt Lake and State of Utah.



(Official Seal)

Kristi Kruckenberg  
Notary Public  
Print Name: Kristi Kruckenberg  
My Commission Expires: June 3, 2025

**EXHIBIT A to Neighbor Agreement**

Description of the Property

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Chateaugay, County of Franklin and State of New York, being more particularly described as follows, i.e.: **BEGINNING** at a point in the center of the highway known as Route 11, said point being located 50 feet west from the southeast corner of first parties premises, said point being also the southwest corner of premises owned by Arlington Wood; thence proceeding in a northerly direction to the edge of the pavement and thence continuing northerly a distance of 185 feet to a point; thence proceeding in a westerly direction in a line parallel with the highway a distance of 360 feet to a point; thence proceeding in a southerly direction to the edge of the pavement a distance of 185 feet; thence continuing southerly to the center of the said highway; thence proceeding in an easterly direction along the center of said highway a distance of 360 feet to the point and place of beginning. Intending to reserve a parcel of land on which is located the house garden and well. The barn is located immediately west of the within reserved premises and is conveyed to parties of the second part.

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated January 20, 2011, recorded at Inst. No. 2011-635 in the Franklin County Clerk's Office, from Gary Lewis and Debra Lewis, his wife, as Grantors, to Sharon M. Prue, as Grantee.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 60.-1-9.1 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-6346

Receipt#: 2021281503  
 Clerk: BL  
 Rec Date: 11/19/2021 02:46:00 PM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 9  
 Rec'd Frm: J.S. LAND SERVICES

Party1: BROOKSIDE SOLAR LLC  
 Party2: TRAINER PATRICIA R  
 Town: CHATEAUGAY

Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 90.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 90.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 692  
 Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk



## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 20 day of **October, 2021** (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **Patricia R. Trainer**, with a mailing address of 630 County Route 39, Chateaugay, NY 12920 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Chateaugay, County of Franklin, State of New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company’s development, construction, and operation of the Project, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a “**Project Permit**” and collectively “**Project Permits**”). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; **provided, however**, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right to Assign and Encumber.

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner: Patricia R. Trainer  
630 County Route 39  
Chateaugay, NY 12920  
Phone: 518-497-6416

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

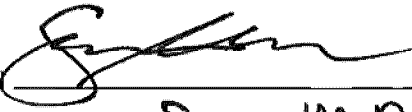
15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

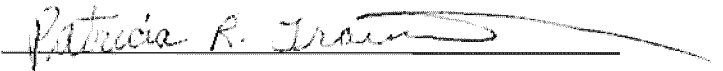
BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Printed Name: Sean McBride

Title: General Counsel & Secretary

**OWNER:**

By:  \_\_\_\_\_

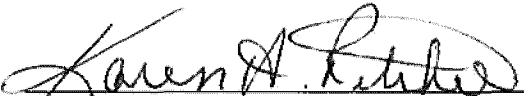
Printed Name: Patricia R. Trainer

**OWNER NOTARY ACKNOWLEDGMENT**

THE STATE OF NEW YORK

COUNTY OF FRANKLIN

On the 20<sup>th</sup> day of ~~August~~ <sup>October</sup> in the year **2021** before me, the undersigned, personally appeared **Patricia R. Trainer** 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public Signature

Print: KAREN A. RITCHIE

My commission expires: \_\_\_\_\_ KAREN A. RITCHIE  
Notary Public, State of New York  
Franklin County No. 01P14723986  
Commission Expires September 30, 2022

COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 5 day of Nov in the year 2021 before me, the undersigned, personally appeared Sean McBride 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

Kristi Kruckenberg  
Notary Public Signature



Print: Kristi Kruckenberg

My commission expires: 6/3/25

**EXHIBIT A to Neighbor Agreement**

Description of the Property

**ALL THAT PIECE OR PARCEL OF LAND**, situate in the Town of Chateaugay, County of Franklin and State of New York, and being part of Lot No. 55, of Township No. 7, of the Old Military Tract, and bounded as follows: **BEGINNING** in the southeast corner of of said Lot No. 55, and running from thence northerly along the east bounds of said Lot, thirty two chains, to lands heretofore conveyed to Hoel Smith; thence westerly in said Hoel Smith's south line twelve chains and fifty links; thence southerly on a line parallel with the east bounds of said Lot, thirty two chains to the south line of said Lot; thence easterly along said south line twelve chains and fifty links, to the place of beginning, containing forty acres of land, be the same more or less.

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated April 17, 2003, recorded at Book 826, Page 310 in the Franklin County Clerk's Office, from Margaret S. Wood, as Grantor, to Patricia R. Trainer, as Grantee.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 60.-1-8.1 in the Franklin County Tax Assessment Office.





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAY, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-6318  
 Receipt#: 2021281471  
 Clerk: BL  
 Rec Date: 11/19/2021 08:38:04 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 11  
 Rec'd Frm: J.S. LAND SERVICES  
 Party1: BROOKSIDE SOLAR LLC  
 WHIPPLE RODNEY P FAMILY  
 TRUST/TRUSTEE  
 RODNEY P WHIPPLE FAMILTY  
 TRUST/TRUSTEE  
 Party2: WHIPPLE RODNEY P FAMILY  
 TRUST/TRUSTEE  
 RODNEY P WHIPPLE FAMILY  
 TRUST/TRUSTEE  
 Town: CHATEAUGAY

Recording:  
 Cover Page 5.00  
 Recording Fee 70.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00  
 Sub Total: 100.00  
 Transfer Tax  
 Transfer Tax 0.00  
 Sub Total: 0.00  
 Total: 100.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*  
 \*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 682  
 Transfer Tax  
 Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 20 day of September, 2021 (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **Rodney P. Whipple, as Trustee for Rodney P. Whipple Family Trust** with a mailing address of P.O. Box 383, Newport, NH 03773 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Chateaugay, Franklin County New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company’s development, construction, and operation of the Project, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a “**Project Permit**” and collectively “**Project Permits**”). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

3. Consideration. In consideration of the rights and obligations granted in this Agreement, Company shall pay to Owner those amounts set forth in Exhibit B attached hereto (the “**Consideration**”). The Parties agree that Exhibit B is confidential, and Company may remove or redact Exhibit B upon recording.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall end on the day that is forty-nine (49) years following the Effective Date unless otherwise terminated earlier (“**Term**”). Company shall have the right to terminate this Agreement at any time by giving written notice of termination to Owner if Company abandons the Project. The abandonment of the Project shall mean the Project is not operational for a continuous two (2) year period after the Project has achieved commercial operation. Upon termination of this Agreement, Company shall promptly file a termination of this Agreement in the public records.

5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; **provided, however**, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right to Assign and Encumber.

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner: Rodney P. Whipple, Trustee  
P. O. Box 383  
Newport, NH 03773  
Phone: 603-863-3088 OR 863-619-6666

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

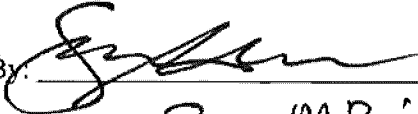
15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Printed Name: Sean McBride

Title: General Counsel & Secretary

**OWNER:**

Rodney P. Whipple, as Trustee for Rodney P. Whipple  
Family Trust

By:  \_\_\_\_\_

Printed Name: Rodney P. Whipple, Trustee

OWNER NOTARY ACKNOWLEDGMENT

THE STATE OF NEW ~~YORK~~ Hampshire

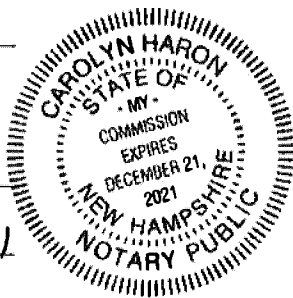
COUNTY OF ~~FRANKLIN~~ SULLIVAN

On the 20 day of ~~August~~<sup>September</sup> in the year 2021 before me, the undersigned, personally appeared **Rodney P. Whipple, as Trustee for Rodney P. Whipple Family Trust** 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.

Carolyn Haron  
Notary Public Signature

Print: Carolyn Haron

My commission expires: 12-21-2021



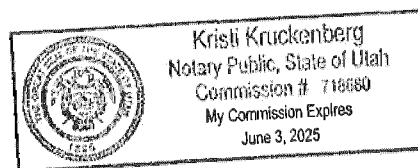
COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 5th day of Nov. in the year 2021 before me, the undersigned, personally appeared Sean McBride 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

Kristi Kruckenberg  
Notary Public Signature



Print: Kristi Kruckenberg

My commission expires: June 3, 2025



EXHIBIT A to Neighbor Agreement

Description of the Property

All that tract or parcel of land situate in Lot No. 54, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

*Beginning* at a point in the centerline of the East Road, said point being the southeast corner of the property conveyed to Kyle E. & Shelly A. Johnston as recorded in the Franklin County Clerk's Office in Liber 888 at Page 283 and a northeast corner of the property conveyed to Dana K. Foote, Jr. as recorded in the Franklin County Clerk's Office in Liber 893 at Page 82;

*THENCE* running along the centerline of the East Road the following courses and distances:

- 1) South 09 degrees 19 minutes 05 seconds West for a distance of 738.76 feet to a point in the centerline of the East Road;
- 2) South 07 degrees 26 minutes 35 seconds West for a distance of 167.31 feet to a point in the centerline of the East Road, said point being the southeast corner of the property conveyed herein;

*THENCE* through the lands of Dana K. Foote, Jr. on a new line North 80 degrees 42 minutes 10 seconds West for a distance of 565.22 feet to a 5/8" rebar set in a fence line marking the west bounds of Dana K. Foote, Jr. and the east bounds of the property conveyed to Patrick Downing as recorded in the Franklin County Clerk's Office in Liber 833 at Page 109, said course also passing over a 5/8" rebar set 24.76 feet west of the centerline of the East Road;

*THENCE* along a barb wire fence marking the west bounds of Foote and the east bounds of Downing North 09 degrees 05 minutes 15 seconds East for a distance of 387.03 feet to a 5/8" rebar set at an old upright rail road tie found, said rebar marking the northeast corner of Downing;

*THENCE* North 77 degrees 50 minutes 55 seconds West along the remains of old barb wire fence marking the bounds between Downing and Foote for a distance of 98.91 feet to a 5/8" rebar set at an old fence corner, said rebar marking a corner in the Foote boundary and being in the north bounds of Downing, said rebar also marking the southeast corner of the property conveyed to Dick C. King as recorded in the Franklin County Clerk's Office in Liber 874 at Page 254, (Parcel I);

*THENCE* along a barb wire fence marking the west bounds of Foote and the east bounds of King North 08 degrees 45 minutes 40 seconds East for a distance of 981.17 feet to a Upright Rail Road Tie found, said Tie marking the northwest corner of Foote and the southwest corner of Dick C. King Liber 874 at Page 254 (Parcel II);

**THENCE** along the north bounds of Foote and the south bounds of King (Parcel II) South 82 degrees 23 minutes 45 seconds East for a distance of +/- 274 feet to a point in the centerline of Allen Brook, said point being the northeast corner of Foote and the northwest corner of the property conveyed to Kyle F. & Shelly A. Johnston as recorded in the Franklin County Clerk's Office in Liber 888 at Page 283, said course passing over a 5/8" rebar set +/- 26 feet west of the centerline of Allen Brook;

**THENCE** running southerly along the westerly bounds of Johnston being the centerline of Allen Brook +/-562 feet to a point, said point being the southwest corner to Johnston;

**THENCE** along the north bounds of Foote and the south bounds of Johnston South 82 degrees 23 minutes 45 seconds East for a distance of +/- 366 feet to the point of beginning, said course passing over a 5/8" rebar set +/-12 feet east of the centerline of Allen Brook and a Upright Rail Road Tie found 27.57 feet west of the centerline of the East Road.

**CONTAINING** +/- 16.43 Acres of land as surveyed by Langdon Land Surveying on May 29, 2012.

**LESS AND EXCEPT**

All that tract or parcel of land situate in Lot No. 54, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

**Commencing** at a point in the centerline of the East Road, said point being the southeast corner of the property conveyed to Rodney Whipple as recorded in the Franklin County Clerk's Office as Instr. # 2012-4818 and a northeast corner of the property conveyed to Ephraim W. & Mattie E. Miller as recorded in the Franklin County Clerk's Office as Instr. # 2015-4418 **RUNNING THENCE** along the south bounds of Whipple and the north bounds of Miller South 83 degrees 50 minutes 40 seconds West for a distance of 180.99 feet to a 5/8" rebar set with cap marked "Langdon" said point being the *point of beginning*, said course passing over a 5/8" rebar found with cap marked "Langdon" 24.75 feet west of the centerline of the East Road;

**THENCE** continuing along the north bounds of Miller and the south bounds of Whipple South 83 degrees 50 minutes 40 seconds West for a distance of 384.03 feet to a 5/8" rebar found with cap marked "Langdon" in a wire fence, said rebar marking the southwest corner of Whipple, the northwest corner of Miller and being in the east bounds of the property conveyed to Patrick & Beth Downing as recorded in the Franklin County Clerk's Office in Liber 989 at Page 104;

**THENCE** along the west bounds of Whipple and the east bounds of Downing as marked by a wire fence North 06 degrees 21 minutes 50 seconds West for a distance of 386.90 feet to a 5/8" rebar found with cap marked "Langdon" at an old upright rail road tie/ fence corner, said rebar marking the northeast corner of Downing and a corner to Whipple;

**THENCE** through the lands of Whipple along the following new courses and distances:

- 1) North 86 degrees 44 minutes 25 seconds East for a distance of 82.42 feet to a 5/8" rebar set with cap marked "Langdon";
- 2) North 20 degrees 19 minutes 40 seconds East for a distance of 124.78 feet to a point;
- 3) North 83 degrees 42 minutes 35 seconds East along the centerline of a gravel drive/road for a distance of 423.48 feet to a point in the centerline of the East Road;

..... **THENCE** along the centerline of the East Road South 06 degrees 03 minutes 45 seconds East for a distance of 230.49 to a point;

**THENCE** through the lands of Whipple along the following new courses and distances:

- 1) South 83 degrees 50 minutes 40 seconds West for a distance of 180.99 feet to a 5/8" rebar set with cap marked "Langdon", said course passing over a 5/8" rebar set with cap marked "Langdon" 24.75 feet west of the centerline of the East Road;
- 2) South 07 degrees 19 minutes 00 seconds West for a distance of 264.97 feet to the point of beginning.

**CONTAINING** 5.00 Acres of land.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 59.-2-8.400 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAY, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-4877  
 Receipt#: 2021279212  
 Clerk: SM  
 Rec Date: 09/14/2021 11:07:54 AM  
 Doc Grp: RP  
 Descrip: AGREEMENT  
 Num Pgs: 10  
 Rec'd Frm: J.S. LAND SERVICES  
 Party1: BROOKSIDE SOLAR LLC  
 JOHNSTON JAMES W  
 JOHNSTON KATHY J  
 Party2: BROOKSIDE SOLAR LLC  
 JOHNSTON JAMES W  
 JOHNSTON KATHY J  
 Town: BURKE

Recording:  
 Cover Page 5.00  
 Recording Fee 65.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00  
 Sub Total: 95.00  
 Transfer Tax  
 Transfer Tax 0.00  
 Sub Total: 0.00  
 Total: 95.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*  
 \*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 251  
 Transfer Tax  
 Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

## NEIGHBOR AGREEMENT

This Neighbor Agreement (this “**Agreement**”) is made as of this 24 day of August, 2021 (the “**Effective Date**”), by and between **Brookside Solar, LLC**, a Delaware limited liability company, with a mailing address of c/o AES Clean Energy, 2180 South 1330 East, Suite 600, Salt Lake City, UT 84106 (“**Company**”) and **James W. Johnston and Kathy J. Johnston, his wife** with a mailing address of 10 East Road, Burke, NY 12917 (“**Owner**”). Owner and Company are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof for all purposes (the “**Property**”).

B. Company is developing a solar energy generating facility (“**Project**”) in the Town of Burke, Franklin County New York (“**Project Property**”). Company expects that some of the solar energy generating improvements, including solar photovoltaic panels, transmission and communication facilities, roads, storage facilities and other improvements, appliances, machinery and equipment associated with any of the foregoing (collectively, “**Improvements**”) comprising the Project may be installed on land adjacent to or near the Property. The Improvements may be located closer to the Owner’s Property boundary or residence than is allowed by certain regulations set forth in any local or state zoning, building, subdivision or land development laws, regulations and/or governmental approvals, including but not limited to Section 94-c of the New York State Executive Law (“**Setback Restrictions**”). The Setback Restrictions are hereinafter collectively referred to as the **Restrictions**.

C. Company desires to obtain an easement and waiver of the Restrictions from Owner for the development, installation, ownership, operation and maintenance of the Improvements on the Project Property and Owner is willing to grant Company such a waiver and easements on the terms and provisions set forth herein.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully cooperate with Company’s development, construction, and operation of the Project, including Company’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project (each a “**Project Permit**” and collectively “**Project Permits**”). Without limiting the generality of the foregoing, in connection with any application by Company for a Project Permit, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Waivers. Owner hereby waives the Restrictions. Owner consents to noise greater than required by such laws, and setbacks less than those required by such laws. Further, if so requested by Company or any such affiliate, Owner shall cooperate with Company, at no cost to Owner, to (i) review and, without demanding additional Consideration (as defined below) therefore, (i) execute (and if appropriate cause to be acknowledged) any noise or setback waiver or other document or instrument reasonably requested by Company in connection therewith and (ii) return the same thereto within thirty (30) days after such request.

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5. Default. If a Party (the “**Defaulting Party**”) fails to perform its obligations hereunder (an “**Event of Default**”), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the “**Non-Defaulting Party**”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “**Notice of Default**”); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

6. Remedies. Except as qualified by provisions of Section 5, in the event of any uncured default, the non-defaulting Party may, as its sole remedy, prosecute proceedings at law against such defaulting Party to recover damages or court order for the performance (or injunction against, as the case may be) of any such default; provided, however, Owner shall not (and hereby waives the right to) commence or join any claims subject to the matters set forth in this Agreement, and Owner shall be limited to seeking damages in the event of any failure by Company to perform its obligations hereunder. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.

7. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “**Confidential Information**”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Company. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of Owner, or any other person or entity that has obtained or hereafter obtains rights or interests from such Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

8. Attorney’s Fees and Costs. In the event of any litigation for the interpretation or enforcement, or which in any other manner relates to this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys’ fees incurred in connection therewith.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

10. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

11. Right to Assign and Encumber.

11.1 Company shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to: (a) assign, or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Agreement, to any person or entity (each (excluding a transfer to or from a Lender), a "Transfer"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "Lender's Lien"). As used herein, the term "Lender" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Company's Project, improvements and/or facilities associated with such Project, or operations in connection therewith, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Company in this Agreement shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Company's then-existing right, title and interest under this Agreement. Any member of Company shall have the right from time to time without Owner's consent to transfer any membership interest in Company to one or more persons or entities.

11.2 Release from Liability. However, upon a Transfer of all of the then-Company's then-existing right, title or interest under this Agreement, the assigning Company shall be released from all of its obligations and liability under this Agreement, so long as the assignee expressly assumes all obligations under this Agreement.

11.3. Notice to Owner. Following a Transfer or the granting of a Lender's Lien as contemplated by Section 11.1, Company or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute an Event of Default but rather shall only have the effect of not binding Owner hereunder with respect to such Lender. Owner hereby consents to the recordation of the interest of the Lender in the Official Records of the County Clerk.

11.4. Notice of Default. Owner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, so long as Company has provided Owner with notice of Lender's identity and address. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, that is given to Company plus an additional thirty (30) days.

12. Estoppel Certificate. Within ten (10) days from receiving written notice from Company and/or Lender, Owner shall execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which any payment hereunder is due and payable has been paid (ii) acknowledging that there are not, to Owner's knowledge, any uncured events of default on the part of Company hereunder, or specifying such uncured events of default if any are claimed, and (iii) containing any other certifications as may be reasonably

requested. Any such statement may be conclusively relied upon by Company and any Lender. The failure of Owner to deliver such statement within such time shall be conclusive upon Owner that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default, and (iii) the other certifications so requested are in fact true and correct.

13. Notices. All notices, statements, demands, correspondence or other communications required or permitted by this Agreement shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Owner: James W. Johnston and Kathy J. Johnston  
10 East Road  
Burke, NY 12917  
Phone: 518-497-6820

If to Company: Brookside Solar, LLC  
c/o AES Clean Energy  
2180 South 1330 East, Suite 660  
Salt Lake City, UT 84106  
Phone: 801-679-3500

Any Party may change its address (and the person(s) to whom notice is to be sent) for purposes of this Section 13 by giving written notice of such change to the other parties in the manner provided in this Section 13. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed to have been tendered to Owner three (3) days after a check for the same (backed by sufficient funds), addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

14. Recording of Agreement. The Parties shall cause the recordation of this Agreement (with the exception of the business terms included in Exhibit B) promptly after execution of this Agreement in the official land title records office of the county in which the Property is located. Grantor hereby consents to the recordation of the interest of an assignee in this Agreement.

15. Successors and Assignees. All provisions of this Agreement shall be binding upon and inure to the benefit of Company and Owner, and their respective successors, assignees, heirs, and personal representatives. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the parties hereto and their respective successors and assigns.

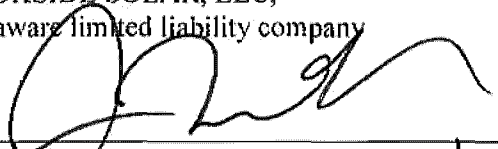
(Signatures on following page)



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**COMPANY:**

BROOKSIDE SOLAR, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

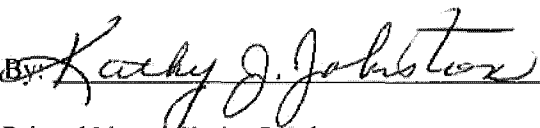
Printed Name: James Marshall

Title: CFO

**OWNER:**

By:  \_\_\_\_\_

Printed Name: James W. Johnston

By:  \_\_\_\_\_

Printed Name: Kathy J. Johnston

OWNER NOTARY ACKNOWLEDGMENT

THE STATE OF New York

COUNTY OF Franklin

On the 24<sup>th</sup> day of August in the year **2021** before me, the undersigned, personally appeared **James W. Johnston and Kathy J. Johnston, his wife** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Dawn M. Scott  
Notary Public Signature

Print: Dawn m. Scott

My commission expires: 8/13/2024

**DAWN M. SCOTT**  
**Notary Public, State of New York**  
**Qualified in Lawrence County**  
**Reg. No. 01SC6262187**  
**My Commission Expires 8/13/ 2024**

COMPANY NOTARY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

On the 8 day of September in the year 2021 before me, the undersigned, personally appeared James Marshall 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 in the City of Salt Lake, County of Salt Lake and State of Utah.

Kristi Kruckenberg  
Notary Public Signature



Print: Kristi Kruckenberg

My commission expires: June 3, 2025

**EXHIBIT A to Neighbor Agreement**

Description of the Property

FIRST PARCEL

**ALL THAT TRACT OR PARCEL OF LAND** situate in Great Lot 55, Township 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

Beginning at the northeast corner of a .228 acre parcel conveyed to Robert and Linda Patnode described in a deed recorded in the Franklin County Clerk's Office in Book 679 of Deeds at Page 240;

Thence South  $07^{\circ} 19' 15''$  West 317.94 feet to a  $5/8''$  rebar set;

Thence South  $82^{\circ} 40' 45''$  East 15.11 feet to the northeast corner of lands of James W. Johnston and Kathy Johnston (Liber 513, Page 132);

Thence South  $07^{\circ} 19' 15''$  West 130.00 feet along the west bounds of the said lands of James W. Johnston and Kathy Johnston to a point;

Thence North  $82^{\circ} 40' 45''$  West 115.94 feet to a point in the east bounds of the East Road;

Thence South  $25^{\circ} 49' 30''$  East along the east bounds of the East Road 13.80 feet to a point;

Thence South  $85^{\circ} 06' 25''$  East 362.34 feet to a point which is the northeast corner of lands of Dale and Jane Parmeter (Liber 563, Page 150);

Thence South  $83^{\circ} 30' 45''$  East 280.07 feet to a  $5/8''$  rebar set in the west bounds of lands now or formerly of William and Abbot Kominers (Liber 492, Page 1189);

Thence North  $05^{\circ} 54' 40''$  East 460.07 feet along the west bounds of the said lands of Kominers to a point;

Thence North  $84^{\circ} 47' 40''$  West 537.81 feet to the point or place of beginning.

**CONTAINING +/- 5.662 Acres of land.**

**BEING THE SAME PREMISES** conveyed in that certain Quitclaim Deed dated September 28, 2001, recorded at Book 785, Page 161 in the Franklin County Clerk's Office, from James W. Johnston and

Gertrude M. Johnston, his wife, as Grantors, to James W. Johnston and Kathy J. Johnston, his wife, as Grantees.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 59.-3-8.4 in the Franklin County Tax Assessment Office.

SECOND PARCEL

All that tract or parcel of land situate in Great Lot 55, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

***Beginning*** at a point in the centerline of the Stuart Road, said point beginning located +/- 212.2 feet as measured along the centerline of the Stuart Road from the centerline intersection of the East Road and the Stuart Road, said point being the northeast corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5353 and a northwest corner of the property conveyed to Rodney P. Whipple as recorded in the Franklin County Clerk's Office as Instrument No. 2013-2294; ***THENCE*** northeasterly along the centerline of the Stuart Road for a distance of +/- 700 feet to a point in the centerline of the Stuart Road, said point being the northwest corner of the property conveyed to Alan & Amanda Lobdell as recorded in the Franklin County Clerk's Office in Liber 790, Page 47, said point also being a northeast corner of Whipple; ***THENCE*** south on the east bounds of Whipple and the west bounds of Lobdell for a distance of +/-990 feet to a point, said point being the southeast corner of Whipple and in the west bounds of Lobdell, said point also being the northeast corner of the property conveyed to James W. & Kathy J. Johnston as recorded in the Franklin County Clerk's Office in Liber 785, Page 161; ***THENCE*** west along the south bounds of Whipple and the north bounds of Johnston and the north bounds of the property conveyed to Robert & Linda Pamode as recorded in the Franklin County Clerk's Office in Liber 679, Page 240 for a distance of +/- 693 to a point in the centerline of the East Road; ***THENCE*** north along the centerline of the East Road to a point located 129.68 feet south of the centerline intersection of the East Road and the Stuart Road, said point being the southwest corner of Ted. J. White; ***THENCE*** along the bounds of White the following courses and distances: (1) East for a distance of +/-213 feet to a point; (2) South for a distance of +/- 9 feet; (3) East for a distance of 27.8 feet; (4) North for a distance of 188.56 feet to the point of beginning.

***CONTAINING +/- 8.4 Acres of land.***

**BEING THE SAME PREMISES** conveyed in that certain Warranty Deed dated September 11, 2014, recorded at Instrument No. 2014-5081 in the Franklin County Clerk's Office, from Rodney P. Whipple, as Trustee for the Rodney P. Whipple Family Trust, as Grantor, to James Johnston and Kathy Johnston, his wife, as Grantees.

**BEING FURTHER IDENTIFIED** as Tax Map Id. No. 59.-3-14.1 in the Franklin County Tax Assessment Office.



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management – Coun	1.00
Records Management – Stat	4.75
TP584	5.00

Sub Total: 90.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 90.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1356  
 Transfer Tax

Total: 0.00

INSTRUMENT #: 2019-2374

Receipt#: 2019249931  
 Clerk: CW  
 Rec Date: 05/28/2019 01:58:36 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 9  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: GREEN KENNETH J  
 GREEN ROSEMARY E  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: CHATEAUGAY

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO ENERGY  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863

Drafted by and return to:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 8 day of May, 2019 by and between Kenneth J. Green and Rosemary E. Green, husband and wife, whose address is: 1659 County Route 23, Chateaugay, NY 12920 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated May 8, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 7 day of May, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

4K  
40  
5  
90.00

Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated May 8, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit



of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

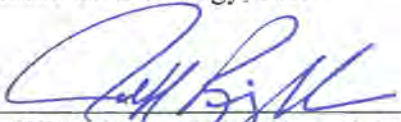
6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

**The remainder of this page is intentionally blank.**

LESSEE SIGNATURE PAGE

LESSEE

Geronimo Solar Energy, LLC

By:   
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Notary Public

**LESSEE SIGNATURE PAGE**

**LESSEE**

Geronimo Solar Energy, LLC

By: \_\_\_\_\_  
Jeff Ringblom, ~~Chief~~ Financial Officer

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

On the 8 day of May in the year 2019, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, 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), 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

LESSOR SIGNATURE PAGE

Kenneth J. Green  
Kenneth J. Green

Rosemary E. Green  
Rosemary E. Green

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF FRANKLIN )

On the 15<sup>th</sup> day of April in the year 2019, before me, the undersigned, personally appeared Kenneth J. Green and Rosemary E. Green, husband and wife, 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), 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.

Karen A. Ritchie  
Notary Public

KAREN A. RITCHIE  
Notary Public, State of New York  
Franklin County No. 01R14723986  
Commission Expires September 30, 2022

**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 74.-1-4

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being all that part of Great Lot No. 45 in the general division of Township No. 7 of the Old Military Tract in the said County of Franklin, bounded as follows, viz: Beginning at the southwest corner of said Lot No. 45, and running from thence north in the west line of said Lot No. 45, thirty-four chains and twenty three links to land formerly owned and occupied by Roswell Welker; thence east parallel with the north line of said Lot No. 45, eighteen chains and fifty links; thence south parallel with the west line of said Lot No. 45, thirty four chains and twenty three links to the south line of said Lot; thence west along said south line to the place of beginning, excepting and reserving therefrom twelve and one-fourth acres of land heretofore deeded to Jonathan Hoit by a Quit Claim Deed from Hoel Smith to said Hoit bearing date December 14, 1870. The remainder of said described premises contain fifty and eighty six one hundredths acres of land be the same more or less.

The parcels contain approximately 58.00 acres more or less.

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**





**FRANKLIN COUNTY – STATE OF NEW YORK**  
**KIP CASSAWAY, COUNTY CLERK**  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

**COUNTY CLERK'S RECORDING PAGE**  
**\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\***



**INSTRUMENT #:** 2020-1688  
  
**Receipt#:** 2020262663  
**Clerk:** BL  
**Rec Date:** 04/27/2020 03:20:12 PM  
**Doc Grp:** RP  
**Descrip:** LEASE  
**Num Pgs:** 10  
**Rec'd Frm:** GERONIMO ENERGY, LLC  
  
**Party1:** KAYAPLAT CORP  
**Party2:** BROOKSIDE SOLAR LLC  
**Town:** CHATEAUGAY

<b>Recording:</b>	
Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
<b>Sub Total:</b>	<u>95.00</u>
Transfer Tax	
Transfer Tax	0.00
<b>Sub Total:</b>	<u>0.00</u>
<b>Total:</b>	<u>95.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 1195	
Transfer Tax	
<b>Total:</b>	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

Drafted by and return to:  
BROOKSIDE SOLAR, LLC  
c/o Geronimo Energy, LLC  
8400 Normandale Lake Blvd, Suite 1200  
Bloomington, MN 55437  
Edina, MN 55435

*Kayaplat Corporation*  
New York

### MEMORANDUM OF LAND LAND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 17<sup>th</sup> day of April, 2020 by and between Kayaplat Corporation, a New York Corporation, whose address is: 341 Indian Head Road, Commack, NY 11725 (“**Lessor**”) and Brookside Solar, LLC, a Delaware limited liability company, and its successors and assigns, whose address is: 8400 Normandale Lake Blvd., Suite 1200, Bloomington MN 55437 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated April 17, 2020 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 17<sup>th</sup> day of April, 2025 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease



Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. April 17 Lessor and Lessee have entered into the Lease Agreement dated \_\_\_\_\_, 2020 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

**The remainder of this page is intentionally blank.**



LESSOR SIGNATURE PAGE

Kayaplat Corporation  
New York

Kayaplat Corporation, a New York  
Corporation

By: Rashid M. Syed

Name: RASHID M. SYED

Its: President

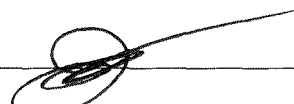
By: 

Name: SYED S. RAHMAN

Its: Secretary

STATE OF NEW YORK )  
COUNTY OF Suffolk ) ss.

On the 14th day of April in the year 2020 before me personally came Rashid M Syed to me known, who, being by me duly sworn, did depose and say that he/she reside(s) in 341 Indian Head Rd, Commack NY (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the President of Kayaplat Corporation, a New York Corporation, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

  
Notary Public

Printed Name: Joseph Devito

My Commission Expires:

3/19/22

JOSEPH DEVITO  
Notary Public, State of New York  
No. 02DE6257650  
Qualified in Nassau County  
Commission Expires March 19, 2022

Kayaplat Corporation  
New York

STATE OF NEW YORK )  
COUNTY OF Westchester ) ss.

On the 10<sup>th</sup> day of April in the year 2020 before me personally came Syed S. Rahim to me known, who, being by me duly sworn, did depose and say that he/she reside(s) in 53 Hickory Rd. Brewster House NY (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the Secretary of Kayaplat Corporation, a New York Corporation, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

Dania M. Boss

Notary Public

Printed Name: Dania M. Boss

My Commission Expires:

03/26/23

DANIA M. BOSS  
NOTARY PUBLIC STATE OF N.Y.  
#01806163610  
QUALIFIED IN DUTCHESS COUNTY  
COMMISSION EXPIRES 03/26/23

**SCHEDULE A  
TO MEMORANDUM**

*Kayaplat Corporation*  
New York

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 60.-2-23; 60.-2-21.200

A PORTION OF ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, county of Franklin, State of New York, described in a deed from Apollo Equities, Inc. to Matthew A. Vassalo and recorded in Liber 447 of Deeds at Page 1151 in Franklin County Clerk's Office and more particularly described as follows: BEGINNING at a point in the center of the highway known as Route 11 at the Southwest corner of the premises above referred to; running thence Northerly along the Westerly bounds of said premises a distance of approximately 2,490 feet to the shore of Chateaugay River; running thence easterly along the shore of said Chateaugay River as it winds and turns to a point, which point, is 500 feet east of the first above described course measured at right angles therefrom; running thence southerly parallel to the first above described course and 500 feet therefrom, to the center of Route 11; running thence westerly along the center of Route 11, a distance of 900 feet to the point or place of beginning, containing all the land within said bounds

EXCEPTING and RESERVING a trip of land off the southwest corner of the above described property 50 feet by 200 feet sold to New York State Electric and Gas Co.

FURTHER EXCEPTING AND RESERVING rights of way and easements to the New York Telephone Co., New York State Electric and Gas Co., and New York State Department of Transportation.

BEING the same premises conveyed in a deed by Tradex Marketing, Inc. to Dipl.-Ing. Hans-Erich Heintzen and Margrit Heintzen, his wife, dated October 2, 1975 and recorded in the Office of the Franklin County Clerk in Liber 475 of Deeds at Page 984.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being that part of Lot No. 56,, Township No. 7, O.M.T. bounded and described as follows; BEGINNING in the south line of said Lot 50 rods east from the southwest corner thereof, running from thence north parallel with the west line of said Great Lot 160 rods; thence east 50 rods; thence south parallel with the west line of said Great Lot 160 rods to the south line of said Great Lot and from thence west in the said south line to the place of beginning, containing 50 acres of land, or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid, and being that part of Lot No. 56, Township No. 7, O.M.T., bounded and described as follows: BEGINNING at the southwest corner of said Great Lot and running from thence north in the west line of 160 rods; thence east 50 rods; thence south 160 rods parallel with

... from the 100 1000 parcels with  
the west line of said Great Lot to the south line thereof; thence west  
in said south line 50 rods to the place of beginning containing 50  
acres of land, more or less.

BEING the same premises deeded by Michael G. Higgins, Margaret Higgins,  
William W. Dwyer and Mary E. Dwyer to Frank P. Douglas by deed October  
18, 1920, recorded in Franklin County Clerk's Office in Liber 170 of  
Deeds at Page 268.

EXCEPTING and RESERVING from the above-described premises, however, the  
following described premises: ALL THAT TRACT OR PARCEL OF LAND, situate  
in the Town of Chateaugay, Franklin County, New York, being part of Lot  
#56, Township No. 7, O.M.T. beginning at a point in the north bounds of  
N.Y. State Route #11 designated by a State Concrete marker located  
approximately 25 feet westerly of a driveway as now (1969) in use in  
connection with this reserved parcel; running thence north at right

angles to said N.Y. State Route #11 a distance of 175 feet more or less  
to a stake; thence running easterly 175 feet to a stake; thence running  
southerly 175 feet to a concrete marker in the north bounds of N.Y.  
State Route #11; thence running westerly in the north bounds of said  
N.Y. State Route #11 - 175 feet to the place of beginning, together  
with the right, privilege and easement of draining water upon premises  
located northerly of this reserved parcel from a cellar drain as now  
existing.

BEING the same premises conveyed by Frank P. Douglas and Anna E.  
Douglas to Francis K. Reschke and Meta J. Reschke, by deed dated August  
5, 1969 and recorded in the Franklin County Clerk's Office in Liber 444  
of Deeds at Page 976.

EXCEPTING AND RESERVING a Pole Line Easement from Frank P. Douglas and  
Anna E. Douglas to Plattsburgh Gas and Electric, dated December 10,  
1926 and recorded December 10, 1926 in Liber 191 of Deeds at Page 580.

EXCEPTING AND RESERVING a Warranty deed from Frank P. Douglas and Anna  
E. Douglas to New York State Electric and Gas Corp., dated October 7,  
1947 and recorded May 27, 1948 in Liber 277 of Deeds at Page 395.

EXCEPTING AND RESERVING Tree clearing permit from Frank P. Douglas and  
Anna E. Douglas to New York State Electric and Gas Corp., dated July 9,  
1953 and recorded July 14, 1953 in Liber 332 of Deeds at Page 385.

EXCEPTING AND RESERVING a Warranty deed from Frank P. Douglas and Anna  
E. Douglas to New York State Electric and Gas Corp., dated June 22,  
1953 and recorded July 14, 1953 in Liber 332 of Deeds at Page 489.

EXCEPTING AND RESERVING a Pole Line Easement from Frank P. Douglas and  
Anna E. Douglas to New York Telephone Co. dated July 10, 1967 and  
recorded December 14, 1967 in Liber 438 of Deeds at Page 387.

EXCEPTING AND RESERVING a Pole Line Easement from Frank P. Douglas and Anna E. Douglas to New York State Electric and Gas Corp., dated November 2, 1967 and recorded January 2, 1968 in Liber 438 of Deeds at Page 606.

EXCEPTING and RESERVING Highway Appropriation from Frank P. Douglas and Anna E. Douglas to State of New York, dated December 18, 1967 and recorded December 18, 1967 in Liber 438 of Deeds at Page 440.

BEING THE SAME PREMISES conveyed by Francis X. Reschke and Meta J. Reschke, his wife, to Dipl.-Ing. Hans-Erich Heintzen and Margrit Heintzen, his wife, by Warranty Deed dated February 18<sup>th</sup>, 1976 and recorded in the Franklin County Clerks Office April 15, 1976 in Liber 476 of Deeds at Page 915.

SUBJECT TO any and all easements, rights exceptions, covenants, obligations or conditions of record.

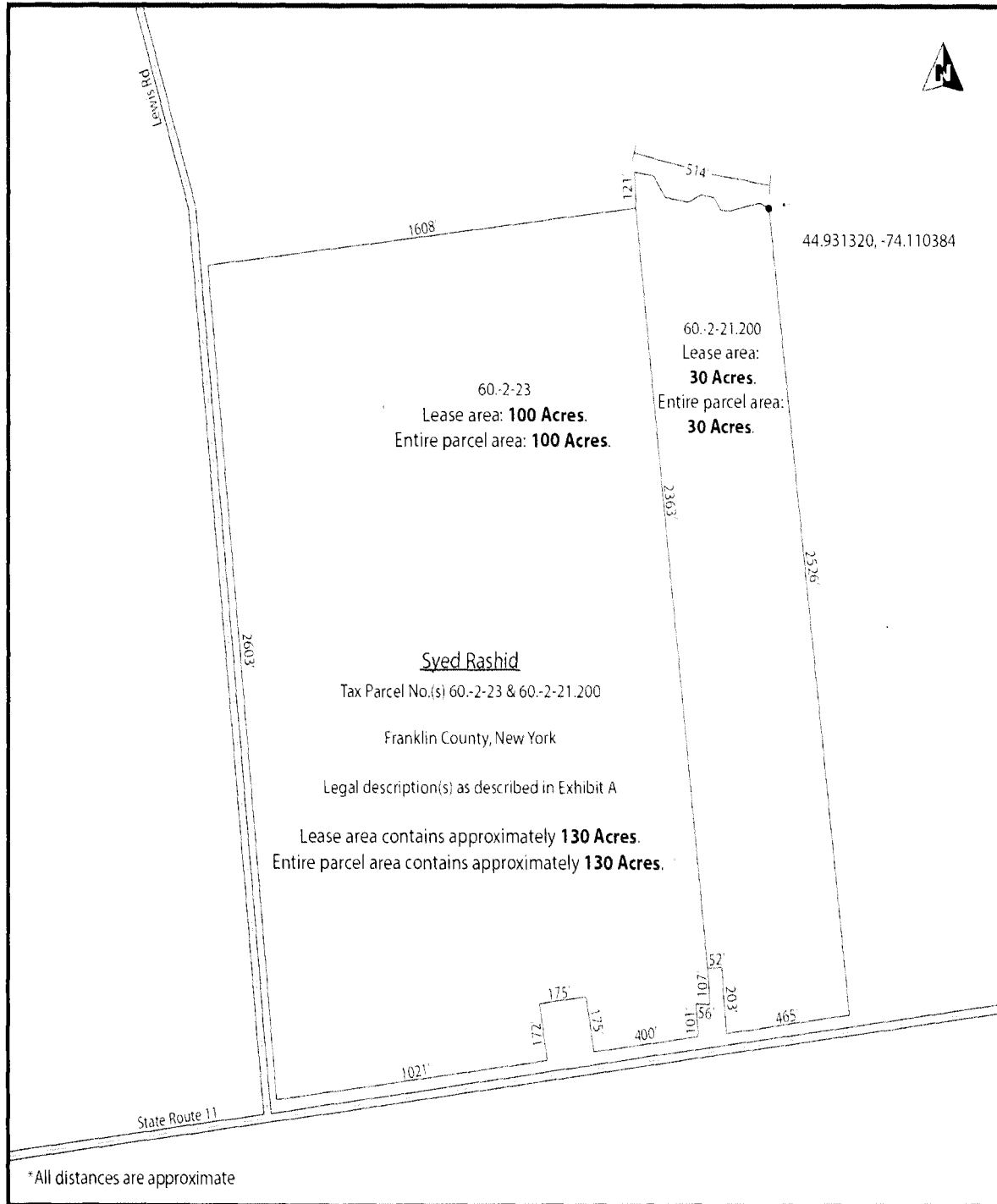
**The parcels contain approximately 130.00 acres more or less.**



**SCHEDULE A-1  
TO MEMORANDUM**

*Kayaplat Corporations*  
New York

**SITE PLAN**





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2020-2969  
 Receipt#: 2020265228  
 Clerk: SM  
 Rec Date: 07/28/2020 03:16:03 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 8  
 Rec'd Frm: GERONIMO ENERGY, LLC  
 Party1: BILOW DONALD  
 BILOW BARBARA  
 Party2: BROOKSIDE SOLAR LLC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>85.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>85.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 1567	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

Drafted by and return to:  
\* Brookside Solar, LLC  
c/o Geronimo Energy, LLC  
8400 Normandale Lake Blvd., Suite 1200  
Bloomington, MN 55437

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT ("Memorandum of Lease") is entered into this 25<sup>th</sup> day of June, 2020 by and between Donald Bilow and Barbara Bilow, husband and wife, whose address is 1856 County Route 23, Chateaugay, NY 12920 ("Lessor") and Brookside Solar, LLC, a Delaware limited liability company, and its successors and assigns ("Lessee").

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the "Property").

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated June 25, 2020 (the "Lease Agreement"), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the "Premises"), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 25<sup>th</sup> day of June, 2025 (the "Development Period"). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences ("Construction Date"); or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Construction Period ("Construction Period Notice Date"). The Construction Period of the Lease Agreement ("Construction Period") is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial

operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated June 25, 2020 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer

under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSEE SIGNATURE PAGE

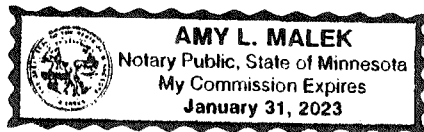
LESSEE

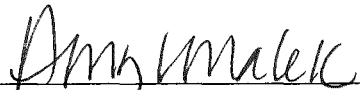
Brookside Solar, LLC

By:   
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF Wenona                    )

On the 1st day of July in the year 2020, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Brookside Solar, LLC, a Delaware limited liability company, 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), 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

LESSOR SIGNATURE PAGE

Donald W Bilow  
Donald Bilow

Barbara Bilow  
Barbara Bilow

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF FRANKLIN )

On the 25<sup>th</sup> day of June in the year 2020, before me, the undersigned, personally appeared Donald Bilow and Barbara Bilow, husband and wife . 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), 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.

Shirley S Thomas  
Notary Public



**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 60.-3-22 and 60.-3-200

PARCEL ONE: ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Chateaugay, County of Franklin and State of New York, and more particularly described as follows:- Being a strip of land, formerly right-of-way for railroad purposes of the Rutland Railway Corporation, now the Rutland Corporation, extending from the west line of the Cemetery Road, so-called, which road is located west of the Village of Chateaugay, running thence westerly to where an extension of the west line of lands owned by the parties of the second part would intersect said right-of-way, it being intended hereby to convey all of the former right-of-way of the Rutland Corporation, lying between said bounds and being part of the right-of-way conveyed to the party of the first part by the Rutland Corporation by deed dated June 23rd, 1967.

This conveyance is subject to any established easements whether of record or not.

BEING the same premises described in a deed from Gerald Bova to Walter Bilow and Pauline Bilow by deed recorded September 13, 1967 in Liber 437 of Deeds at Page 345.

AND

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Chateaugay, County of Franklin and State of New York, being a part of Great Lot #45, Township 7 of the Old Military Tract and bounded and described as follows:

All of the property owned by the parties of the first part situated south of County Route 23 and west of the Cemetery Road in the Town of Chateaugay, being part of Great Lot #45 in the general division of Township #7 of the Old Military Tract, consisting of approximately 21.7 acres of property westerly and southerly of property now owned by the parties of the second part as set forth in Liber 493 of Deeds at Page 434 and recorded in the Franklin County Clerk's Office.

It being the intention of the parties of the first part to convey to parties of the second part 21.7 ± acres currently known as Tax I.D. #: 60.-3-6.200.

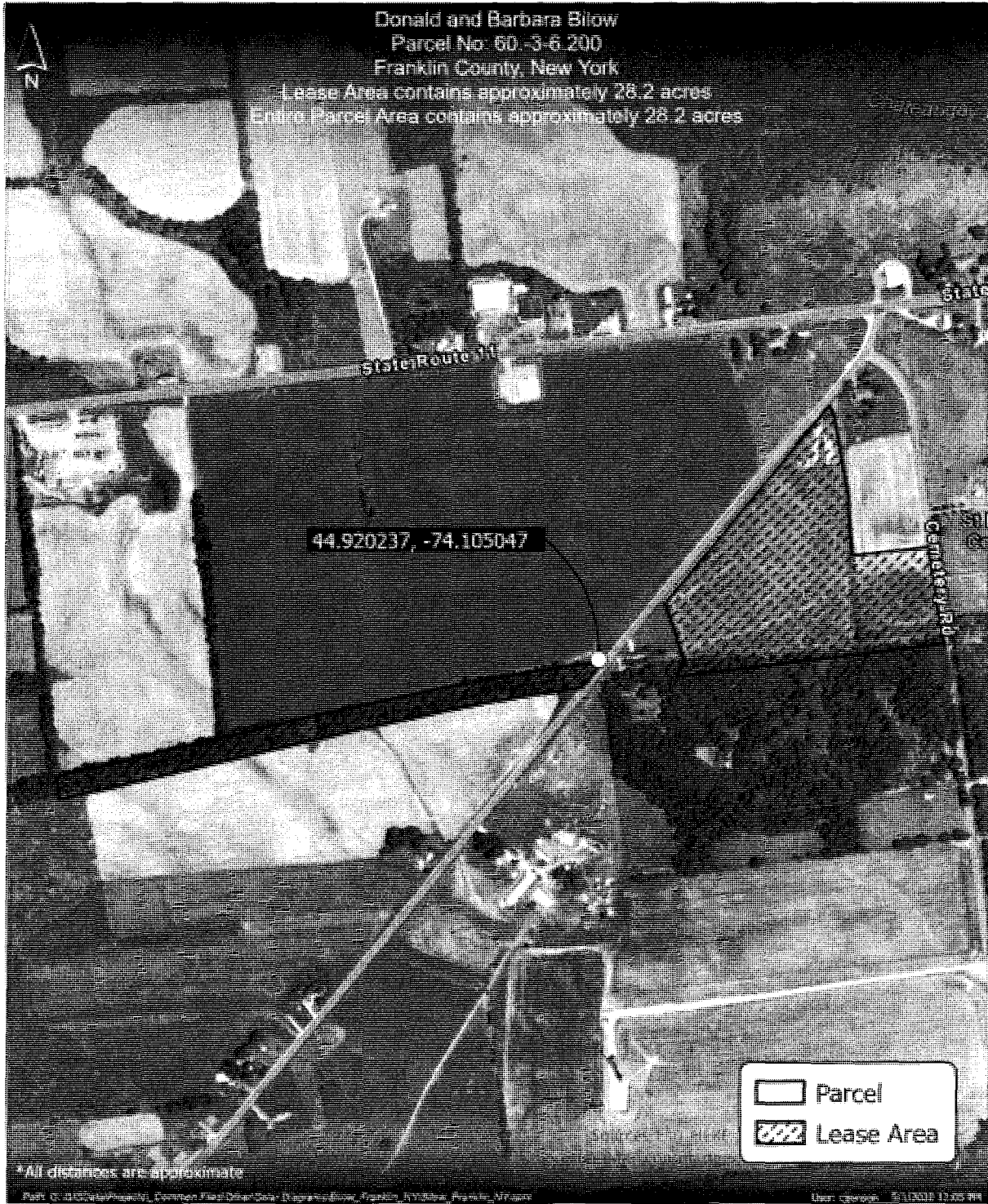
Being a portion of the premises as conveyed by Peter Conley and Cynthia Conley to Justin D. Puffer, Jeffrey A. Puffer and Donald W. Puffer, by Deed recorded in the Franklin County Clerk's Office in Liber 926 of Deeds at Page 001.

The parcel contains approximately 28.20 acres more or less.



**EXHIBIT A-1**

**SITE PLAN**





**FRANKLIN COUNTY – STATE OF NEW YORK**  
**KIP CASSAWAW, COUNTY CLERK**  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

**COUNTY CLERK'S RECORDING PAGE**  
**\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\***



INSTRUMENT #: 2020-3015  
 Receipt#: 2020265283  
 Clerk: JR  
 Rec Date: 07/30/2020 01:43:05 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 15  
 Rec'd Frm: GERONIMO ENERGY, LLC  
 Party1: HELM FRANCIS L  
 Party2: BROOKSIDE SOLAR LLC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	90.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
<b>Sub Total:</b>	<u>120.00</u>
Transfer Tax	
Transfer Tax	0.00
<b>Sub Total:</b>	<u>0.00</u>
<b>Total:</b>	<u>120.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 1584	
Exempt	
<b>Total:</b>	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

Drafted by and return to:  
Brookside Solar, LLC  
c/o Geronimo Energy, LLC  
8400 Normandale Lake Blvd., Suite 1200  
Bloomington, MN 55437

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 8<sup>th</sup> day of July, 2020 by and between Francis L. Helm, a single person, whose address is 1742 Co. Rt 23, Chateaugay, NY 12920 (“**Lessor**”) and Brookside Solar, LLC, a Delaware limited liability company, whose address is 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 and its successors and assigns (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated July 8, 2020 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 7<sup>th</sup> day of July, 2025 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated July 8, 2020 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.


6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

**The remainder of this page is intentionally blank.**

LESSEE SIGNATURE PAGE

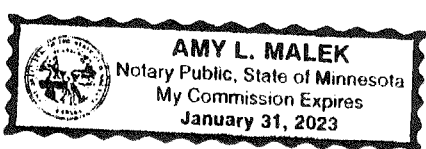
LESSEE

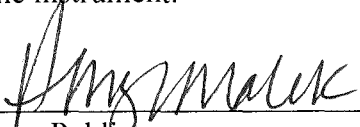
Brookside Solar, LLC

By:   
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA )  
COUNTY OF Hennepin ) ss.

On the 22nd day of July in the year 2020, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Brookside Solar, LLC, a Delaware limited liability company, 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), 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.

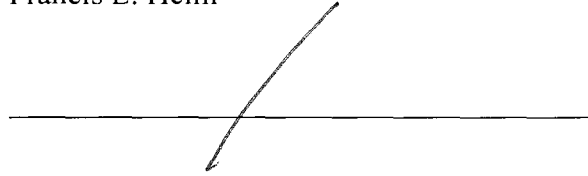


  
Notary Public

LESSOR SIGNATURE PAGE



Francis L. Helm

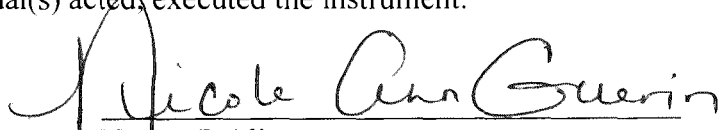


STATE OF NEW YORK )  
COUNTY OF Franklin ) ss.

On the 8<sup>th</sup> day of July in the year 2020, before me, the undersigned, personally appeared Francis L. Helm A SINGLE PERSON, personally known to me or proved (Insert name of spouse, if any, and marital status)

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), 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.

NICOLE ANN GUERIN  
Notary Public, State of New York  
Reg. No. 01GU6368824  
Qualified in Franklin County  
Commission Expires Dec. 18, 2021

  
Notary Public

**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

Tax Parcel No.: 74.-2-1.200 and 74.-2-9

**PARCEL 1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being a part of Lot No. 45, Township No. 7, Old Military Tract, and bounded as follows: viz: BEGINNING in the center of the highway in the east line of a part of said Lot No. 45, formerly owned by Andrew Hauges; running thence southerly parallel to the west line of said Lot seventeen and 77/100 chains to a stake; thence westerly parallel to the north line of said Lot No. 45, nine chains to a stake; thence northerly parallel to the west line of said Lot No. 45, nine and 45/100 chains to the center of the highway; thence easterly along the center of the highway twelve and 31/100 (should be 36/100) chains to the place of beginning, containing twelve and one-fourth acres of land, more or less, and being the same premises deeded to Timothy F. Costello by Deed dated Feb. 21, 1900, by Patrick E. Ryan and wife, recorded in Franklin County Clerk's Office in Vol. 116 of Deeds, at Page 315, to which Deed reference is hereby made for a more particular description.

**PARCEL 2**

ALL THAT CERTAIN PIECE OF LAND, situate in the Town of Chateaugay aforesaid and being a part of Great Lot number forty five (45) in the General division of Township number seven (7) of the Old Military Tract bounded as follows, viz: BEGINNING at the southwest corner of a part of said lot no. 45 owned by Justin Day in his lifetime and in the west line of said lot no. 45; running thence south in the said west line twelve (12) chains and forty one (41) links; thence east eighteen chains and fifty links (18.50); thence north one chain; thence east fifty links to the center of the highway; thence northeasterly along the center of the highway three chains and seventy five links (3.75) opposite to a large rock on the south side of the ditch of said road; thence southeasterly along the center of a certain ditch four chains and eighty eight links (4.88); thence northeasterly one chain and fifty seven links (1.57) parallel to the highway; thence east along the north line of a piece of land heretofore sold to Manly A. Mills ten chains and fifty six links (10.56); thence north along the west line of land formerly owned by said Mills four chains and forty one links (4.41); thence northwesterly nine chains and seventy five links to the center of the highway; thence northeasterly along the center of the highway three chains and twenty five links (3.25) to the south line of land owned and occupied by Hiram Barber; thence west along said Barbers & John & Justin Days south lines thirty one chains and fifty links (31.50) to the place of beginning containing all the lands within said boundaries, supposed to be about forty one acres and being the same farm deeded to Benjamin Smith in his lifetime by Hoel Smith, recorded in vol. 39 of Deeds at Page 36, on the 10th day of February, 1864.

EXCEPTING AND RESERVING from the last described piece of land a right of way heretofore deeded to the Telephone Company for pole line. Being the same premises deeded to Jason L. Felton by Deed dated June 21, 1883, and recorded in Vol. 70 of Deeds, Page 551.



EXCEPTING AND RESERVING from the above described premises a parcel of land conveyed to Eugene Brady and Kate Brady, his wife by Deed dated December 21, 1964 and recorded in Franklin County Clerk's Office August 9, 1965 in Liber 428 of Deeds, Page 410 and also reserving another parcel conveyed to Eugene Brady and Kate Brady, his wife in Liber 463 of Deeds at Page 612 recorded on July 12, 1973.

ALSO RESERVING lands taken by Franklin County for use in highway purposes and also reserving the easement heretofore granted to New York Electric and Gas Corporation for pole rights across a portion of said premises.

EXCEPTING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being a part of Great Lot No. 45, Township No. 7, Old Military Tract, in said Town, and bounded and described as follows: viz: BEGINNING at a point in the westerly edge of the County Road, leading from Chateaugay to Burke Village which point is the northeast corner of land now owned by John Green; running thence northerly along the westerly edge of said County Highway, a distance of about 70 feet to a point which is the southeast corner of land now owned by Eugene Brady; thence northwesterly along the south line of said Eugene Brady Lot, a distance of about 240 feet to a point; thence southwestwardly, a distance of about 182 feet to the northwest corner (should recite to north line) of said John Green land; thence easterly along the north line of said John Green land, about 240 feet to the place of beginning, containing all the land within said bounds, be the same more or less.

EXCEPTING the following described parcel conveyed to Timothy and Kelly Porter more particularly described as follows: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot 45 situate on the north side of County Highway 23: BEGINNING at a point in the center of the highway, 85 feet northeasterly of the northeast corner of the premises owned by Steven Brown and running thence northwesterly perpendicular to the highway 185 feet to a point; thence northeasterly 275 feet to a point; thence southeasterly 162 feet to the center of the highway; thence southwestwardly along the center of the highway, 305 to the point or place of beginning, containing all the lands within said bounds.

PARCELS 1 & 2 BEING part of premises described in a Deed from Pearl Adams, Administratrix U/W of Ward D. Mitchell to Bruce Porter dated May 23, 1960 and recorded in Liber 391 of Deeds at Page 617 in the Franklin County Clerk's Office.

### PARCEL 3

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, and being a part of Lot Number Forty Five in the General Division of Township No. 7, Old Military Tract, and bounded as follows: to wit:

BEGINNING in the east line of said lot number Forty Five, at the southeast corner of a part of said

lot formerly in possession of Nicholas Hall and formerly owned by Philip Bryant and running from thence south in said east line twenty two chains and eighty and one-half links; thence westerly in the south line of a part of said lot deeded by John van Vechten and wife to Manley A. Mills, thirty six chains and forty three links to the center line of said Lot Number Forty Five; thence north in said center line about 27 links to the southeast corner of twelve acres of land on said Lot Number Forty Five, deeded by H.B. Smith and wife to Manley A. Mills; thence west along the south line of said twelve acre lot to land formerly owned by William Griffin; thence north along said Griffin's east line to the south line of land formerly owned by Roswell Walker; thence east along said Walker's south line to the said center line of Lot Number Forty Five; thence north along said center line to the southeast corner of a piece of land deeded by Roswell Walker and wife to Manley A. Mills; thence northwesterly along the southern bounds of said land so deeded by Walker and wife nine chains and seventy five links to the center of the highway known as the South Road from Chateaugay to Malone; thence northeasterly along the center of said highway to the line between land owned by William Griffin and C.W. Bay on the 27th day of October, 1859; thence along said road in a course north fifty degrees and forty minutes east one chain and eighty five links; thence southerly forty two degrees east five chains and fifty three links to a stake; thence easterly six chains and fifty three links to a stake in the west line of said part of said lot at the date aforesaid in possession of Nicholas Hall; thence south in said Hall's east line two chains and forty one links to the southwest corner of the said Hall's lot; thence east on the line between said Hall lot and said Mills land deeded to Nelson Douglas Twenty-four chains and ninety three links to the place of beginning, containing one hundred and five acres of land, be the same more or less.

### PARCEL 4

ALSO ALL THAT SETTLED PIECE OR PARCEL OF LAND, situate in the said Town of Chateaugay and being part of Great Lot Number Forty Five, Township Number Seven, Old Military Tract, as follows: BEGINNING at the southwest corner of a part of said lot and M.A. Mills lot, running from thence westerly parallel with the said line of said lot eighteen and 50/100 chains; thence south ten and 81/100 chains; thence easterly parallel with the south line of said lot Number Forty Five, eighteen and 50/100 chains to the center of said Lot Number Forty Five; thence northerly in said center line, ten and 81/100 chains to the place of beginning, containing twenty acres of land more or less.

## PARCEL 5

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, on said Lot Number Forty Five, described as follows: Being what remains of the following premises on said lot after deducting twelve acres of land off the east part of Great Lot Number Forty Five and bounded as follows: viz: On the east by land formerly owned by Manley A. Mills; on the north and west by land formerly owned by Roswell Walker and westerly to the highway; on the south and west by land formerly owned or occupied by Andrew Hodges and by him conveyed to Joel Griffin; to which Deed reference is had for a full description of said premises and containing ten and 31/100 acres of land, excepting and reserving therefrom 11/100 of an acre heretofore conveyed by Roswell Walker and

bounded as follows: Beginning at the southwest corner of Roswell Walker's land and running from thence westerly in said Walkers south line (it being produced) two chains and twenty seven links to the center of the ditch on the west line of said Walker's land; thence southerly in the range the ditch aforesaid one chain and fifty one links; thence northeasterly parallel to the Turnpike Road aforesaid one chain and fifty seven links to the place of beginning.

EXCEPTING AND RESERVING unto the grantor, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York being a part of Great Lot 45 more particularly described as follows: BEGINNING at the northwest corner of a parcel of land describel in a Deed from Edna Edith Porter to Bruce C. Porter and Patricia M. Porter, his wife dated November 26, 1975 and recorded December 1, 1975 in Liber 475 of Deeds at Page 423, also being the northeast corner of Ward Mitchell Estate to Bruce Porter, Liber 449, Page 875 beginning in the center of the highway and running thence southerly along the west bounds of said parcel 220 feet to a point; thence northeasterly 300 feet to a point; thence northerly 360 feet to the center of County Route 23; thence southwesterly along the center of said highway, 300 feet to the point or place of beginning, containing all the lands within said bounds.

## PARCEL 6

ALSO ALL THAT CERTAIN OTHER TRACT OR PARCEL OF LAND, being part of said Lot Number Forty Five being that part of a piece of land containing about thirty five acres heretofore deeded by Hiram Barber to said party of the first part or to Hoel Smith or W.F. Hoit, which lies on the southeasterly side of the highway known as the South Road aforesaid and which is supposed to contain about seven acres of land and is bounded and described as follows: On the south by lands of W. F. Hoit (formerly) deceased; on the east by lands now or formerly of Nicholas Hall; on the north by the Railroad; and on the west by said Highway; The said several pieces of land hereby conveyed, constitute all the farm in said town which was formerly owned and occupied by W.F. Hoit, deceased, at the time of his death, and altogether contain about one hundred fifty three acres of land.

As to Parcels 3, 4, 5 & 6 Being part of the premises described in a Deed from Edna Edith Porter, individually and as surviving tenant by the entirety with Leonard Sprague Porter to Bruce and Patricia Porter dated November 26, 1975 and recorded on December 1, 1975 in Liber 475 of Deeds at Page 423.

BEING part of the premises described in a deed from Kenneth D. Mitchell to Del Malone and Marlene Malone by Warranty Deed recorded in the Franklin County Clerk's Office on July 9, 2004 in Liber 859 of Deeds at Page 329.

EXCEPTING AND RESERVING premises described in a deed from Del Malone and Marlene Malone to Trainer Real Estate, LLC by Warranty Deed recorded in the Franklin County Clerk's Office on August 6, 2010 as Instrument Number 2010-4161 and described as follows:

"ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York more particularly described as follows, i.e.: BEGINNING at a point in the centerline of the Cemetery Road which point marks the Southeast corner of premises owned by Candace E. Visconti described in a Deed recorded in Liber 666 of Deeds at Page 54; running in a Southerly direction and along the centerline of the Cemetery Road 1500± feet to a point which marks the Northeast corner of premises owned by Richard Tracy (Liber 500 of Deeds at Page 659); running thence in a Westerly direction, and along the North line of the aforesaid Tracy premises 2474± feet to a point on a stonewall; running thence in a northerly direction, and along a certain stonewall 1076± feet to a point marked by an iron pipe; turning thence Northeasterly at an angle of 42° and running thence in a northeasterly direction 300± feet to a point marked by an iron pipe; turning thence Easterly at an angle of 57° and 273± feet to a point on a barb wire fence marked by an iron pipe; running thence in an Easterly direction, and along a barb wire fence 501± feet marked by an iron pipe; turning thence at a right angle and running thence Northerly 278± in a line parallel to the Cemetery Road, to a point which marks the southwest corner owned by Candace E. Visconti (Liber 666 at Page 54); running thence in an Easterly direction and along the Southerly bounds of Visconti 1772± feet to the point and place of beginning containing all the lands within said bounds and being 78± acres of land.

This description was prepared without the benefit of a survey.

Being a portion of the premises described in a deed from Kenneth D. Mitchell to Del Malone and Marlene Malone by Warranty Deed recorded in the Franklin County Clerk's Office on July 9, 2004 in Liber 859 of Deeds at Page 329."

FURTHER EXCEPTING AND RESERVING the premises described in a deed from Del Malone and Marlene Malone to Ryan E. Hudson and Barbara E. Hudson, his wife, by Warranty Deed recorded in the Franklin County Clerk's Office on August 30, 2010 as Instrument Number 2010-4646 and described as follows:

"ALL THAT CERTAIN PIECE OF LAND, situate in the Town of Chateaugay aforesaid and being a part of Great Lot number forty five (45) in the General division of Township number seven (7) of the Old Military Tract bounded as follows, viz: BEGINNING at the southwest corner of a part of said lot no. 45 owned by Justin Day in his lifetime and in the west line of said lot no. 45; running thence south in the said west line twelve (12) chains and forty one (41) links; thence east eighteen chains and fifty links (18.50); thence north one chain; thence east fifty links to the center of the highway; thence northeasterly along the center of the highway three chains and seventy five links (13.75) opposite to a large rock on the south side of the ditch of said road; thence southeasterly along the center of a certain ditch four chains and eighty eight links (4.88); thence northeasterly one chain and fifty seven links (1.57) parallel to the highway; thence east along the north line of a piece of land heretofore sold to Manly A. Mills ten chains and fifty six links (10.56); thence north along the west line of land formerly owned by said Mills four chains and forty one links (4.41); thence northwesterly nine chains and seventy five links to the center of the highway; thence northeasterly along the center of the highway three chains and twenty five links (3.25) to the south line of land

owned and occupied by Hiram Barber; thence west along said Barbers and John & Justin Days south lines thirty one chains and fifty links (31.50) to the place of beginning containing all the lands within said boundaries supposed to be about forty one acres and being the same farm deeded to Benjamin Smith in his lifetime by Hoel Smith, recorded in vol. 39 of Deeds at Page 36, on the 10<sup>th</sup> day of February, 1864.

EXCEPTING AND RESERVING from the last described piece of land a right of way heretofore deeded to the Telephone Company for pole line. Being the same premises deeded to Jason L. Felton by Deed dated June 21, 1883 and recorded in Vol. 70 of Deeds, page 551.

EXCEPTING AND RESERVING from the above described premises a parcel of land conveyed to Eugene Brady and Kate Brady, his wife by Deed dated December 21, 1964 and recorded in Franklin County Clerk's Office August 9, 1965 in Liber 428 of Deeds, Page 410 and also reserving another parcel conveyed to Eugene Brady and Kate Brady, his wife in Liber 463 of Deeds at Page 612 recorded on July 12, 1973.

ALSO RESERVING lands taken by Franklin County for use in highway purposes and also reserving the easement heretofore granted to New York Electric and Gas Corporation for pole rights across a portion of said premises.

EXCEPTING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being a part of Great Lot No. 45, Township No. 7, Old Military Tract, in said Town, and bounded and described as follows: viz: BEGINNING at a point in the westerly edge of the County Road, leading from Chateaugay to Burke Village which point is the northeast corner of land now owned by John Green; running thence northerly along the westerly edge of said County Highway, a distance of about 70 feet to a point which is the southeast corner of land now owned by Eugene Brady; thence northwesterly along the south line of said Eugene Brady lot, a distance of about 240 feet to a point; thence southwesterly, a distance of about 182 feet to the northwest corner (should recite to north line) of said John Green land; thence easterly along the north line of said John Green land, about 240 feet to the place of beginning, containing all the land within said bounds, be the same more or less.

EXCEPTING the following described parcel conveyed to Timothy and Kelly Porter more particularly described as follows: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot 45 situate on the north side of County Highway 23: BEGINNING at a point in the center of the highway, 85 feet northeasterly of the northeast corner of the premises owned by Steven Brown and running thence northwesterly perpendicular to the highway 185 feet to a point; thence northeasterly 275 feet to a point; thence southeasterly 162 feet to the center of the highway; thence southwesterly along the center of the highway, 305 to the point or place of beginning, containing all the lands within said bounds.

ALSO ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Chateaugay, County of

Franklin, and State of New York, which is bounded as follows: BEGINNING in the south line of the Ogdensburg & Lake Champlain Railroad Co. (Now the Rutland Ry. Co.) At a point in the center of the highway, leading southwesterly from Samuel Campbell's blacksmith shop and running from thence southwesterly along the center of the said highway to the north line of the land formerly owned by Benjamin Smith and owned and occupied by Ida Felton Mitchell; thence westerly along the north line of said Felton or Mitchell land to the east line of land owned by Elisha J. Rust in his lifetime; thence northerly in the said east line of said lands so formerly owned by said Elisha J. Rust, to the south line of the land owned and occupied by Rutland Railroad Co.; and from thence easterly in the south line of the said Rutland Railroad Co. Lands to the place of beginning, containing about fifty-seven acres of land, being a part of Great Lot No. 45, Township No. 7, O.M.T. and the same land as conveyed to Sarah A. Clark by Hoel Smith and wife March 17, 1885, being the same premises conveyed to Theodore Clark by Frank M. Clark and Ida Clark, his wife, by Deed dated September 22, 1890 and recorded in the Franklin County Clerk's Office, October 15, 1890, Liber 88 of Deeds, Page 152.

EXCEPTING AND RESERVING unto the grantors, ALL THAT TRACT OR PARCEL OF LAND, situate on the north side of County Route #23 and more particularly described as follows: BEGINNING in the center of County Route #23 at a point 185 feet northeasterly of the northeast corner of the premises conveyed by the estate of ward Mitchell to Bruce Porter Liber 449 of Deeds at Page 875 and running thence westerly at a right angle 278 feet to a point; thence northeasterly 175 feet to a point; thence southeasterly 320 feet to the center of County Route #23; thence southwesterly along the center of County Route #23, 230 feet to the point or place of beginning, containing all the lands contained therein.

BEING a portion of the lands described in a deed from Kenneth D. Mitchell to Del Malone and Marlene Malone recorded July 9, 2004 in Liber 859 at Page 329.

FURTHER EXCEPTING all portions of the above described property which lies south of County Route #23.

FURTHER EXCEPTING AND RESERVING the rights of the public in and to the streets and highways and the normal utility easements.

FURTHER CONVEYING the following parcel of land by Quit Claim and without warranty:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot 46: BEGINNING in the east line of Lot 46 at an intersection with the south line of the former Rutland Railroad right of way and running thence southerly along the said lot line 360 feet more or less to the north bounds of Marie Sexton; thence westerly along the north bounds of Marie Sexton, 1,160 feet more or less to the said south bounds of the former Rutland Railroad right of way; thence easterly along the south bounds of the said former Rutland Railroad right of way, 1,600 feet more or less to the point or place of beginning, containing all the lands within said bounds. Intending to convey a triangular shaped parcel along the south bounds of the said railroad right of way.

Intending to convey the same premises conveyed to George Dupree and Mary E. Dupree, his wife, by Thomas J. Dupree and Margaret A. Dupree, his wife, by Deed dated May 18, 1944, recorded in volume 241 of Deeds, Page 430.

Being the same premises conveyed by George Dupree and Mary E. Dupree, his wife, to Russell R. Dechambeau and Florence Dechambeau, his wife, by Deed dated May 13, 1974 and recorded May 13, 1974 in Liber 467 of Deeds at Page 1042 in the Franklin County Clerk's Office.

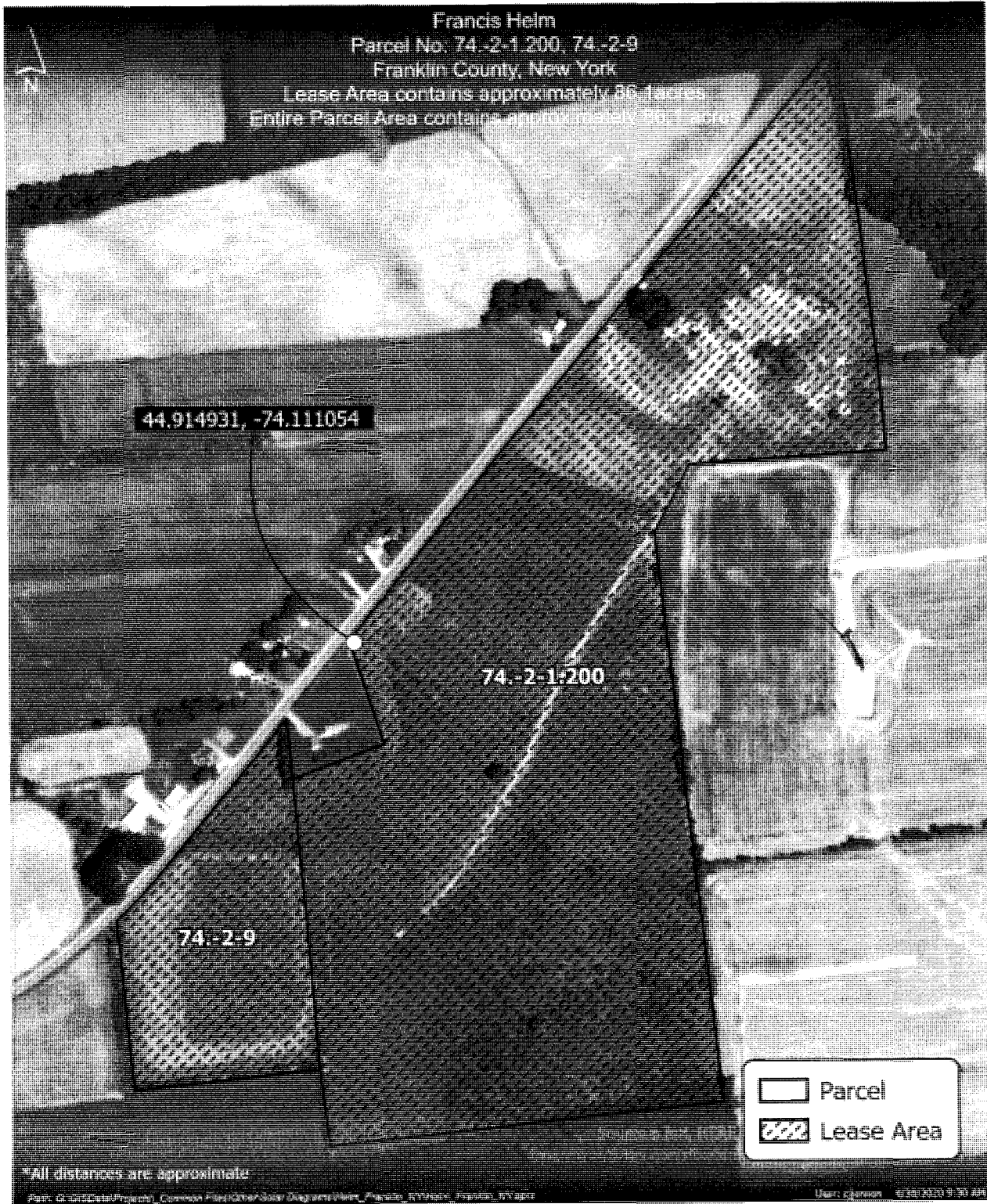
Also being the same premises described in a Deed from Russell R. Dechambeau and Florence Dechambeau to Bruce Porter and Patricia Porter dated January 8, 1985 and recorded January 18, 1985 in Liber 517 of Deeds at page 1005.

Being a portion of the premises described in a deed from Kenneth D. Mitchell to Del Malone and Marlene Malone by Warranty Deed recorded in the Franklin County Clerk's Office on July 9, 2004 in Liber 859 of Deeds at Page 329."

The parcel contains approximately 86.10 acres more or less.

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**

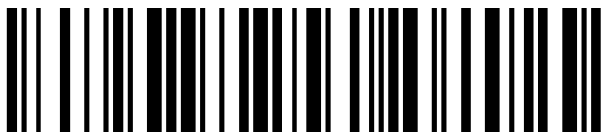






FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2020-2972  
 Receipt#: 2020265237  
 Clerk: BL  
 Rec Date: 07/28/2020 03:44:05 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 8  
 Rec'd Frm: GERONIMO ENERGY, LLC

Party1: MILLER ANDREW W  
 MILLER DOROTHY W  
 Party2: BROOKSIDE SOLAR LLC  
 Town: BURKE

Recording:  
 Cover Page 5.00  
 Recording Fee 55.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00

Sub Total: 85.00

Transfer Tax  
 Transfer Tax 0.00

Sub Total: 0.00

Total: 85.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1568  
 Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

Drafted by and return to:  
Brookside Solar, LLC  
c/o Geronimo Energy, LLC  
8400 Normandale Lake Blvd, Suite 1200  
Bloomington, MN 55437

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 24<sup>th</sup> day of June, 2015 by and between Andrew W. Miller and Dorothy W. Miller, husband and wife, whose address is: 132 East Rd, Burke, NY 12917 (“**Lessor**”) and Brookside Solar, LLC, a Delaware limited liability company, and its successors and assigns, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated June 11, 2015 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 24<sup>th</sup> day of June, 2015 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated June 11, 2011, 2011 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

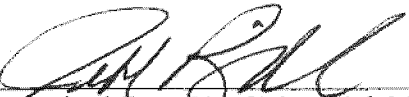
6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

**The remainder of this page is intentionally blank.**

**LESSEE SIGNATURE PAGE**

**LESSEE**

Brookside Solar, LLC

By:   
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA           )  
  ) ss.  
COUNTY OF Hennepin       )

On the 15<sup>th</sup> day of July in the year 2020, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Brookside Solar, LLC, a Delaware limited liability company, 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), 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



**LESSOR SIGNATURE PAGE**

Andrew W Miller  
Andrew W. Miller

Dorothy W. Miller  
Dorothy W. Miller

STATE OF NEW YORK        )  
  ) ss.  
COUNTY OF FRANKLIN     )

On the 24<sup>th</sup> day of June in the year 2020, before me, the undersigned, personally appeared Andrew W. Miller and Dorothy W. Miller, husband and wife, 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), 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.

Karen A. Ritchie  
Notary Public

KAREN A. RITCHIE  
Notary Public, State of New York  
Franklin County No. 01RI4723986  
Commission Expires September 30, 2022

**SCHEDULE A  
TO MEMORANDUM  
DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 59.-3-2

THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin and State of New York, and lying on the easterly side of the highway leading northerly from Thayer's Corners, and bounded and described as follows, viz: On the west by said highway leading northerly from Thayer's Corners; on the north by the lands formerly owned by William Richards, Fred Mason and Joseph McMaster; on the east by the lands formerly owned by Frank and William Wood, and on the south by the lands formerly owned by Frank Wood and containing seventy acres of land, more or less, and being the entire home farm owned and occupied by said Increase Sheldon, deceased, at the time of his death .

BEING the same premises conveyed to Robert J. Hunter by James Anderson by warranty deed dated April 29<sup>th</sup>, 1948 and recorded April 29<sup>th</sup>, 1948 in Liber 276 of Deeds at Page 283 in the Franklin County Clerk's Office.

BEING the same lands conveyed by Robert Hunter to Earl Warner, April 30<sup>th</sup>, 1949 and recorded in Liber 288 of Deeds at Page 103.

BEING the same premises conveyed by Earl Warner to Ross Taylor and Laura Taylor by deed dated October 7, 1949 and recorded October 7, 1949 in Liber 293 of Deeds at Page 263 in the Franklin County Clerk's Office.

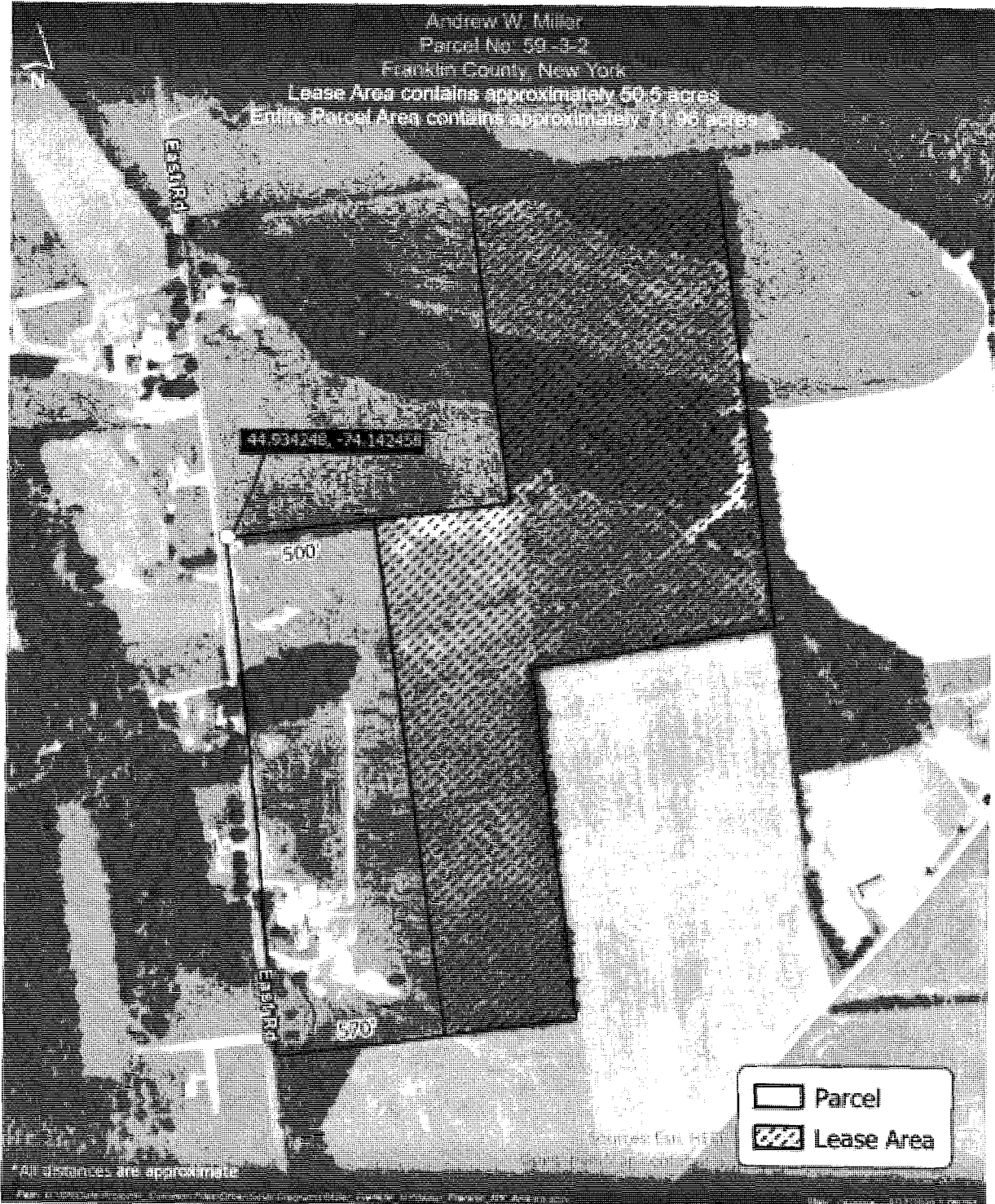
BEING the same premises conveyed to Russell R. DeChambeau by Ross Taylor and Laura Taylor, his wife, by deed dated March 31, 1958, recorded in the Franklin County Clerk's Office May 19<sup>th</sup>, 1958, in Liber 376 of Deeds, Page 115.

BEING the same premises conveyed from Russell R. DeChambeau to Walter King and Evelyn King, as tenants by the entirety, by deed dated August 8, 1973 and recorded in the Franklin County Clerk's Office on March 11, 1974 in Liber 467 of Deeds at Page 26. The said Evelyn King died a resident of Franklin County, New York on February 26, 2002. The said Walter King a/k/a Walter J. King died testate and a resident of Franklin County on November 9, 2002.

**The parcel contains approximately 71.96 acres more or less.**

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**







FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAY, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2020-3104  
 Receipt#: 2020265488  
 Clerk: BL  
 Rec Date: 08/05/2020 10:16:23 AM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 9  
 Rec'd Frm: GERONIMO ENERGY, LLC

Party1: MILLER ALLEN AKA  
 MILLER ALLEN W AKA  
 MILLER ELIZABETH ANN  
 Party2: BROOKSIDE SOLAR LLC  
 Town: BURKE

Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>90.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>90.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 12	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

Drafted by and return to:  
Brookside Solar, LLC  
c/o Geronimo Energy, LLC  
8400 Normandale Lake Blvd, Suite 1200  
Bloomington, MN 55437

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 21<sup>st</sup> day of June, 2020 by and between Allen Miller also known as Allen W. Miller and Elizabeth Ann Miller, husband and wife; whose address is 141 Stuart Road, Burke, NY 12917 (“**Lessor**”) and Brookside Solar, LLC, a Delaware limited liability company, and its successors and assigns, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated June 24, 2020 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 23<sup>rd</sup> day of June, 2025 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated June 11, 2020 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer

under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

**The remainder of this page is intentionally blank.**

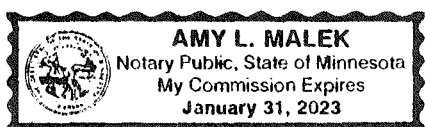
**LESSEE SIGNATURE PAGE**

**LESSEE**  
Brookside Solar, LLC

By:         *Jeff Ringblom*          
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA         )  
  ) ss.  
COUNTY OF   *Hennepin*   )

On the   *1<sup>st</sup>*   day of   *July*   in the year 2020, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Brookside Solar, LLC, a Delaware limited liability company, 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), 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.



        *Amy Malek*          
Notary Public

LESSOR SIGNATURE PAGE

Allen W. Miller  
Allen Miller

Elizabeth Ann Miller  
Elizabeth Ann Miller

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF FRANKLIN )

On the 24<sup>th</sup> day of June in the year 2020, before me, the undersigned, personally appeared Allen Miller also known as Allen W. Miller and Elizabeth Ann Miller, husband and wife, 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), 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.

Karen A. Ritchie  
Notary Public

KAREN A. RITCHIE  
Notary Public, State of New York  
Franklin County No. 01RI4723986  
Commission Expires September 30, 2022

**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 59.-3-3 and 59.-3-16.100

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Burke, County of Franklin and State of New York, being a part of Lot No. 55 Township No. 7, Old Military Tract, bounded and described as follows:

**BEGINNING** in the center of the highway running northeast and southwest, at the corner of a piece of land formerly owned by Asena Foss; running north in Foss' west line to the north line of said Lot No. 55; west to James Anderson's east line; thence south in Andersons east line, and continuing south in Frank Woods east line to the center of said highway; thence east in the center of the highway to the place of beginning, containing all the land within said bounds.

**BEING** a portion of the premises conveyed to Alan Lobdell and Amanda Lobdell, his wife, by Warranty Deed from William Kominers and Abbot Kominers dated November 6, 2001 and recorded December 4, 2001 in the Office of the Franklin County Clerk in Liber 790 of Deeds at Page 47.

AND

All that tract or parcel of land situate in Great Lot 55, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

*Beginning* at a point in the centerline of the East Road, said point beginning located North 08 degrees 30 minutes 40 seconds East for a distance of 491.37 feet from a Magnetic Nail set at the centerline intersection of the East Road and the Stuart Road, said point being the northwest corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5349 and a southwest corner of the property conveyed to Rodney P. Whipple as recorded in the Franklin County Clerk's Office as Instrument No. 2013-2294 ;

*THENCE* along the centerline of the East Road North 08 degrees 30 minutes 40 seconds East for a distance of 633.53 feet to a point in the centerline of the East Road;

*THENCE* on a new line through the lands of Whipple (Instr. # 2013-2294) South 64 degrees 40 minutes 55 seconds East for a distance of 960.88 feet to a point in the centerline of the Stuart Road, said course passing over a 5/8' rebar set 25.85 feet east of the centerline of the East Road and a 5/8" rebar set 28.62 feet west of the centerline of the Stuart Road;

*THENCE* along the centerline of the Stuart Road the following courses and distances:  
1) South 55 degrees 26 minutes 55 seconds West for a distance of 332.06 feet to a point;  
2) South 52 degrees 32 minutes 45 seconds West for a distance of 587.61 feet to a point  
in the centerline of the Stuart Road, said point being the southeasterly corner of Ted J.  
White;

*THENCE* North 02 degrees 20 minutes 40 seconds West along the east bounds of  
White for a distance of 15.49 feet to a 5/8" rebar set on the easterly top of bank of Allen  
Brook;

*THENCE* northerly along the easterly top of bank of Allen Brook +/- 410 feet to a 5/8"  
rebar set, said rebar marking the northeast corner of White;

*THENCE* on the north bounds of White and the southerly bounds of Whipple South 87  
degrees 43 minutes 35 seconds West for a distance of 232.86 feet to the point of  
beginning, said course passing over a 5/8" rebar set 25.19 feet east of the centerline of the  
East Road.

*CONTAINING* 10.00 Acres of land as surveyed by Langdon Land Surveying on June  
17, 2013.

Together with and subject to covenants, easements, and restrictions of record, and subject  
to any rights the public may have within the right-of-way of said roads.

**The parcel contains approximately 60.00 acres more or less.**



**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2020-3013  
 Receipt#: 2020265276  
 Clerk: SM  
 Rec Date: 07/30/2020 12:31:43 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 10  
 Rec'd Frm: GERONIMO ENERGY, LLC

Party1: PUFFER JUSTIN D  
 PUFFER PATRICIA R  
 PUFFER JEFFREY A  
 PUFFER RACHEL  
 PUFFER DONALD W  
 PUFFE DONNA L  
 Party2: BROOKSIDE SOLAR LLC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
<b>Sub Total:</b>	<b>95.00</b>
Transfer Tax	
Transfer Tax	0.00
<b>Sub Total:</b>	<b>0.00</b>
<b>Total:</b>	<b>95.00</b>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 1582	
Transfer Tax	
<b>Total:</b>	<b>0.00</b>

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

Drafted by and return to:  
Brookside Solar, LLC,  
c/o Geronimo Energy, LLC  
8400 Normandale Lake Blvd., Suite 1200  
Bloomington, MN 55437

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 14<sup>th</sup> day of July, 2020 by and between Justin D. Puffer and Patricia R. Puffer, husband and wife, whose address is 267 Taylor Road, Brushton, NY 12916, Jeffrey A. Puffer and Rachel Puffer, husband and wife, whose address is 30 Patton Road, N. Lawrence, NY 12967; and; Donald W. Puffer and Donna L. Puffer, husband and wife, whose address is 263 St. Tr 111-B, Dickinson Ctr, NY 12930 (“**Lessor**”) and Brookside Solar, LLC, a Delaware limited liability company, whose address is 8400 Normandale Lake Blvd., Suite 1200, Bloomington, MN 55437 and its successors and assigns (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated July 14, 2020 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 13<sup>th</sup> day of July, 2025 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease

Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated July 14, 2020 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its

interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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**LESSEE SIGNATURE PAGE**

**LESSEE**

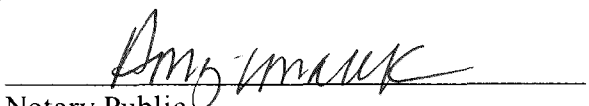
Brookside Solar, LLC,

By:   
\_\_\_\_\_  
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 22nd day of July, 2020, by Jeff Ringblom, the Chief Financial Officer of Brookside Solar, LLC, a Delaware limited liability company, on behalf of the company.



  
\_\_\_\_\_  
Notary Public

LESSEE SIGNATURE PAGE

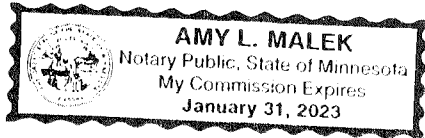
LESSEE

Brookside Solar, LLC,

By: [Signature]  
Jeff Ringblom, Chief Financial Officer

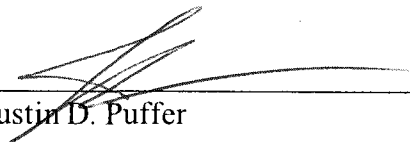
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Hennepin )

On the 22nd day of July in the year 2020, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Brookside Solar, LLC, a Delaware limited liability company, 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), 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.

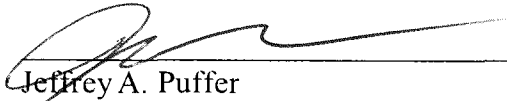


[Signature]  
Notary Public

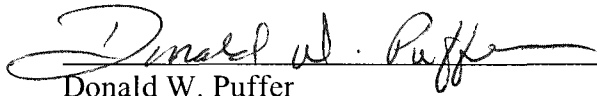
LESSOR SIGNATURE PAGE

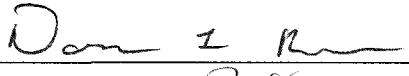
  
Justin D. Puffer

x   
Patricia R. Puffer

  
Jeffrey A. Puffer

  
Rachel Puffer

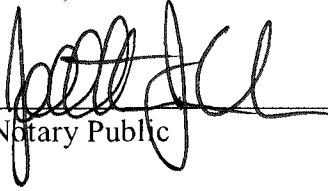
  
Donald W. Puffer

x   
Donna L. Puffer

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 14<sup>th</sup> day of July in the year 2020, before me, the undersigned, personally appeared Justin D. Puffer Patricia R. Puffer, WIFE and MRC, personally known to me  
*(Insert name of spouse, if any and marital status)*

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), 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


JONATHAN J. MILLER  
Notary Public, State of New York  
No. 02M14979043  
Qualified in Franklin County  
Commission Expires March 18, 2023



STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 14<sup>th</sup> day of July in the year 2020, before me, the undersigned, personally appeared Jeffrey A. Puffer and Rachel Puffer, Husband and Wife, personally known to me  
*(Insert name of spouse, if any and marital status)*

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), 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.

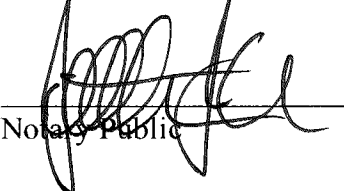
  
\_\_\_\_\_  
Notary Public

JONATHAN J. MILLER  
Notary Public, State of New York  
No. 02M14979048  
Qualified in Franklin County  
Commission Expires March 18, 2023

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 14<sup>th</sup> day of July in the year 2020, before me, the undersigned, personally appeared Donald W. Puffer and Donna L. Puffer, Husband and Wife, personally known to me  
*(Insert name of spouse, if any and marital status)*

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), 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

JONATHAN J. MILLER  
Notary Public, State of New York  
No. 02M14979048  
Qualified in Franklin County  
Commission Expires March 18, 2023

**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 60.-3-4

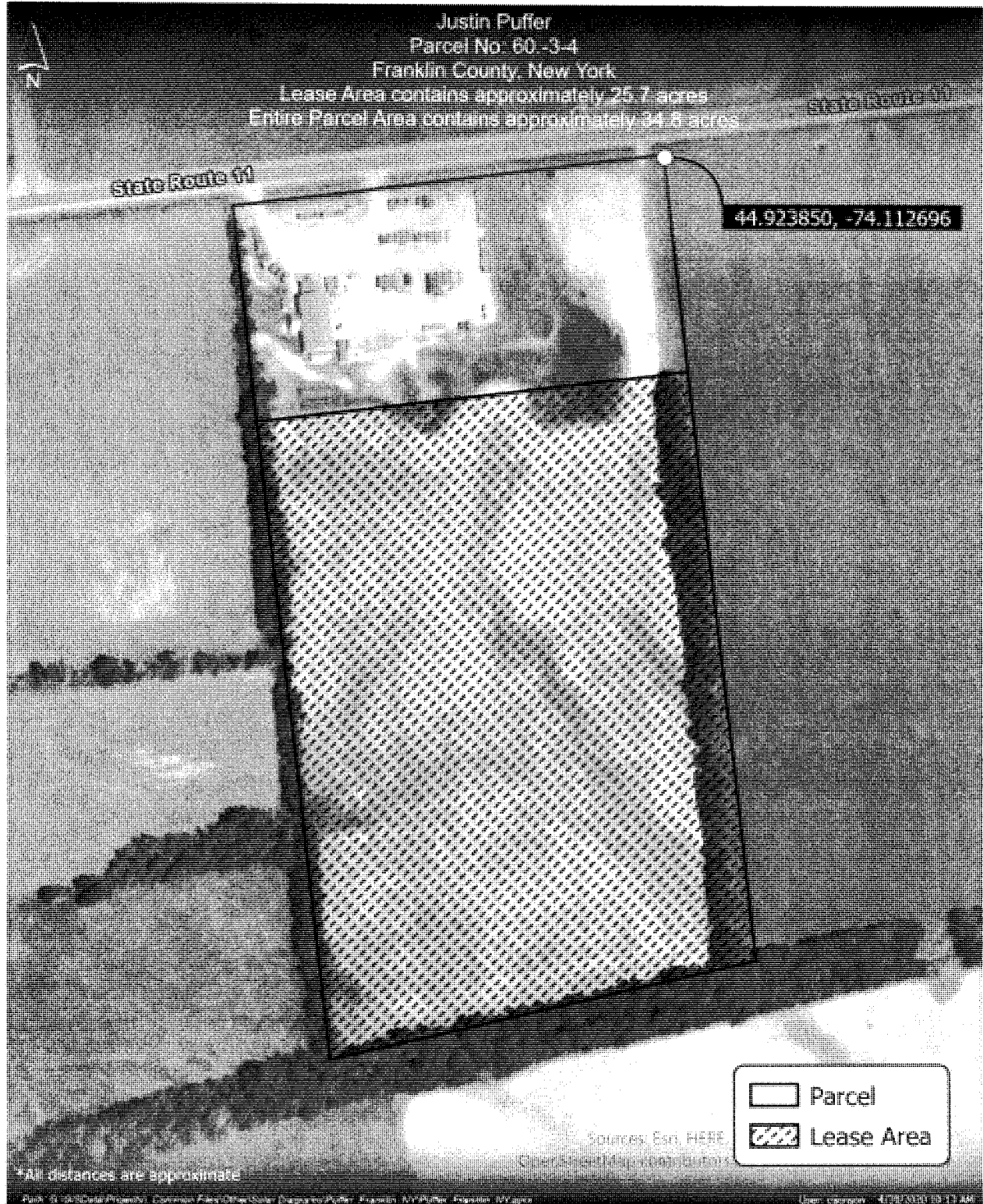
**ALSO ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Chateaugay, County of Franklin and State of New York, being a part of Great Lot No. 45, Township 7, of the Old Military Tract, and bounded and described as follows:-Beginning in the north line of said lot and a point six chains and twenty-five links east from the northwest corner of said lot and at the northeast corner of a part of said lot 45 formerly owned and occupied by Justin Day, and running thence south parallel to the west line of said lot and in the east line of said Day's land about one hundred and five rods to land now occupied by the Ogdensburgh and Lake Champlain Railroad Company, so called, and from thence easterly along the northern bounds of said Company's land, about fifty rods, thence north parallel to the west line of said lot, about one hundred and five rods to the north line of said Great Lot and from thence west in said line about fifty rods to the place of beginning, containing about thirty three acres of land, more or less.

Being the same premises conveyed by Albert D. Goodspeed and Armena Goodspeed to James Campbell by deed dated May 7, 1928 and recorded in the Franklin County Clerk's Office on said date in Liber 196 of deeds at Page 38.

The parcels contain approximately 34.80 acres more or less.

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2020-3074  
 Receipt#: 2020265399  
 Clerk: BL  
 Rec Date: 08/03/2020 11:44:57 AM  
 Doc Grp: RP  
 Descrip: EASEMENT  
 Num Pgs: 12  
 Rec'd Frm: GERONIMO ENERGY, LLC  
 Party1: R50Y FRANCIS E  
 Party2: BROOKSIDE SOLAR LLC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>105.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>105.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 5	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

County Clerk

THIS DOCUMENT DRAFTED BY  
AND UPON RECORDING RETURN TO:  
of Brookside Solar, LLC  
C/O GERONIMO WIND ENERGY, LLC  
DBA GERONIMO ENERGY, LLC  
8400 NORMANDALE LAKE BLVD., SUITE 1200  
BLOOMINGTON, MN 55437  
952-988-9000

---

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

**TRANSMISSION EASEMENT AGREEMENT**  
*Underground Transmission Lines / Access Road*

This Transmission Easement Agreement (“**Agreement**”) dated as of July 15, 2010 (the “**Effective Date**”), is entered into by and between Francis E. Roy, a widowed person (collectively, “**Owner**”) whose address is: 1788 County Rt 23, Chateaugay, NY 12920, and of Brookside Solar, LLC, a Delaware limited liability company (together with its successors and assigns, “**Developer**”), whose address is: 8400 Normandale Lake Blvd., Suite 1200, Bloomington, MN 55437.

**RECITALS**

- A. Owner owns the real property located in Franklin County, State of New York, more particularly described on Exhibit A attached hereto (the “**Property**”).
- B. Developer is developing energy generation facilities (the “**Solar Facilities**”) on properties located in the vicinity of the Property (the “**Project**”).
- C. Developer desires to obtain (i) a non-exclusive easement for purposes of installing underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of electricity across certain portions of the Property, (ii) a temporary construction easement over additional portions of the Property for purposes of constructing, repairing and maintaining such lines and facilities, and (iii) an access easement to and from the Solar Facilities and Transmission Facilities (as hereinafter described), and the related rights described herein.
- D. Owner is willing to grant such easements on the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Developer agree as follows:

### 1. Grant and Description of Easements.

**1.1 Grant of Easement for Transmission Facilities.** Owner hereby grants and conveys to Developer a non-exclusive easement (the “**Transmission Easement**”) on, in, along, over, across and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “**Easement Areas**”), for the purposes of surveying, conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings), erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing underground electrical transmission and related communications lines and cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of electrical energy (collectively, “**Transmission Facilities**”), together with the Appurtenant Rights referenced below. The rights granted herein by Owner do not include the right to construct substation facilities upon the Easement Areas.

**1.2 Other Appurtenant Rights.** In addition to the foregoing, Developer is hereby granted, and shall have, the following related rights necessary or convenient for Developer’s use of the Transmission Easement (the “**Appurtenant Rights**”):

(a) the right of ingress to and egress from the Transmission Facilities and/or the Solar Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property for the purpose of constructing, repairing, maintaining or removing the Transmission Facilities and/or the Solar Facilities, including but not limited to the right to construct an access road;

(b) the right to enter the Property for the purpose of surveying and conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings) in connection with such Transmission Facilities;

(c) the right to permit the installation, placement or attachment to the Transmission Facilities within the Easement Areas;

(d) the right to clear and to keep clear the Easement Areas free from any buildings, fencing (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder), equipment, brush, combustible material and any and all other new structures, and obstructions of any kind, and the right to trim or remove brush, trees or other hazards on the Property which, in the reasonable opinion of Developer, may interfere with Developer’s exercise of its rights hereunder;

(e) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the “**Temporary Construction Laydown Area**” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(f) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

**1.3 Term of Easement.** The term of this Agreement (the “**Term**”) is perpetual, unless terminated pursuant to Section 3 below.

**2. Payments for Transmission Easement.**

**2.1 Compensation.** As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Developer agrees to make payments to Owner as described in Exhibit C. The parties acknowledge and agree that Exhibit C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit C prior to recording is intentional and does not in any way affect the validity of this Agreement. Owner acknowledges and agrees that it shall not be permitted to sever the payments under the Agreement, and shall not be permitted to assign payments due to Owner under the Agreement to a third party without the consent of Developer. Upon the transfer of an interest in the Property to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

**2.2 Crop Damages.** The parties anticipate and acknowledge that Owner or Owner’s renters may suffer damage to crops, soil compaction, tile, fences, and other property or improvements on the Property during Developer’s construction, installation, maintenance and removal of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be 100% of Fair Market Value in the year of such compaction (the “**Crop Damage Payment**”). The “**Fair Market Value**” shall be the fair market value for the amount of crop actually destroyed or damaged on the date of such damage or destruction, and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the nearest grain terminal. After construction is complete and payment of the Crop Damage Payment, Developer shall not be responsible to pay Owner or Owner’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Owner’s inability to grow crops or otherwise use the portion of the Premises occupied by Transmission Facilities.

**3. Termination; Default.**

**3.1 Termination by Developer.** Developer, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Owner in recordable form.

**3.2 Termination by Owner for Default by Developer.** Owner, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Developer fails to pay any monetary amounts owing hereunder when due or if the Easement Value Payment is not paid to Owner for any reason by July 14, 2015, (b) Owner notifies Developer, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Developer, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Developer receives the written notice from Owner, or within such longer period of time as is required to cure such default, so long as Developer, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

**3.3 Actions Upon Termination.** Upon termination of this Agreement, Developer shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Developer shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Developer thereon and leave the surface of the Easement Areas free from debris; provided, however, that Developer shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Developer shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. If Developer fails to remove any of the Transmission Facilities within the required time period, such Transmission Facilities shall be considered abandoned by Developer and Owner may remove the Transmission Facilities. In the event Owner removes such Transmission Facilities, Developer shall reimburse Owner for all reasonable costs of removing those Transmission Facilities, less any salvage value received by Owner, within thirty days after receipt of an invoice from Owner. In addition, if applicable, Developer shall pay Owner a Crop Damage Payment as set forth in Section 2.2.

**4. Nature of Easement; Overburdening.**

**4.1 Easement in Gross.** The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Developer. Owner agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Developer and Developer's successors, assigns, and tenants.

**4.2 Abandonment.** Except as provided in Section 3, no act or failure to act on the part of Developer or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Owner.

**5. Assignment/Mortgage.**

**5.1 Right to Assign.** Developer shall have the right, without Owner's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on a nonexclusive basis, or to apportion, grant



sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities. Developer shall provide notice of any such sale, conveyance, lease, transfer or assignment to Owner.

**5.2 Right to Mortgage.** Developer may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Owner agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Developer under this Agreement, provided that Owner has been provided with the identity and contact information for any Mortgagees, Owner shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Developer, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Developer's entire interest or its partial interest in the Transmission Facilities Assets as is given to Developer and the same right to cure any default as Developer or to remove any property of Developer or its assigns. Developer may not mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in Owner's interest in the Property.

**6. No Interference.** Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder), structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Developer's rights or benefits as set forth in this Agreement.

**7. Indemnity.** To the fullest extent not prohibited by applicable law, Developer shall indemnify, hold harmless, and, at Owner's election, defend Owner and Owner's officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Developer or any contractor, agent, employee, invitee, tenant or permittee of Developer, or its successors and assigns.

**8. Miscellaneous.**

**8.1 Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

**8.2 Estoppel Certificates.** Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under

this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Developer or any Mortgagee may reasonably request at any time and from time to time. Owner and Developer shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or Owner or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Developer or a Mortgagee. Owner shall request of any Owner's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Developer's interest in the Easement Areas.

**8.3 Notices.** Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

**8.4 Attorney Fees.** If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

**8.5 Notice of Easement.** During the term of this Agreement, Owner shall give written notice of the existence of the Transmission Easement to any prospective tenant, lessee, Developer, or assignee of Owner who proposes to acquire any interest in the Property.

**8.6 Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

**8.7 Further Acts and Assurances.** Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Developer, Owner and Developer agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Developer, which shall be recorded in the public records by Developer at Developer's expense.

**8.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

**The remainder of this page is intentionally blank.**

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

OWNER(S):

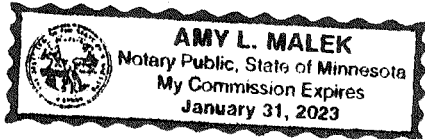
  
Francis E. Roy


DEVELOPER:

Brookside Solar, LLC  
  
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF Hennepin        )


On the 22nd day of July in the year 2020, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Brookside Solar, LLC, a Delaware limited liability company, 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), 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

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

X On the 15<sup>th</sup> day of July in the year, 2020 before me, the undersigned, personally appeared Francis E. Roy, a widowed person, 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), 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 for Franklin Co NY  
My Commission expires: 5/15/22

WILLIAM A. TROMBLY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TR6041784  
Qualified in Franklin County  
My Commission Expires 05-15-2022

## EXHIBIT A

### OWNER'S PROPERTY

Parcel Number: 60.3-19

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York and being part of Great Lot No. 45 and more particularly described as follows: Beginning at a point in the center of the Burke-Chateaugay Road, so called, also known as County Road 23 along the center of said road 505 feet from its intersection with the center line of the right-of-way formerly belonging to the Rutland Corporation and deeded to Walter Bilow and Pauline Bilow by deed dated July 14, 1967, and recorded in the Franklin County Clerk's Office in Liber 437 of Deeds at page 345 and running thence in a general southerly direction at such an angle so as to intersect with the north line of the railroad right-of-way at a 90 deg. angle, 320 feet more or less to the north line of said railroad right-of-way; thence in a general westerly direction on or along the north line of said railroad right-of-way 384 feet more or less to the center line of the said Burke-Chateaugay Road, so called; thence in a general northeasterly direction on or along center of said road 455 feet more or less to the point or place of beginning containing all the lands within said bounds.

Being part of the premises deeded to Walter F. Bilow and Pauline G. Bilow, his wife, by deed dated February 23, 1954 and recorded in the Franklin County Clerk's Office in Liber 339 of Deeds at page 13.

AND

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York and being part of Great Lot No. 45 and more particularly described as follows: Being a strip of land formerly a right-of-way for railroad purposes of the Rutland Railroad Corporation and thereafter the Rutland Corporation, extending from the center line of the Malone-Chateaugay Road, so called, also known as County Road 23 in a general easterly direction a distance of 418 feet more or less. Being the intention of the parties of the first part to convey all of the former right-of-way lying between the aforementioned bounds, and being that part of the right-of-way which lies southerly of premises also conveyed by Walter F. Bilow and Pauline G. Bilow, his wife, to Francis Roy and Janice Roy, his wife, by deed bearing even date herewith and extending from the center line of the Malone-Chateaugay Road, so called, to the east line of said premises conveyed this date.

Being a part of the premises conveyed to Walter Bilow and Pauline Bilow by deed dated July 14, 1967 and recorded in the Franklin County Clerk's Office in Liber 437 of Deeds at page 345.

Said parcels contain approximately 3.80 acres more or less.

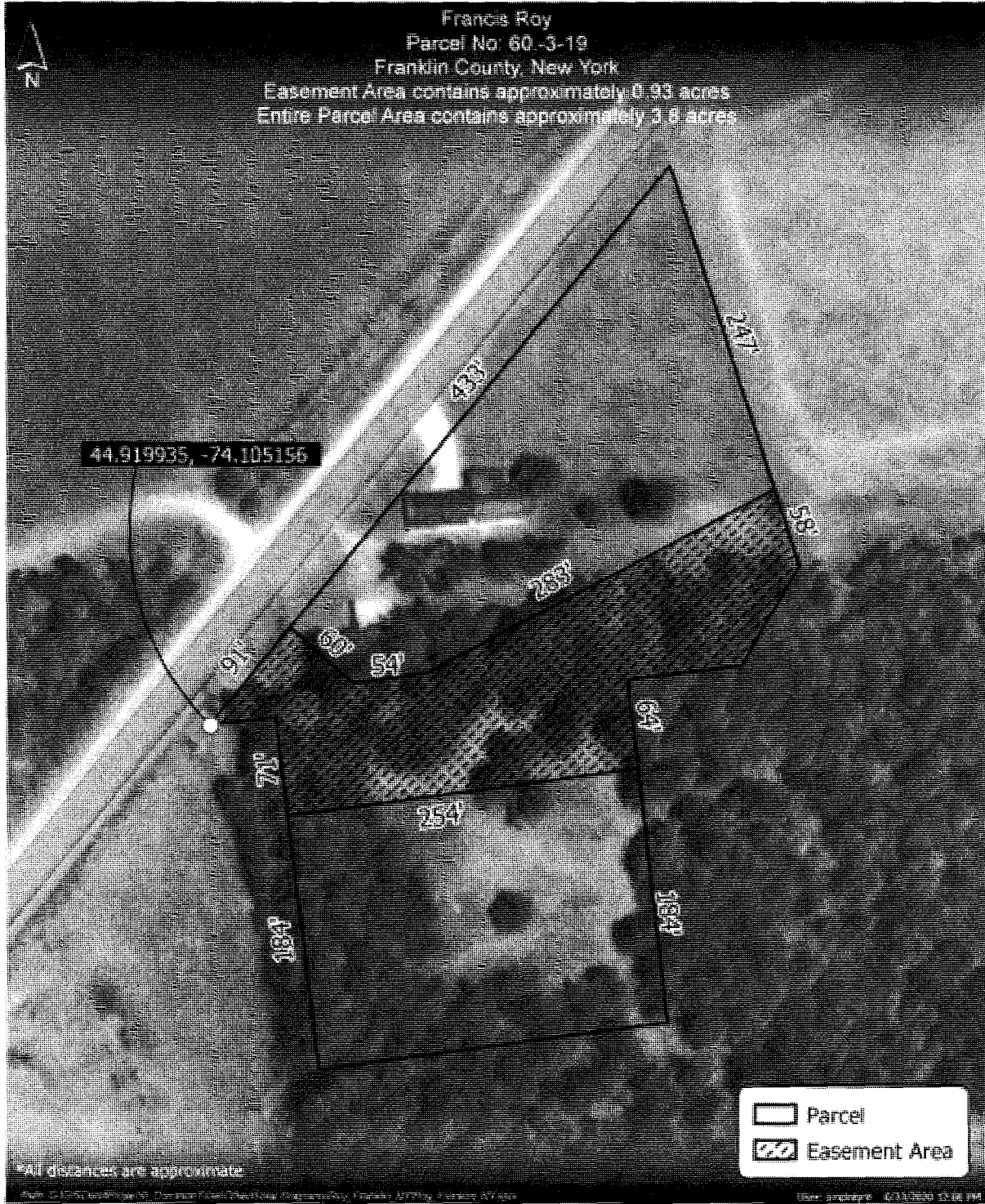
## EXHIBIT B

### DESCRIPTION OF EASEMENT AREA

**Transmission Easement Area**: An area within the Property that contains approximately 0.93 acres, in the locations generally depicted on Exhibit B-1, to be used for the installation of the Transmission Facilities (the “**Transmission Easement Area**”).

EXHIBIT B-1

DIAGRAM OF EASEMENT AREAS





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAY, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-2851

Receipt#: 2019251061  
 Clerk: JR  
 Rec Date: 06/20/2019 02:43:54 PM  
 Doc Grp: RP  
 Descrip: OPTION  
 Num Pgs: 11  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: GREGOIRE FARM INC  
 GERONIMO SOLAR ENERGY LLC  
 Party2: GERONIMO SOLAR ENERGY LLC  
 GREGOIRE FARM INC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
<b>Sub Total:</b>	<b>100.00</b>
Transfer Tax	
Transfer Tax	0.00
<b>Sub Total:</b>	<b>0.00</b>
<b>Total:</b>	<b>100.00</b>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 1536	
Exempt	
<b>Total:</b>	<b>0.00</b>

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863



Space above this line for recording purposes only

## MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of May 31, 2019, by and between Gregoire Farm, Inc., a New York Corporation, whose address is: 35 Perrin Way, Ellenburg Depot, NY 12935 ("Seller") and Geronimo Solar Energy, LLC, a Minnesota limited liability company, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 ("Buyer").

### RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the "**Land**") located at East Main Street in the Town of Chateaugay, in the County of Franklin, State of New York legally described in attached Exhibit A.

B. Seller and Buyer have entered into a purchase agreement dated May 31, 2019 (the "**Purchase Agreement**"), under which Seller has agreed to sell the Land to Buyer, as generally shown on attached Exhibit B (the "**Property**").

C. The parties wish to record this instrument to give notice to third parties of the existence of the Purchase Agreement and the rights in the Property held by Buyer as the purchaser under the Purchase Agreement.

### PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties described herein, the execution of this Memorandum of Purchase Agreement by the parties and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser acknowledge that they have entered into the Purchase Agreement, pursuant to which Buyer has agreed to buy the Property from Seller and Seller has agreed to sell the Property to Buyer on or before May 30, 2024

2. This Memorandum of Purchase Agreement has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship for the sale

8/5/15

of the Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.

3. The terms and conditions of the Purchase Agreement are incorporated by reference into this Memorandum of Purchase Agreement as if set forth fully herein at length.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.


**BUYER**

Geronimo Solar Energy, LLC

By:   
Jeff Ringblom, Chief Financial Officer

**SELLER**

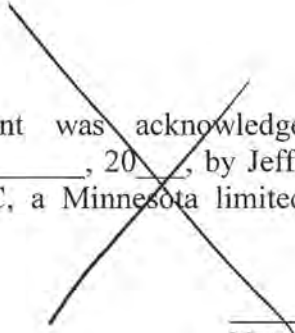
Gregoire Farm, Inc.

By:   
Name: Dominique Gregoire  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Notary Public

of the Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.

3. The terms and conditions of the Purchase Agreement are incorporated by reference into this Memorandum of Purchase Agreement as if set forth fully herein at length.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.

**BUYER**  
Geronimo Solar Energy, LLC

**SELLER**  
Gregoire Farm, Inc.

By:   
Jeff Ringblom, Chief Financial Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

On the 31 day of May in the year 2019, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, 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), 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

STATE OF NEW YORK

COUNTY OF Clinton

On the 10<sup>th</sup> day of May in the year 2019 before me personally came Dominic Gregoire to me known, who, being by me duly sworn, did depose and say that he/she reside(s) in 35 Person way, Ellenburg Depot, NY (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the President of Gregoire Farm, Inc., a New York Corporation, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

[Signature]

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EVAN F. BRACY  
Notary Public, State of New York  
No. 0621602609  
Qualified in Clinton County  
Commission Expires April 25, 2022

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the \_\_\_\_\_ of Gregoire Farm, Inc., a New York Corporation, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

This instrument was drafted by:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435



## EXHIBIT A

### Legal Description of the Land

Tax Parcel No.: 60.-3-20-200; 74.-1-2.400; 74.-1-3.100 and 74.-1-5.300

ALL THAT CERTAIN PIECE OF LAND, situate in the Town of Chateaugay aforesaid and being a part of Great Lot number forty five (45) in the General division of Township number seven (7) of the Old Military Tract bounded as follows, viz: BEGINNING at the southwest corner of a part of said lot no. 45 owned by Justin Day in his lifetime and in the west line of said lot no. 45; running thence south in the said west line twelve (12) chains and forty one (41) links; thence east eighteen chains and fifty links (18.50); thence north one chain; thence east fifty links to the center of the highway; thence northeasterly along the center of the highway three chains and seventy five links (13.75) opposite to a large rock on the south side of the ditch of said road; thence southeasterly along the center of a certain ditch four chains and eighty eight links (4.88); thence northeasterly one chain and fifty seven links (1.57) parallel to the highway; thence east along the north line of a piece of land heretofore sold to Manly A. Mills ten chains and fifty six links (10.56); thence north along the west line of land formerly owned by said Mills four chains and forty one links (4.41); thence northwesterly nine chains and seventy five links to the center of the highway; thence northeasterly along the center of the highway three chains and twenty five links (3.25) to the south line of land owned and occupied by Hiram Barber; thence west along said Barbers and John & Justin Days south lines thirty one chains and fifty links (31.50) to the place of beginning containing all the lands within said boundaries supposed to be about forty one acres and being the same farm deeded to Benjamin Smith in his lifetime by Hoel Smith, recorded in vol. 39 of Deeds at Page 36, on the 10<sup>th</sup> day of February, 1864.

EXCEPTING AND RESERVING from the last described piece of land a right of way heretofore deeded to the Telephone Company for pole line. Being the same premises deeded to Jason L. Felton by Deed dated June 21, 1883 and recorded in Vol. 70 of Deeds, page 551.

EXCEPTING AND RESERVING from the above described premises a parcel of land conveyed to Eugene Brady and Kate Brady, his wife by Deed dated December 21, 1964 and recorded in Franklin County Clerk's Office August 9, 1965 in Liber 428 of Deeds, Page 410 and also reserving another parcel conveyed to Eugene Brady and Kate Brady, his wife in Liber 463 of Deeds at Page 612 recorded on July 12, 1973.

ALSO RESERVING lands taken by Franklin County for use in highway purposes and also reserving the easement heretofore granted to New York Electric and Gas Corporation for pole rights across a portion of said premises.

EXCEPTING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being a part of Great Lot No. 45, Township No. 7, Old Military Tract, in said Town, and bounded and described as follows: viz: BEGINNING at a point in the westerly edge of the County Road, leading from Chateaugay to Burke Village which point is the northeast corner of land now owned by John Green; running thence northerly along the westerly edge of said County Highway, a distance of about 70 feet to a point which is the southeast corner of land now owned by Eugene Brady; thence northwesterly along the south line of said Eugene Brady lot, a distance of about 240 feet to a point; thence southwesterly, a distance of about 182 feet to the northwest corner (should recite to north line) of said John Green land; thence

easterly along the north line of said John Green land, about 240 feet to the place of beginning, containing all the land within said bounds, be the same more or less.

EXCEPTING the following described parcel conveyed to Timothy and Kelly Porter more particularly described as follows: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot 45 situate on the north side of County Highway 23: BEGINNING at a point in the center of the highway, 85 feet northeasterly of the northeast corner of the premises owned by Steven Brown and running thence northwesterly perpendicular to the highway 185 feet to a point; thence northeasterly 275 feet to a point; thence southeasterly 162 feet to the center of the highway; thence southwesterly along the center of the highway, 305 to the point or place of beginning, containing all the lands within said bounds.

ALSO ALL THAT PIECE OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, and State of New York, which is bounded as follows: BEGINNING in the south line of the Ogdensburg & Lake Champlain Railroad Co. (Now the Rutland Ry. Co.) At a point in the center of the highway, leading southwesterly from Samuel Campbell's blacksmith shop and running from thence southwesterly along the center of the said highway to the north line of the land formerly owned by Benjamin Smith and owned and occupied by Ida Felton Mitchell; thence westerly along the north line of said Felton or Mitchell land to the east line of land owned by Elisha J. Rust in his lifetime; thence northerly in the said east line of said lands so formerly owned by said Elisha J. Rust, to the south line of the land owned and occupied by Rutland Railroad Co.; and from thence easterly in the south line of the said Rutland Railroad Co. Lands to the place of beginning, containing about fifty-seven acres of land, being a part of Great Lot No. 45, Township No. 7, O.M.T. and the same land as conveyed to Sarah A. Clark by Hoel Smith and wife March 17, 1885, being the same premises conveyed to Theodore Clark by Frank M. Clark and Ida Clark, his wife, by Deed dated September 22, 1890 and recorded in the Franklin County Clerk's Office, October 15, 1890, Liber 88 of Deeds, Page 152.

EXCEPTING AND RESERVING unto the grantors, ALL THAT TRACT OR PARCEL OF LAND, situate on the north side of County Route #23 and more particularly described as follows: BEGINNING in the center of County Route #23 at a point 185 feet northeasterly of the northeast corner of the premises conveyed by the estate of Ward Mitchell to Bruce Porter Liber 449 of Deeds at Page 875 and running thence westerly at a right angle 278 feet to a point; thence northeasterly 175 feet to a point; thence southeasterly 320 feet to the center of County Route #23; thence southwesterly along the center of County Route #23, 230 feet to the point or place of beginning, containing all the lands contained therein.

BEING a portion of the lands described in a deed from Kenneth D. Mitchell to Dei Malone and Marlene Malone recorded July 9, 2004 in Liber 859 at Page 329.

FURTHER EXCEPTING all portions of the above described property which lies south of County Route #23.

FURTHER EXCEPTING AND RESERVING the rights of the public in and to the streets and highways and the normal utility easements.

FURTHER CONVEYING the following parcel of land by Quit Claim and without warranty:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot 46: BEGINNING in the east line of Lot 46 at an intersection with the south line of the former Rutland Railroad right of way and running thence southerly along the said lot line 360 feet more or less to the north bounds of Marie Sexton; thence westerly along the north bounds of Marie Sexton, 1,160 feet more or less to the said south bounds of the former Rutland Railroad right of way; thence easterly along the south bounds of the said former Rutland Railroad right of way, 1,600 feet more or less to the point or place of beginning, containing all the lands within said bounds. Intending to convey a triangular shaped parcel along the south bounds of the said railroad right of way.

Intending to convey the same premises conveyed to George Dupree and Mary E. Dupree, his wife, by Thomas J. Dupree and Margaret A. Dupree, his wife, by Deed dated May 18, 1944, recorded in volume 241 of Deeds, Page 430.

Being the same premises conveyed by George Dupree and Mary E. Dupree, his wife, to Russell R. Dechambeau and Florence Dechambeau, his wife, by Deed dated May 13, 1974 and recorded May 13, 1974 in Liber 467 of Deeds at Page 1042 in the Franklin County Clerk's Office.

Also being the same premises described in a Deed from Russell R. Dechambeau and Florence Dechambeau to Bruce Porter and Patricia Porter dated January 8, 1985 and recorded January 18, 1985 in Liber 517 of Deeds at page 1005.

BEING the same premises conveyed by Del Malone and Marlene Malone to Ryan E. Hudson and Barbara E. Hudson by deed dated August 27, 2010 and recorded August 30, 2010 in the Franklin County Clerk's Office as Instrument No. 2010-4645.

BEING the same premises described in a deed from Ryan C. Hudson and Barbara E. Hudson to Glengarry Farms, LLC by Warranty Deed recorded in the Franklin County Clerk's Office on December 24, 2014 as Instrument No. 2014-6759

ALL THAT TRACT OR PARCEL OF LAND situate in Great Lot 46, Township 7, Old Military Tract, Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows: BEGINNING at a point in the center of County Road 23, said point marking the Southwest corner of lands conveyed to Daniel P. Unwin by deed recorded in the Franklin County Clerk's Office in Liber 582 at Page 195; thence

1. N 74°35'50" W 251.52 ft., along the center of said road, to a point; thence
2. N 6°02'55" E 1270.72 ft. to an iron pin set in the Southerly bounds of land conveyed to Robert & Elaine O'Connor by deed recorded in the Franklin County Clerk's Office in Liber 479 at Page 599, said course passing over an iron pin set 33.44 ft. from the center of said road; thence
3. N 77°35'00" E 205.74 ft., along said O'Connor bounds to an iron pin; thence
4. S 01°23'15" W 959.71 ft. to an iron pin found marking the Northwest corner of said Unwin parcel; thence
5. S 09°26'50" W 420.97 ft. along the Westerly bounds of said Unwin parcel, to the point of beginning.

Containing 7.394 acres of land as surveyed by Drake & Allott Land Surveyors, P.C. September 16, 1993 and being subdivision lot 2 as delineated on filed map no. 1472 in the Franklin County Clerk's Office entitled "Map of Survey prepared for Cersosimo Lumber Company, Inc." sheet 2 of 4.

Subject to the rights of the public in and to the rights of way know as County Road 23.

Subject to an easement held by New York State Electric and Gas Corporation, as recorded in Liber 513 of Deeds at Page 825.

Being the same premises conveyed to Patrick Powers and Darci Powers, his wife, by Diana Secore and Dean Livermois by Warranty Deed dated July 19<sup>th</sup>, 2004 and recorded in the Office of the Franklin County Clerk on July 21, 2004 in Liber 860 of Deeds at Page 241.

Being the same premises conveyed to Gary R. Matthews by Patrick Powers and Darci Powers, his wife, by Warranty Deed dated September 30, 2005 and recorded in the Office of the Franklin County Clerk on October 11, 2005 in Liber 894 of Deeds at Page 215.

ALSO, ALL THAT PIECE OR PARCEL OF LAND, in the said Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows: COMMENCING at the southwest corner of Phelps Wilbur's land (now or formerly); running thence north to the W.E. Dake's south line (now or formerly); thence east across the Rutland Railroad Company's land (now or formerly) to A.A. Clark's west line (now or formerly); thence south to C.W. Silver's north line (now or formerly); thence west to the northwest corner of said Silver's land; thence south to the Turnpike leading from Chateaugay to Malone; thence west to the place of beginning containing 50 acres of land, more or less, EXCEPTING AND RESERVING therefrom about ½ acre of land lying on the north side of the Railroad deeded by Nettie Gamble to Saffronia Wilbur on the 7th day of June, 1907.

EXCEPTING AND RESERVING any part of the following described property lying within the bounds of the above described property: "ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, and State of New York, bounded and described as follows: BEGINNING at a point in the centerline of County Road #23 which road is also known as the Malone-Chateaugay Road and the Burke County Road, said point being 1171 feet easterly from the southwest corner of the property of Garth A. Bisonette and Diane V. Bisonette located on the north side of said road said southwest corner also being at a point on the west bounds of the Town of Chateaugay and the east bounds of the Town of Burke; running thence easterly along the centerline of the road a distance of 185 feet to a point; running thence northerly at a right angle to the centerline of the road a distance of 156 feet to a point; running thence westerly at a right angle to the last described course a distance of 185 feet to a point; running thence southerly a distance of about 156 feet to a point in the center of the road which point is the place of beginning."

SUBJECT TO the usual easements for utilities.

BEING part of the premises deeded by Claude Bisonette, Sr. and Adeline Bisonette to Garth A. Bisonette and Diane V. Bisonette by a deed dated June 15th, 1973 and recorded July 2nd, 1973 in Liber 463 of Deeds at Page 393.



BEING the same premises conveyed to Gregory Kilmer and Trixie Kilmer, his wife, by deed from Garth A. Bisonette and Diane V. Bisonette, his wife, dated and recorded December 3, 1993 in the Office of the Franklin County Clerk in Liber 603 of Deeds at Page 83.

ALSO EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, and being more particularly described as follows, BEGINNING at a point in the centerline of County Route 23, which point marks the southwest [Southeast] corner of parcel of land conveyed by Donald Murzin to Marie-Ange P. Saxton by deed dated and recorded April 12, 1999 in Liber 720 of Deeds at Page 292; running thence in a westerly direction and along the centerline of aforesaid highway, 113 feet to a point running thence in a northerly direction in a line which follows a page line fence (2002) and runs parallel to the easterly line of the premises described in the aforesaid deed from Murzin to Saxton, 191 feet to a point marked by an iron pipe; running thence in an easterly direction and in a line which follows a page line fence and runs parallel to County Route 23, 113 feet to a point; running thence in a southerly direction and along a stone wall marking the easterly boundary of the premises described in the aforesaid deed from Murzin to Saxton 191 feet to the point and place of BEGINNING, containing all the lands within said bounds and being 0.50 acres of land more or less.

Being a portion of the premises described in a deed from Murzin to Saxton recorded in Liber 720 of Deeds at Page 292.

EXCEPTING AND RESERVING the personal drainage and water rights conveyed by Marie-Ange P. Saxton to Claude Ann-Marie Brancella by deed recorded September 5, 2002 in Liber 811 of Deeds at Page 232. [Note: Ms. Brancella has since sold said premises thereby extinguishing her personal drainage and water rights. In addition, the personal drainage and water rights were set to expire on September 5, 2007].

Being the same premises described in a deed from John Collins, Referee to Clark Legacy, LLC by Referee's Deed recorded in the Franklin County Clerk's Office on August 31, 2016 as Instrument No. 2016-4242.

The parcels contain approximately 134.50 acres more or less.

# EXHIBIT B

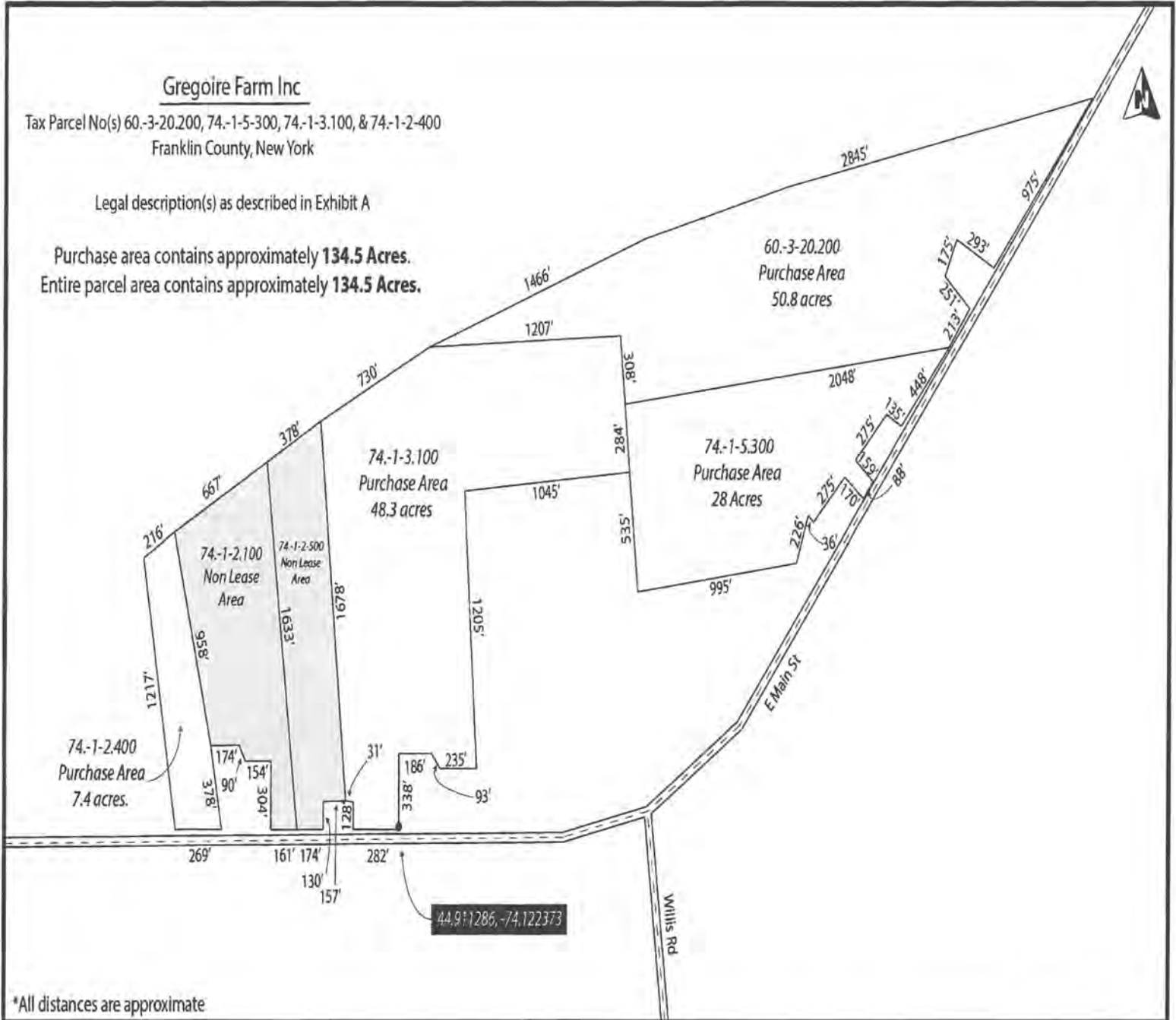
## Site Plan Showing Location of the Property within the Land

### Gregoire Farm Inc

Tax Parcel No(s) 60.-3-20.200, 74.-1-5-300, 74.-1-3-100, & 74.-1-2-400  
Franklin County, New York

Legal description(s) as described in Exhibit A

Purchase area contains approximately **134.5 Acres.**  
Entire parcel area contains approximately **134.5 Acres.**



\*All distances are approximate



FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-1713  
 Receipt#: 2019248311  
 Clerk: JR  
 Rec Date: 04/19/2019 11:52:18 AM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 9  
 Rec'd Frm: GERONIMO ENERGY HOLDING LLC  
 Party1: JOHNSTON ROBERT A  
 JOHNSTON JOAN B  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: BURKE

Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
<b>Sub Total:</b>	<b>90.00</b>
Transfer Tax	
Transfer Tax	0.00
<b>Sub Total:</b>	<b>0.00</b>
<b>Total:</b>	<b>90.00</b>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 1184	
Transfer Tax	
<b>Total:</b>	<b>0.00</b>

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO WIND ENERGY  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863

Drafted by and return to:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 22 day of March, 2019 by and between Robert A. Johnston and Joan B. Johnston, husband and wife, whose address is: 5738 State Route 11, Chateaugay, NY 12920 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated March 22, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 21 day of March, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

C | 5785

Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated March 22, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSEE SIGNATURE PAGE

LESSEE

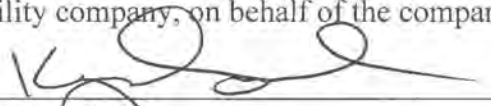
Geronimo Solar Energy, LLC

By:   
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 22 day of March, 2019, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the company.



  
Notary Public





**SCHEDULE A  
TO MEMORANDUM  
DESCRIPTION OF PROPERTY**

Tax Parcel No.: 59.-4-9

**A. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin, and State of New York, Being part of Lot No. 46, in the General Division of Township Number Seven, of the Old Military Tract, beginning sixty two rods east of the northwest corner of said Lot, and running from thence south sixty two rods; thence west sixty two rods to the west line of said Lot; thence south on the west line of said Lot seventy rods and eight links; thence east one hundred one rods and twenty links; thence north one hundred and thirty three rods and eight links to the north line of said Lot; thence west on said north line of said Lot to the place of beginning, containing sixty one acres of land.**

**EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, Franklin County, New York: BEGINNING at a point 1,120 feet easterly from the Northwest corner of Lot #46, which point is on the northerly boundary of Lot #46; thence southerly at right angles to the said Lot line, a distance of 313 feet to a point; thence easterly a distance of 208.7 feet to a point; thence northerly, parallel with the easterly line of Lot #46 a distance of 313 feet to the northerly line of Lot #46; thence westerly, parallel with the southerly boundary of the land conveyed herein, a distance of 208.7 feet to the point or place of beginning containing 1.5 acres of land, be the same more or less.**

**EXCEPTING AND RESERVING lands now or formerly of Roy and Mildred Gillett, Liber 442 at p. 571**

**B. ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Burke, County of Franklin and State of New York, and bounded and described as follows: On the north by the highway leading from Malone to Chateaugay and known as the North Road; and by lands formerly owned by Nathan Mason and by Spencer Lewis; on the west by lands formerly owned by Nathan Mason and by Spencer Lewis; and by the east line of the north and south road; on the south by lands of Edward Kane (formerly); and on the east by lands of Edgar Pelton, containing fourteen acres of land, more or less, and being the same premises formerly owned by John D. Young.**

**ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND, situated in the Town of Burke, County of Franklin, and State of New York, and more particularly described as follows:**

**Burke, Town of  
O.M.T., Twp. #7  
Outside Village  
Lot #46  
Dupree, Louis J.  
Rt. 11, S.,  
Lot, 1A  
Bounded N. by Rt. 11;  
E. by Johnston;  
S. by Johnston;  
W. by Ketchum Rd.**



The second parcel being the same premises conveyed by the County of Franklin to Louis J. Dupree, by deed dated December 15, 1975 and recorded December 18th, 1975.

**EXCEPTING AND RESERVING** a water right deeded by Carl Gillett, Bernice Witherill and Allan Gillett to Thelma Johnston, by Deed dated March 4th, 1949, and described therein as follows: "All of their right, title and interest in and to the water line now leading from a certain spring located on the lands owned by the above parties in common, in the Town of Burke, being a sixty one acre parcel of land and a fourteen acre parcel of land, as described in a deed thereof recorded in Franklin County Clerk's Office, in Liber 155 of Deeds at Page 517, and in Liber 158 of Deeds, at Page 201, across said land and extending to a parcel of land owned by the party of the second part on the northerly side of said sixty one acre parcel and said fourteen acre parcel, including the pipes, with the right to the said Thelma Johnston, her heirs or assigns, to go upon said land when necessary to make necessary repairs to said line or to clean out said spring, with the right to take water through said water line without interference from any one, as said water is being conveyed at the present time. The parcel of land owned by the party of the second part, to which said water is conveyed, is the parcel of land described in a Deed to Thelma Johnston from Daniel Gillett and Nellie F. Gillett, dated Sept. 8th, 1936. It being the intention of the parties of the first part that the easement and grant herein conveyed shall run with the land

owned by the said Thelma Johnston, her heirs or assigns forever, and that the sixty one acre parcel of land and fourteen acre parcel above referred to shall be subject to said easement or grant forever."

**EXCEPTING AND RESERVING** from the above described premises a parcel of one-fourth acre of land, deeded by Daniel and Nellie Gillett to Thelma Johnston, by Deed dated Sept. 8th, 1936 recorded at Liber 290 at p. 219; and also a parcel of about one acre of land, deeded by Nellie Gillett to Roy Gillett, by Deed dated October 26, 1932, recorded in Franklin County Clerk's Office, Dec. 21, 1934, in Liber 213 of Deeds, Page 510, together with a water right-of-way to a three-fourths inch pipe line leading across the lower end of the premises conveyed herein, to the mainline, with the right to repair and maintain the same, for the benefit of the said Roy Gillett, his heirs or assigns.

**EXCEPTING AND RESERVING** lands now or formerly of Bonnie L. Safford and Floyd N. Safford, Liber 658 at p. 327.

**EXCEPTING AND RESERVING** lands now or formerly of Bonnie L. Safford and Floyd N. Safford, Liber 550 at p. 82.

**EXCEPTING AND RESERVING** lands now or formerly of Bonnie L. Safford and Floyd N. Safford, Liber 713 at p. 317.

The parcel contains approximately 78.20 acres more or less.

# SCHEDULE A-1 TO MEMORANDUM

## SITE PLAN





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-1720  
 Receipt#: 2019248325  
 Clerk: JR  
 Rec Date: 04/19/2019 01:39:02 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 9  
 Rec'd Frm: GERONIMO ENERGY HOLDING LLC  
 Party1: JOHNSTON ROBERT A  
 JOHNSTON JOAN B  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: BURKE

Recording:	
Cover Page	5.00
Recording Fee	60.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>90.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>90.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 1186	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO SOLAR ENERGY LLC  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863

Drafted by and return to:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 22 day of March, 2019 by and between Robert A. Johnston and Joan B. Johnston, husband and wife, whose address is: 5738 State Route 11, Chateaugay, NY 12920 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated March 22, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 21 day of March, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

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Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated March 22, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

**The remainder of this page is intentionally blank.**





LESSOR SIGNATURE PAGE

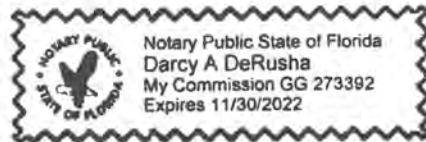
  
Robert A. Johnston

  
Joan B. Johnston

STATE OF Florida )  
COUNTY OF Pinellas ) ss.

On the 14 day of March in the year 2019, before me, the undersigned, personally appeared Robert A. Johnston and Joan B. Johnston, husband and wife, 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), 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



**SCHEDULE A  
TO MEMORANDUM  
DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 59.-3-16.200

All that tract or parcel of land situate in Great Lot 55, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

**Beginning** at a point in the centerline of the East Road, said point beginning located North 08 degrees 30 minutes 40 seconds East for a distance of 491.37 feet from a Magnetic Nail at the centerline intersection of the East Road and the Stuart Road, said point being the northwest corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5349 and a southwest corner of the property conveyed to Rodney P. Whipple as recorded in the Franklin County Clerk's Office as Instrument No. 2013-2294;

**THENCE** north along the centerline of the East Road for a distance of +/-1306 feet to a point in the centerline of the East Road, said point being the southwest corner of the property conveyed to Andrew W. & Dorothy W. Miller as recorded in the Franklin County Clerk's Office in Liber 860, Page 56, said point also being a northwest corner of Whipple; **THENCE** east on the south bounds of Miller (Liber 860, Pg. 56) and the north bounds of Whipple for a distance of +/-990 feet to a point, said point being the southeast corner of Miller (Liber 860, Pg. 56); **THENCE** north along the eastern bounds of Miller (Liber 860, Pg. 56) and the west bounds of Whipple for a distance of +/-1200 feet to the northwesterly corner of Whipple and a corner to Miller (Liber 860, Pg. 56); **THENCE** east along the north bounds of Whipple and the south bounds of Miller (Liber 860, Page 56) for a distance of +/-800 feet to a point, said point being the northeast corner of Whipple, a easterly corner to Miller (Liber 860, Pg. 56) and being in the west bounds of the property conveyed to Allen & Elizabeth Ann Miller as recorded in the Franklin County Clerk's Office in Liber 924, Pg. 152; **THENCE** south along the west bounds of Miller (Liber 924, Pg. 152) and the east bounds of Whipple for a distance of +/-1320 feet to a point in the centerline of the Stuart Road, said point being the southeast corner of Whipple and the southwest corner of Miller (Liber 924, Pg. 152); **THENCE** southwesterly along the centerline of the Stuart Road for a distance of +/-2200 feet to a point in the centerline of the Stuart Road, said point being the southeast corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5349; **THENCE** North 02 degrees 20 minutes 40 seconds West along the east bounds of White for a distance of 15.49 feet to a 5/8" rebar on the easterly top of bank of Allen Brook; **THENCE** northerly along the easterly top of bank of Allen Brook +/- 410 feet to a 5/8" rebar, said rebar marking the northeast corner of White; **THENCE** on the north bounds of White and the southerly bounds of Whipple South 87 degrees 43 minutes 35 seconds West for a distance of 232.86 feet to the point of beginning, said course passing over a 5/8" rebar set 25.19 feet east of the centerline of the East Road.

**Excepting and reserving** from the above parcel of land is a 10.00 acre parcel described as follows:

All that tract or parcel of land situate in Great Lot 55, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:

**Beginning** at a point in the centerline of the East Road, said point beginning located North 08 degrees 30 minutes 40 seconds East for a distance of 491.37 feet from a Magnetic Nail set at the centerline intersection of the East Road and the Stuart Road, said point being the northwest corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5349 and a southwest corner of the property conveyed to Rodney P. Whipple as recorded in the Franklin County Clerk's Office as Instrument No. 2013-2294; **THENCE** along the centerline of the East Road North 08 degrees 30 minutes 40 seconds East for a distance of 633.53 feet to a point in the centerline of the East Road; **THENCE** on a new line through the lands of Whipple (Instr. # 2013-2294) South 64 degrees 40 minutes 55 seconds East for a distance of 960.88 feet to a point in the centerline of the Stuart Road, said course passing over a 5/8" rebar set 25.85 feet east of the centerline of the East Road and a



5/8" rebar set 28.62 feet west of the centerline of the Stuart Road; *THENCE* along the centerline of the Stuart Road the following courses and distances:

1) South 55 degrees 26 minutes 55 seconds West for a distance of 332.06 feet to a point; 2) South 52 degrees 32 minutes 45 seconds West for a distance of 587.61 feet to a point in the centerline of the Stuart Road, said point being the southeasterly corner of Ted J. White; *THENCE* North 02 degrees 20 minutes 40 seconds West along the east bounds of White for a distance of 15.49 feet to a 5/8" rebar set on the easterly top of bank of Allen Brook; *THENCE* northerly along the easterly top of bank of Allen Brook +/- 410 feet to a 5/8" rebar set, said rebar marking the northeast corner of White; *THENCE* on the north bounds of White and the southerly bounds of Whipple South 87 degrees 43 minutes 35 seconds West for a distance of 232.86 feet to the point of beginning, said course passing over a 5/8" rebar set 25.19 feet east of the centerline of the East Road.

CONTAINING 10.00 Acres of land as surveyed by Langdon Land Surveying on June 17, 2013.

Together with and subject to covenants, easements, and restrictions of record, and subject to any rights the public may have within the right-of-way of said roads.

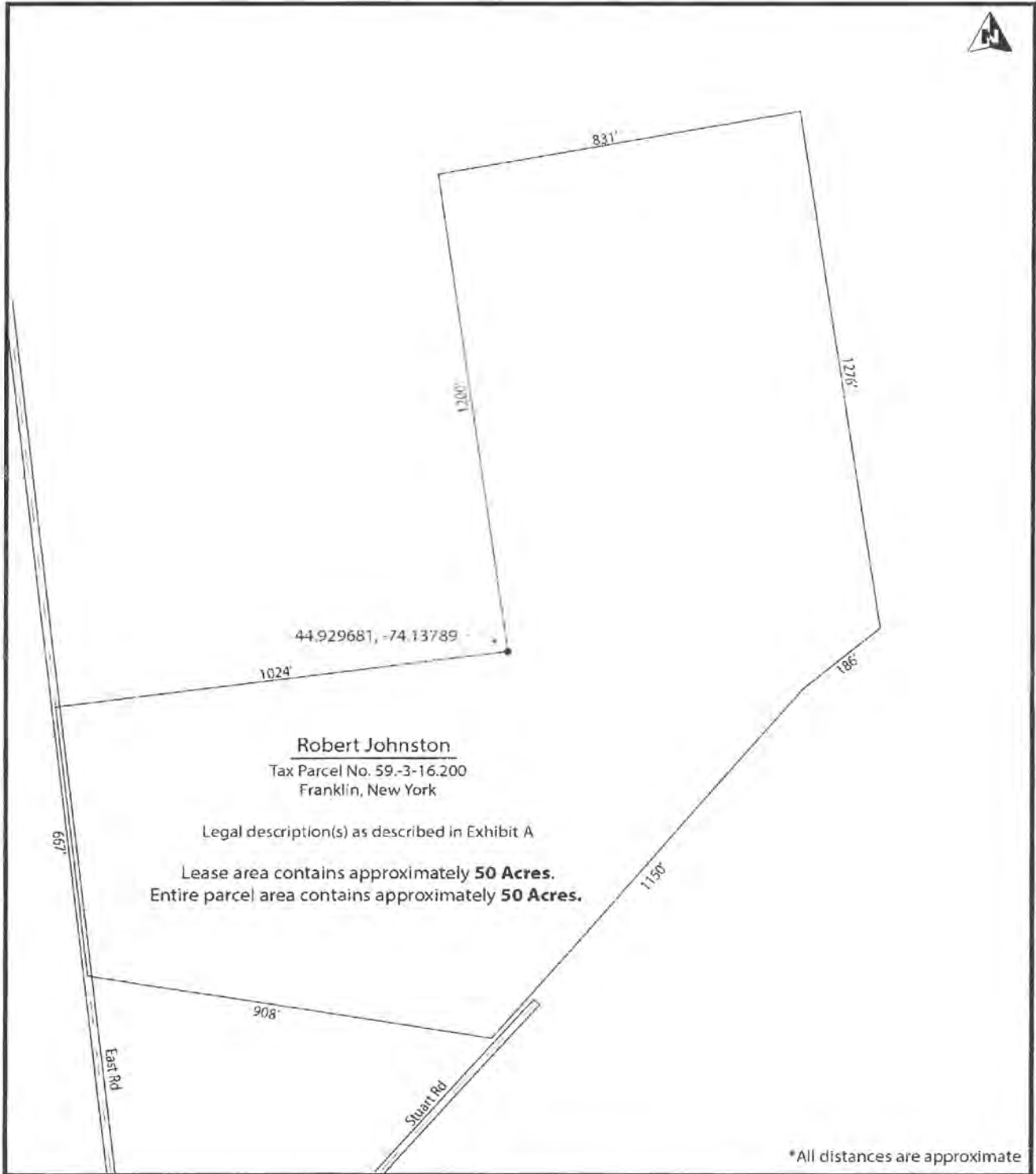
All bearings are based on the Magnetic North 2013.

BEING a portion of the same premises as transferred to Grantor by Dana K. Foote, Jr. by deed dated April 9, 2013 and recorded in the Franklin County Clerk's office on April 26, 2013 at document number 2013-2294.

The parcel contains approximately 50.00 acres more or less.

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-5367  
 Receipt#: 2019257469  
 Clerk: LM  
 Rec Date: 11/18/2019 09:25:52 AM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 11  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC  
 Party1: LABARE CRAIG S  
 LABARE LYNNE M  
 LABARE RYAN D  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
<b>Sub Total:</b>	<b>100.00</b>
Transfer Tax	
Transfer Tax	0.00
<b>Sub Total:</b>	<b>0.00</b>
<b>Total:</b>	<b>100.00</b>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 568	
Transfer Tax	
<b>Total:</b>	<b>0.00</b>

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO ENERGY  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863

Drafted by and return to:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 15 day of April, 2019 by and between Craig S. LaBare and Lynne M. LaBare, husband and wife, whose address is: P.O. Box 1147, Burke, NY 12917; and Ryan D. LaBare, a single person, whose address is: P.O. Box 117, Burke, NY 12917 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated April 15, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 14 day of April, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

445  
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Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated April 15, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSOR SIGNATURE PAGE

Craig S. LaBare  
Craig S. LaBare

X

Ryan D. LaBare  
Ryan D. LaBare

3/29/19

Lynne M. LaBare  
Lynne M. LaBare

STATE OF ~~NEW YORK~~ Florida )  
COUNTY OF Pine Hills ) ss.

On the 29 day of March in the year 2019, before me, the undersigned, personally appeared Craig S. LaBare and Lynne M. LaBare, personally known to me or  
(Insert name of spouse, if any, and marital status) husband & wife

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), 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.



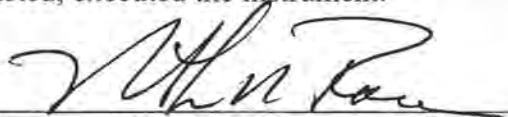
John Zander  
State of Florida  
My Commission Expires 01/04/2023  
Commission No. GG 284810

[Signature]  
Notary Public

STATE OF NEW YORK )  
COUNTY OF Franklin ) ss.

On the 20<sup>th</sup> day of March in the year 2019, before me, the undersigned, personally appeared Ryan D. LaBare a single person, personally known to me or  
*(Insert name of spouse, if any, and marital status)*

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), 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

NATHAN N. RACE  
Notary Public, State of New York  
No. 02RA6100812  
Qualified in Franklin County  
Commission Expires October 27, 2019

**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 60.-1-1

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows: BEING part of Great Lot No. 55, Township No. 7, Old Military Tract, being the third parcel described in a deed dated July 11, 1942, from Hazel D. Wood to Archie Vaincourt and Irene Vaincourt, recorded in Franklin County Clerk's Office, August 11<sup>th</sup>, 1942, in Liber 235 of Deeds at page 325, and described in said Deed as follows: "Also another small piece of lance (sic) on the south side of the road known as the orchard opposite the house and bounded on the east, south and west by land of J.E. Stewart, and containing about one-half acre of land, more or less. "Also all that **OTHER TRACT OR PARCEL OF LAND**, situate in the Town of Chateaugay, County of Franklin and State of New York, being part of Great Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the center of the highway running east and west, at the southwest corner of Bradley Grimshaw's land; running thence westerly along the center of said highway two hundred fifty feet to a stake; thence northerly one hundred fifteen feet to a stake; thence easterly parallel to said highway two hundred fifty feet to a stake in said Bradley Grimshaw's west line; thence southerly along said Grimshaw's west line ninety feet to the place of beginning, containing all the land within said bounds.

Being the same lands and premises deeded Walter F. Brockway and Mary E. Brockway, his wife by Floyd J. Whitney and Emma L. Whitney, his wife, by deed dated October 21, 1954 and recorded in the Franklin County Clerk's office December 7, 1954 in Liber 342 of Deeds at Page 55.

**ALSO ALL THOSE TRACTS AND PARCELS OF LAND** situate in the Town of Chateaugay, County of Franklin and State of New York and being parts of Lot No. 55, Township No. 7, O.M.T. and being the same premises conveyed by Hazel Dow Wood to Archie Vaincourt and Irene Vaincourt, his wife, as Tenants by the entirety, by deed dated July 11, 1942, recorded in Franklin County Clerk's Office on August 11, 1942 in Liber 235 of Deeds at page 325, to which deed and the records thereof reference is hereby made for a more particular description.

**EXCEPTING AND RESERVING THEREFROM** all those tracts or parcels of land conveyed by Archie Vaincourt and Irene Vaincourt to Floyd Whitney and wife in 1946 which said exception contains about one acre of land, more or less.

The premises remaining herein and conveyed by their conveyance consist of about 35 acres of land, more or less.

Being the same premises described in a deed from LaHart to Oaks recorded in Liber 530 of Deeds at Page 648.

Included within the above lands is the following parcel, ie: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being a part of Great Lot No. 55, Township No. 7, Old Military Tract and bounded and described as follows: mmencing at the centerline intersection of the Stuart Road with the Lewis Road, thence southwesterly 1,095 feet along the center of the Stuart Road to the point or place of beginning; thnce North 17 degrees 30 minutes West, 600 feet to a point; thence South 72 degrees 30 minutes West, 250 feet to a point; thence South 17 degrees 30 minutes East, 600 feet to a point; said point being in the center of the Stuart Road; thence North 72 degrees 30 minutes East, 250 feet along the center of the Stuart Road to the point or place of beginning; Containing 3.444 acres of land.

Being a part of the premises conveyed to Thomas P. and Trudy LaHart by Francis E. and Janice M. Roy by a deed dated August 11, 1972 and recorded in Liber 458 of Deeds at Page 899 in the Franklin County Clerk's Office.

Together with and subject to any easements, exceptions, rights, privileges, obligations, covenants and conditions of record.

Being the same premises conveyed by a deed from Archie Vaincourt and Irene Vaincourt of RFD, Chateaugay, New York to John A. Soucia and Beatrice Soucia, his wife, by deed of February 14, 1948 and recorded in the Franklin County Clerk's Office on February 20, 1948 in Liber 273 of Deeds at Page 565.

Being the same premises conveyed to Francis Roy and Janice Roy, his wife, by deed dated April 4<sup>th</sup>, 1969 and recorded in the Franklin County Clerk's Office in Liber 443 of Deeds at Page 440.

The aforesaid 3.444 acre parcel was conveyed by LaHart to Oaks by deed recorded in Liber 530 of Deeds at Page 641.

Excepting and reserving ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, State of New York, being in Great Lot 55, Township 7, Old Military Tract and bounded and described as follows: Commencing at a point in the centerline intersection of Stuart Road and Lewis Road, thence southwesterly along the centerline of said Stuart Road, 1090.60 feet to a point and thence the Point or Place of Beginning, thence South 61 degrees 18 minutes 54 seconds West, 257.00 feet along the centerline of said old road to a point; thence North 10 degrees 03 minutes 06 seconds West, 608.36 feet through the lands of Susan Oakes (Liber 530 Page 651) to an iron rered set, said course passing over an

iron rered set 26.12 feet northerly from said centerline; thence South 88 degrees 16 minutes 36 seconds East, 336.84 feet through the lands of Oakes (Liber 530 Page 651) and Oakes (Liber 530 Page 648) to an iron rered set in a stone wall and fence line in the westerly line of Wilton & Frances Eldridge (Liber 440 Page 42); thence South 00 degrees 37 minutes 18 seconds West, 465.56 feet along a stone wall and fence line in the westerly line of said Eldridge to the point of beginning, said course passing over an iron rered set 28.38 feet northerly from said centerline. Containing 3.500 acres of land as surveyed by Haynes and Smith Associates, Professional Land Surveyors, during July of 1993.

Being a portion of two separate deeds conveyed to Susan Oakes by Thomas P. & Trudy A. LaHart dated June 26, 1987 and recorded in the Franklin County Clerk's Office in Liber 530 of Deeds at Page 648 and Liber 530 of Deeds at Page 651.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, bounded and described as follows: BEING a part of Great Lot No. 55, Township No. 7, Old Military Tract, being the third parcel described in a deed dated July 11, 1942, from Hazel D. Wood to Archie Vaincourt and Irene Vaincourt, recorded in Franklin County Clerk's Office, August 11, 1942, in Liber 235 of Deeds at Page 325, and described in said Deed as follows: "Also another small piece of lance (sic) on the south side of the road known as the orchard opposite the house and bounded on the east, south and west by land of J.E. Stewart, and containing about one-half acre of land, more or less.

Being a portion of the premises conveyed to Susan Oakes by Thomas P. & Trudy A. LaHart by deed dated June 26, 1987 and recorded in the Franklin County Clerk's Office in Liber 530 of Deeds at Page 648.

Further excepting and reserving the usual utility easements and the rights of the public in and to the streets and highways.

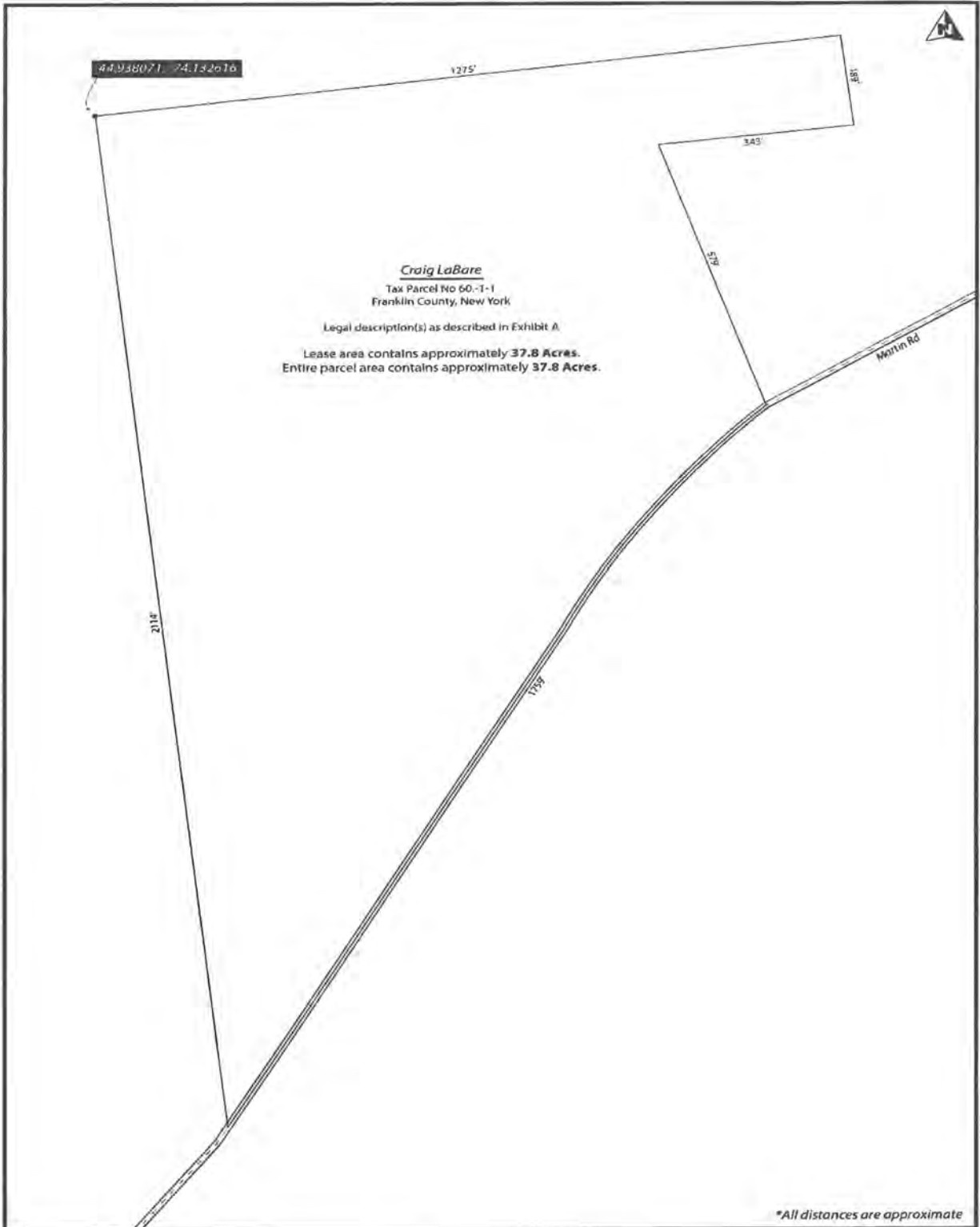
BEING the same premises described in a deed from SusanC. Minnie, also known as Susan Oakes, to Chad J. Taylor and Shann E. Taylor, by Warranty Deed recorded in the Franklin County Clerk's Office on May 28, 2002 in Liber 802 of Deeds at Page 93.

**The parcels contain approximately 37.80 acres more or less.**



**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAWAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-1719

Receipt#: 2019248323  
 Clerk: JR  
 Rec Date: 04/19/2019 01:19:24 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 13  
 Rec'd Frm: GERONIMO ENERGY HOLDING LLC

Party1: LOBDELL L ALAN  
 LOBDELL JESSICA H  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: CHATEAUGAY  
 BURKE

Recording:

Cover Page	5.00
Recording Fee	80.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 110.00

Transfer Tax  
 Transfer Tax 0.00

Sub Total: 0.00

Total: 110.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1185  
 Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO SOLAR ENERGY LLC  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863



Drafted by and return to:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 25 day of March, 2019 by and between L. Alan Lobdell and Jessica H. Lobdell, husband and wife, whose address is: 5425 State Route 11, Burke, NY 12917 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated March 25, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 24 day of March, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended

5  
0  
10

14

Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated March 25, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit

of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

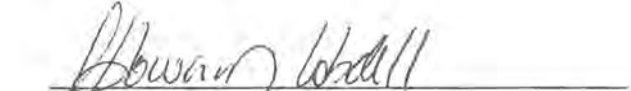
6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSOR SIGNATURE PAGE

  
L. Alan Lobdell

  
Jessica H. Lobdell

STATE OF New York )  
COUNTY OF Franklin ) ss.

On the 6<sup>th</sup> day of March in the year 2019, before me, the undersigned, personally appeared L. Alan Lobdell and Jessica H. Lobdell, husband and wife, 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), 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

NATHAN N. RACE  
Notary Public, State of New York  
No. 02RA6100812  
Qualified in Franklin County  
Commission Expires October 27, 2019

**SCHEDULE A  
TO MEMORANDUM  
DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 59.-3-6.100 and 60.-1-11

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 55, Township No. 7, in the Town of Chateaugay, County of Franklin, State of New York, and bounded and described as follows: BEGINNING in the center of the road running northeasterly by said Atwater's to Hiram Sheldon's; running from thence N. 70 degrees E. along the center of said road from said Sheldon's east line 10 chains, 39 links, to the west line of the Brainard or mill lot; thence south 3 degrees 45 minutes west in said line to Ephraim Smith's north line; thence westerly in said line 6 chains and 66 links to a stake in the northwest corner of E. Smith's land; thence southerly to Luther H. Smith's north line; thence westerly in said L. H. Smith's line 12 chains and 9 links to land now owned by Abram Jillet; thence northerly to the south line of land formerly owned by Lydia Ann Bell; thence easterly in said line 6 chains and 25 links to a stake and stones in the southeast corner of said land; thence northerly in the line of said land and east line of land owned by Lamson Atwater 27 chains and 85 links to the southwest corner of Hiram Sheldon's land; thence in an easterly or northeasterly direction in the south line of said Sheldon's lot 3 chains and 67 links to the southeast corner of said Sheldon's lot; thence in a northwesterly direction in the east line of Sheldon's lot 1 chain and 95 links to the place of beginning, containing 50 acres of land, be the same more or less. EXCEPTING and reserving therefrom the family burying ground two rods square. Being the same premises deeded to Samuel Stuart and others, by deed recorded in Franklin County Clerk's Office on July 9th, 1853, in Vol. 20, page 666.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, State of New York, and being a part of Lot No. 55, Township No. 7, Old Military Tract, bounded as follows: BEGINNING in the center of the highway running nearly east and west through said Lot 55, 125 rods west of the east line of said lot; from thence south parallel to the east line of said lot to land owned and occupied by Samuel Stuart; thence west parallel to the north line of said lot 25 rods; thence north parallel to the east line of said lot to the center of the aforesaid highway; thence easterly in the center of said highway 25 rods to the place of beginning, supposed to contain about 18 acres of land, be the same more or less, within the said boundaries. Being the same premises deeded to Samuel Stuart by deed recorded December 5, 1879, in Liber 62 of Deeds at page 594.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate lying and being in the Town of Chateaugay aforesaid, and being a part of Lot No. 55, and bounded as follows, viz: BEGINNING on the north side of said lot and in the center of the highway running from Brayton Hollow to Thayers Corners, and on the east line of Asenath Mott's farm, and running thence south in said Asenath Mott's east line about 58 rods to the piece of land heretofore deeded to Charlotte E. Paul by Asenath Foss; thence west on said Charlotte E. Paul's north line about 42 1/2 rods to the center of the highway; thence easterly in the center of the highway to the place of beginning, containing all the land within said boundaries, be the same more or less. Being the same premises



deeded to Judson Stuart by Asenath Mott by deed recorded in the Franklin County Clerk's Office September 8, 1884, in Vol. 80 of Deeds at page 69.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay aforesaid, being part of Great Lot No. 55 in Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the south line of land heretofore owned by Asenath Foss at the southwest corner thereof in the center of the highway; running thence east in the south line aforesaid 12 chains and 50 links to the southeast corner of said lands; thence north in the east line thereof two chains and 60 1/2 links; thence westerly parallel with the south line 10 chains and 50 links to the center of the highway; thence southwesterly along the center of the highway to the place of beginning, containing 3 acres of land. Being the same premises deeded to Judson E. Stuart by Charlotte E. Paul by deed recorded in Franklin County Clerk's Office Nov. 1, 1888, in Liber 83 of Deeds at page 376.

EXCEPTING and reserving from the above described several parcels of land certain water rights heretofore deeded by the heirs of Judson E. Stuart.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York and being that part of Great Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the south line of said lot at a point 40 chains east of the southwest corner thereof; running thence north parallel with the west line 40 chains; thence east parallel with the south line of said lot to the late Ephraim Smith's land; thence south parallel with the west line of said lot to the south line of said lot; thence west in said south line to the place of beginning containing 100 acres more or less.

ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of Chateaugay and Burke, County of Franklin, State of New York, and being part of Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the center of the highway running northeast and southwest, at Frank Woods east line on the south side of the road; thence south to his north line on the south side of the road; thence east to Frank Woods east line; thence south to Douglass' north line; thence east in Douglass' line to land owned by Samuel Stuart; thence north in Stuart's line and west to the center of the highway and thence west in the center of the highway to place of beginning.

Recites: Portion of a larger tract set forth at Liber 213, page 229, and being all that portion of said tract lying on the south side of highway containing 21 1/2 acres.

EXCEPTING from the premises hereby conveyed and SUBJECT to any and all electric, telephone and communication easements and RESERVING any portion of the lands conveyed hereby lying within the bounds of any public highway.

EXCEPTING FROM THE ABOVE DESCRIBED LANDS, lands conveyed by Wilton B. Eldridge and Frances I. Eldridge to Ardon Douglas and Sally Ann Douglas by Warranty Deed dated December 6, 1968 and recorded December 6, 1968 in the Office of the Franklin County

Clerk's Office in Liber 442 of Deeds at page 334 which are described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in Lot 55, Township No. 7, Town of Chateaugay, County of Franklin, State of New York and more particularly described as follows: COMMENCING at a point in the center line of the Stuart Road, so-called, which is 219 feet westerly from the intersection of the center lines of the said Stuart Road and the Lewis Road; running thence northerly in a line perpendicular to the center line of said Stuart Road, 48 feet to the point; running thence westerly in a line parallel with the center line of the Stuart Road, 21 feet to a point; running thence southerly in a line parallel with the first course herein, 48 feet to the center line of the Stuart Road; running thence easterly along the center line of said Stuart Road, 21 feet to the point or place of beginning, containing all the lands within said bounds, be the same more or less, it being a small plot of land on which is erected a wellhouse.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in said Great Lot No. 55, Town of Chateaugay, County of Franklin and State of New York, and more particularly bounded and described as follows: COMMENCING at a point in the center line of Stuart Road, so-called, which is 134 feet westerly from the east line of premises of first parties lying southerly of said Stuart Road; running thence westerly along the center line of said Stuart Road, 182 feet to a point; running thence southerly in a line perpendicular to the center line of said Stuart Road, 234 feet to a point; running thence easterly in a line parallel with the center line of said Stuart Road, 167 feet to a point; running thence northeasterly 32 feet to a point which is 219 feet southerly from the point or place of beginning in a line parallel with the second course herein; running thence northerly to the point or place of beginning, containing all the lands within said bounds, be the same more or less, and being lot with a house thereon.

SUBJECT TO a Pole Right of Way from Gardner N. Stuart to Mountain Home Telephone Co. dated October 27, 1916 and recorded November 4, 1916 in the Franklin County Clerk's Office in Liber 156 of Deeds at page 297.

SUBJECT TO a Pole Line Easement from Bradley Grimshaw and Mrs. Bradley Grimshaw to New York State Electric & Gas Corporation dated August 14, 1944 and recorded April 12, 1948 in the Franklin County Clerk's Office in Liber 275 of Deeds at page 449.

SUBJECT TO a Communications Agreement from Norman Roulston to New York Telephone Company dated April 12, 1962 and recorded July 5, 1962 in the Franklin County Clerk's Office in Liber 407 of Deeds at page 131.

SUBJECT TO an easement to New York State Electric & Gas Corporation from Wilton Eldridge and Frances Eldridge dated December 22, 1970 and recorded in the Franklin County Clerk's Office in Liber 451 of Deeds at page 354.

FURTHER EXCEPTING ALL THAT TRACT OR PARCEL OF LAND being part of Lot No. 55, Township No. 7, in the Town of Chateaugay, County of Franklin and State of New York and bounded and described as follows: COMMENCING at a point in the centerline of the Stuart



Road, so-called, said point being the Northeast corner of lands and premises owned by party of the first part, Frances I. Eldridge; thence proceeding in a Southwesterly direction along the centerline of the said Stuart Road a distance of 134 feet to a point, said point being the Northeast corner of the second parcel of land conveyed by Ardon & Sally Ann Douglas to John M. & Linda J. Martin by deed dated March 11, 1985 and recorded in the Franklin County Clerk's Office on March 11, 1985 in Liber 518 of Deeds at page 352; thence proceeding in a Southerly direction along the East boundary of the said Martin property a distance of 219 feet to a point; thence proceeding in a Southwesterly direction a distance of 32 feet to a point on the South boundary of the said Martin property; thence proceeding in a Westerly direction in a line parallel with the centerline of the said Stuart Road a distance of 167 feet to the Southwest corner of the said Martin property; thence proceeding in a Northerly direction along the West boundary of the said Martin property a distance of 234 feet to a point in the center of the said Stuart Road, said point being the Northwest corner of the said Martin property; thence proceeding in a Southwesterly direction along the center of the said Stuart Road a distance of 400 feet, more or less, to lands and premises referred to as the "orchard lot" reputedly owned by Anna Siemenski by a deed recorded in the Franklin County Clerk's Office in Liber 674 of Deeds at page 301; thence proceeding in a Southerly direction along the East bounds of the said "orchard lot" and an extension thereof a distance of 205 feet to a point; thence proceeding in an Easterly direction in a line parallel with the said Stuart Road a distance of 287 feet to a point; thence proceeding in a Southeasterly direction a distance of 300 feet more or less to a point, said point being located 170 feet West of the East boundary of premises owned by party of the first part, Frances I. Eldridge; thence proceeding in an Easterly direction a distance of 170 feet to the East bounds of the said Eldridge property; thence proceeding in a Northerly direction along the East boundary of the said Eldridge property a distance of 735 feet to the point or place of beginning, containing all the lands within said bounds.

**EXCEPTING AND RESERVING ALL THAT TRACT, PIECE OR PARCEL OF LAND,** situate in the Town of Chateaugay, County of Franklin and State of New York and being part of Great Lot 55 and more particularly described as follows:

**BEGINNING** at a point in the southeast corner of a one hundred (100) acre parcel of land known as Parcel 11 in a deed from Production Credit Association of Malone, New York to Wilton B. Eldridge and Frances I. Eldridge, his wife dated and recorded June 13, 1968 in Liber 440 of Deeds at Page 42, said point also being the southwest corner of a parcel of land conveyed to John K. Swanston by deed recorded in the Franklin County Clerk's Office in Liber 642 of Deeds at Page 161 and said point is located in the northern bounds of US Route 11; running thence northerly along the eastern property line of Eldridge aforesaid 525 feet to a point; running thence westerly along a course parallel to the northern boundary of US Route 11, 165 feet to a point; running thence southerly along a course parallel to the eastern boundary of the Eldridge parcel aforesaid 525 feet more or less to a point on the northerly boundary of US Route 11; running thence easterly along the northern bounds of US Route 11, 165 feet more or less to the point and place of beginning containing all the lands within said bounds be the same more or less.

**BEING** part of the premises conveyed to L. Alan Lobdell and Amanda Lobdell, his wife, by

Warranty Deed from Frances I. Eldridge dated December 18, 1998 and recorded January 22, 1999 in Liber 715 of Deeds at Page 266.

The Grantee herein her heirs and assigns shall have the right in common with the grantor their heirs and assigns to take water from a drilled well located on property adjacent to the lands conveyed herein with the right of ingress and egress upon the lands of the grantor for the purpose of maintaining said drilled well and any water works and or pipeline connected thereto. The grantor their heirs and assigns and the grantee her heirs and assigns shall be responsible for the maintenance of that portion of the pipeline and water works to their respective properties and shall share equally the cost of maintenance and repair of any portion of the well, waterworks, and pipeline jointly used. This right shall run with the land.

BEING a portion of the premises described in a deed from Frances I. Eldridge, individually and as surviving tenant by the entirety with Wilton B. Eldridge, deceased, to L. Alan Lobdell and Amanda Lobdell, his wife, by Warranty Deed recorded in the Franklin County Clerk's Office on January 22, 1999 in Liber 715 of Deeds at Page 266.

(Former Kominers property)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Burke, Franklin County, New York, and being all that part of the George E. Witherell farm in said Town, situate on the north side of the State Highway running from Malone to Chateaugay, and bounded on the south by said Highway; on the east by the farm of Millard Douglas; on the north by the Highway running from the School House at Thayers Corners to Brayton Hollow; and on the west by the premises of T.O. Young and Charles Gray. Being all that part of the George E. Witherell farm in said Town situate on the north side of the Highway (being Highway No. 11).

EXCEPTING AND RESERVING, all that part of the following described premises included in the premises hereinbefore described: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin and State of New York, bounded and described as follows: BEGINNING at the southeast corner of the parcel of land formerly owned by Leon Cowan and James White which parcel was this dated deeded to Russell R. Dechambeau, said point of beginning being the southeast corner of said parcel after excepting out therefrom the parcel deeded to Howard Hunter by said Ernest Nephew and Daniel Moore which deed is recorded in the Franklin County Clerk's Office in Liber 346 of Deeds at Page 519 running thence easterly along highway #11, sixty-one feet; thence northerly parallel to the east line of said parcel above referred to about twenty feet; thence northwesterly about sixty-seven feet to the northeast corner of the remainder of said parcel deeded this day to the said Russell Dechambeau; thence south along the east line of said parcel so deeded to Russell Dechambeau about fifty feet and nine inches to the southeast corner thereof, the place of beginning, and highway #11, aforesaid.

ALSO EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin, State of New York, and more particularly described as follows: BEGINNING at a point which is 12 rods 8 feet east to the southwest corner of lands

owned by Howard Hunter, (formerly) said point being on New York State Route #11; thence from said point northerly 8 rods; thence east 15 rods; thence south 8 rods to the highway thence back to the place of beginning along said highway.

EXCEPTING AND RESERVING, AND SUBJECT TO only the following easements, licenses and restrictions of record: 1) a right of way granted by Howard J. Hunter to Northern New York Telephone Company by instrument recorded December 6, 1929, in Liber 200 at page 416; 2) a right of way granted by Donald and Warren Hunter to New York Telephone Company by instrument recorded December 14, 1968, in Liber 438 of Deeds at Page 390; 3) an easement granted by Donald Hunter and Warren Hunter to New York State Electric and Gas Corporation by instrument recorded December 5, 1967, in Liber 438 of Deeds at Page 410; 4) lands and a drainage easement appropriated by the State of New York by Notice of Appropriation recorded May 13, 1968, in Liber 439 of Deeds at Page 826.

Being the same premises conveyed to Charles and Alice Paige by Vedora B. Hunter (Maloney) by deed dated August 6, 1976 recorded in the Franklin County Clerk's Office on August 6, 1976 in Liber 478 of Deeds at page 371.

Being the same premises conveyed to William Kominers and Abbot Kominers by Charles F. Paige and Alice Paige by deed dated June 12, 1979 recorded in the Franklin County Clerk's Office on June 19, 1979 in Liber 492 of Deeds at Page 1189.

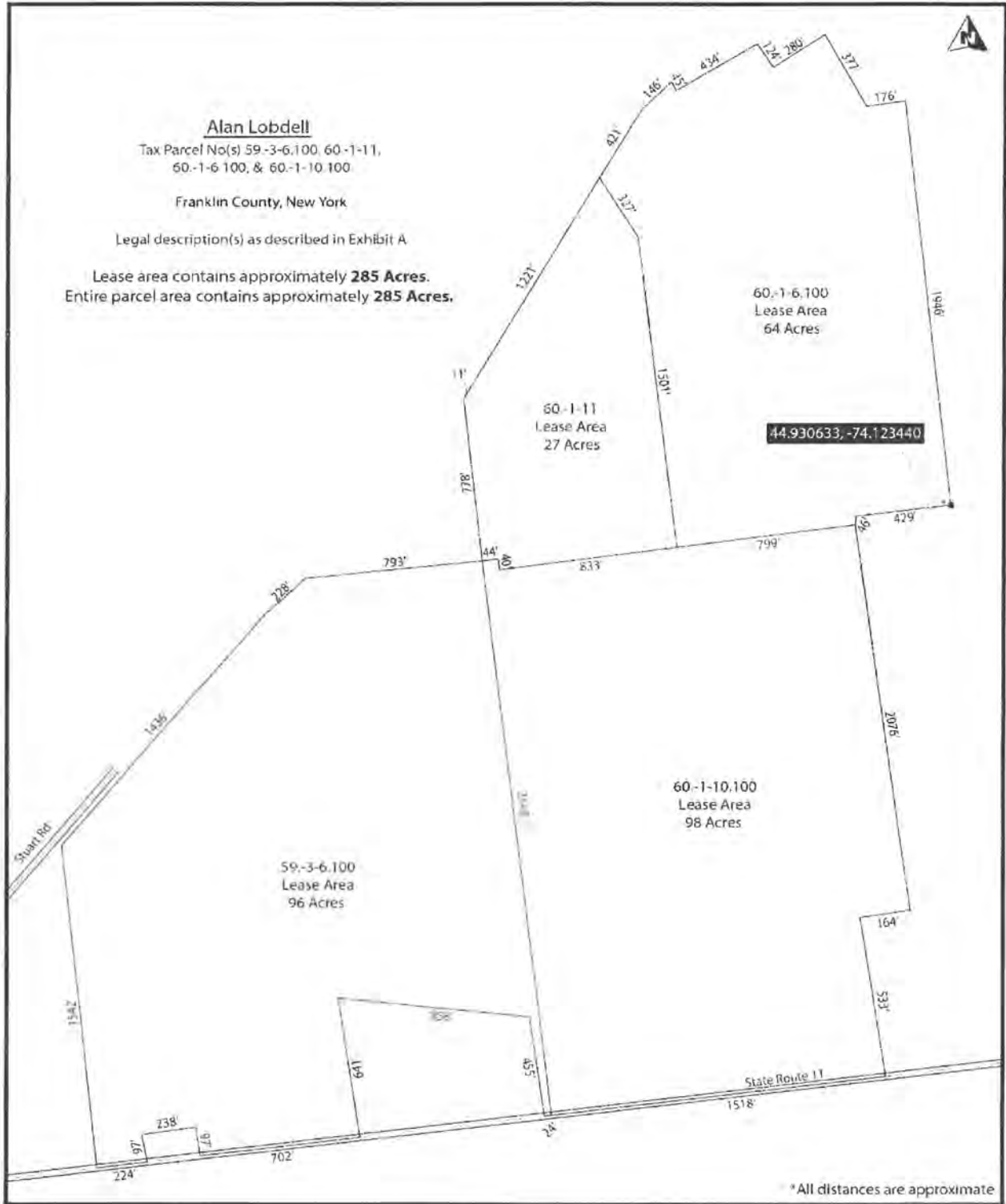
EXCEPTING AND RESERVING THE, AND SUBJECT TO the rights of the public in and to the streets, highways and the usual utility easements.

BEING the same premises described in a deed from William Kominers and Abbott Kominers to L. Alan Lobdell and Amanda Lobdell by Warranty Deed recorded in the Franklin County Clerk's Office on December 4, 2001 in Liber 790 of Deeds at Page 47.

The parcels contain approximately 291.80 acres more or less.

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-4331  
 Receipt#: 2019254811  
 Clerk: LM  
 Rec Date: 09/17/2019 09:44:12 AM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 28  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: O'CONNOR SHERIDAN H  
 O'CONNOR ERIN  
 OCONNOR SHERIDAN H  
 OCONNOR ERIN  
 O'CONNOR SEDRICK J  
 O'CONNOR KIMBERLY  
 OCONNOR SEDRICK J  
 OCONNOR KIMBERLY  
 O'CONNOR JENNIFER A E  
 OCONNOR JENNIFER A E  
 O'CONNOR CAROLINE M  
 OCONNOR CAROLINE M  
 O'CONNOR SACHA  
 OCONNOR SACHA  
 O'CONNOR BRITNEY E AKA  
 SMITH BRITNEY E AKA  
 SMITH BENJAMIN  
 O'CONNOR WARREN R  
 O'CONNOR EMILY  
 ...  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: BURKE  
 CHATEAUGAY

Recording:  
 Cover Page 5.00  
 Recording Fee 155.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00

Sub Total: 185.00

Transfer Tax 0.00  
 Transfer Tax

Sub Total: 0.00

Total: 185.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 261  
 Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO ENERGY  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863

Drafted by and return to:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 2 day of August, 2019 by and between Sheridan H. O’Connor and Erin O’Connor, husband and wife, whose address is: 103 Great House Court, Morrisville, NC 27560; Sedrick J. O’Connor and Kimberly O’Connor, husband and wife, whose address is: 1037 Dutcher Drive, Fishkill, NY 12524; Jennifer A.E. O’Connor, a single person, whose address is: 95 Lakeside Ave, Burlington, VT 05401; Caroline M. O’Connor, a single person, whose address is: 269 Pearl Street, Apartment #2, Burlington, VT 05401; Sacha O’Connor, a single person, whose address is: 101 North Cove Road, Burlington, VT 05401; Britney E. O’Connor a/k/a Britney E. Smith and Benjamin Smith, wife and husband, whose address is: 2824 West North A Street, Tampa, FL 33609; Warren R. O’Connor and Emily O’Connor, husband and wife, whose address is: 14 Whitney Road, Saratoga Springs, NY 12866; Savanna G. O’Connor, a single person, whose address is: 148 B Main Street, Winooski, VT 05404; and Robert O’Connor and Elaine O’Connor, husband and wife, whose address is: 5806 State Route 11, Chateaugay, NY 12920 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated August 2, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

August 2



C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 1 day of August, 2024 (the "**Development Period**"). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences ("**Construction Date**"); or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Construction Period ("**Construction Period Notice Date**"). The Construction Period of the Lease Agreement ("**Construction Period**") is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation ("**Commercial Operation Date**"); or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term of the Lease Agreement ("**Extended Term**") is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated August 2, 2019 (the "**Effective Date**") to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any

other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

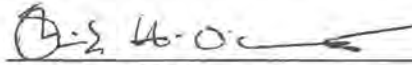
6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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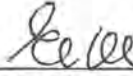




**LESSOR SIGNATURE PAGE**



Sheridan H. O'Connor



Erin O'Connor

~~Sedrick J. O'Connor~~

~~Kimberly O'Connor~~

~~Jennifer A.E. O'Connor~~

~~Caroline M. O'Connor~~

~~Sacha O'Connor~~

~~Britney E. O'Connor a/k/a Britney E. Smith~~

~~Benjamin Smith~~

~~Warren R. O'Connor~~

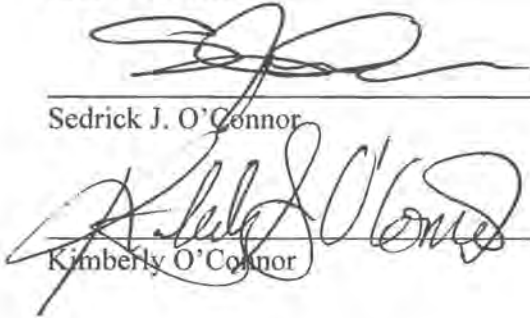
~~Emily O'Connor~~

**LESSOR SIGNATURE PAGE**

~~Sheridan H. O'Connor~~

Erin O'Connor

Sedrick J. O'Connor

  
Kimberly O'Connor

~~Jennifer A.E. O'Connor~~

~~Caroline M. O'Connor~~

~~Sacha O'Connor~~

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~~Benjamin Smith~~

~~Warren R. O'Connor~~

Emily O'Connor

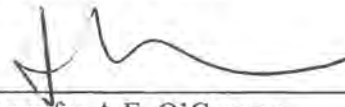
**LESSOR SIGNATURE PAGE**

~~Sheridan H. O'Connor~~

~~Erin O'Connor~~

~~Sedrick J. O'Connor~~

Kimberly O'Connor



Jennifer A.E. O'Connor

~~Caroline M. O'Connor~~

~~Sacha O'Connor~~

~~Britney E. O'Connor a/k/a Britney E. Smith~~

~~Benjamin Smith~~

~~Warren R. O'Connor~~

~~Emily O'Connor~~

**LESSOR SIGNATURE PAGE**

~~Sheridan H. O'Connor~~

~~Erin O'Connor~~

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Jennifer A.E. O'Connor

  
Caroline M. O'Connor

~~Sasha O'Connor~~

~~Britney E. O'Connor a/k/a Britney E. Smith~~

~~Benjamin Smith~~

~~Warren R. O'Connor~~

~~Emily O'Connor~~

**LESSOR SIGNATURE PAGE**

~~Sheridan H. O'Connor~~

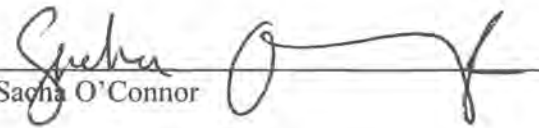
~~Erin O'Connor~~

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~~Jennifer A.E. O'Connor~~

~~Caroline M. O'Connor~~

  
Sacha O'Connor

~~Britney E. O'Connor a/k/a Britney E. Smith~~

~~Benjamin Smith~~

~~Warren R. O'Connor~~

~~Emily O'Connor~~

LESSOR SIGNATURE PAGE

~~Sheldan H. O'Connor~~

~~Erin O'Connor~~

~~Sedrick J. O'Connor~~

~~Kimberly O'Connor~~

~~Jennifer A.E. O'Connor~~

~~Caroline M. O'Connor~~

Sacha O'Connor

*Britney E. O'Connor aka Britney E. Smith*  
Britney E. O'Connor a/k/a Britney E. Smith

*[Signature]*  
Benjamin Smith

~~Warren R. O'Connor~~

~~Emily O'Connor~~

**LESSOR SIGNATURE PAGE**

~~Sheridan H. O'Connor~~

~~Erin O'Connor~~

~~Sedrick J. O'Connor~~

~~Kimberly O'Connor~~


~~Jennifer A.E. O'Connor~~

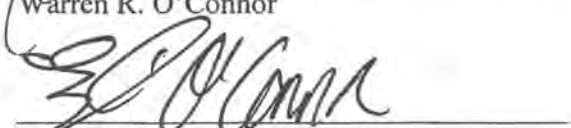
~~Caroline M. O'Connor~~

~~Sacha O'Connor~~

~~Britney E. O'Connor a/k/a Britney E. Smith~~

~~Benjamin Smith~~

  
~~Warren R. O'Connor~~

  
~~Emily O'Connor~~





X  
\_\_\_\_\_  
Savanna G. O'Connor

*Robert O'Connor*  
\_\_\_\_\_  
Robert O'Connor

*Elaine O'Connor*  
\_\_\_\_\_  
Elaine O'Connor

STATE OF NORTH CAROLINA )

COUNTY OF \_\_\_\_\_ )

) ss.  
)  
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Sheridan H. O'Connor and Erin O'Connor, husband and wife, 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), 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

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ )

) ss.  
)  
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Sedrick J. O'Connor and Kimberly O'Connor, husband and wife, 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), 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

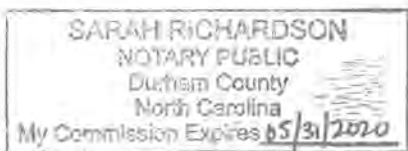
~~\_\_\_\_\_~~  
Savanna G. O'Connor

~~\_\_\_\_\_~~  
Robert O'Connor

~~\_\_\_\_\_~~  
Elaine O'Connor

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF WAKE )

On the 1<sup>st</sup> day of July in the year 2019, before me, the undersigned, personally appeared Sheridan H. O'Connor and Erin O'Connor, husband and wife, 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), 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.



*Sarah Richardson*  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Sedrick J. O'Connor and Kimberly O'Connor, husband and wife, 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), 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

\_\_\_\_\_  
Savanna G. O'Connor

\_\_\_\_\_  
Robert O'Connor

\_\_\_\_\_  
Elaine O'Connor

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Sheridan H. O'Connor and Erin O'Connor, husband and wife, 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), 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

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Dutchess )

On the 20<sup>th</sup> day of June in the year 2019, before me, the undersigned, personally appeared Sedrick J. O'Connor and Kimberly O'Connor, husband and wife, 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), 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

**JESSICA TULLO**  
Notary Public, State of New York  
Reg. #01TU6288525  
Qualified in Dutchess County  
Commission Expires 07/29/2021

STATE OF VERMONT )  
 ) ss.  
COUNTY OF Chittenden )

On the 13<sup>th</sup> day of June in the year 2019, before me, the undersigned, personally appeared Jennifer A.E. O'Connor, a single person, 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), 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.



Megan Thomas  
Notary Public

STATE OF VERMONT )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Caroline M. O'Connor, a single person, 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), 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

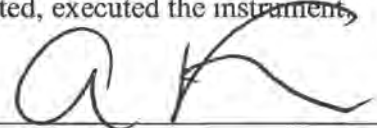
STATE OF VERMONT )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

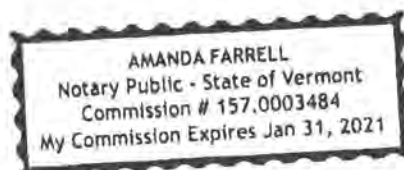
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Jennifer A.E. O'Connor, a single person, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), 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

STATE OF VERMONT )  
 ) ss.  
COUNTY OF Chittenden )

On the 24 day of June in the year 2019, before me, the undersigned, personally appeared Caroline M. O'Connor, a single person, 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), 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





STATE OF VERMONT )  
 ) ss.  
COUNTY OF Chittenden )

On the 24 day of July in the year 2019, before me, the undersigned, personally appeared Sacha O'Connor, a single person, 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), 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.

Hastler Speis  
Notary Public



STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Britney E. O'Connor a/k/a Britney E. Smith and Benjamin Smith, wife and husband, 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), 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

STATE OF VERMONT )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Sacha O'Connor, a single person, 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), 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

STATE OF ~~FLORIDA~~ <sup>Maryland</sup> )  
 ) ss.  
COUNTY OF ~~\_\_\_\_\_~~ <sup>Howard</sup> )

On the 25 day of July in the year 2019, before me, the undersigned, personally appeared Britney E. O'Connor a/k/a Britney E. Smith and Benjamin Smith, wife and husband, 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), 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

**TRACY AGUNDEZ**  
Notary Public  
Anne Arundel County  
Maryland  
My Commission Expires Oct. 15, 2022



STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Saratoga )

On the 23 day of May in the year 2019, before me, the undersigned, personally appeared Warren R. O'Connor and Emily O'Connor, husband and wife, 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), 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.

**AMANDA ENGELS**  
Notary Public, State of New York  
Registration No. 01EN6390007  
Qualified in Delaware County  
Commission Expires April 8, 2023

Amanda Engels  
Notary Public

STATE OF VERMONT )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Savanna G. O'Connor, a single person, 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), 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

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, personally appeared Warren R. O'Connor and Emily O'Connor, husband and wife, 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), 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

STATE OF VERMONT )  
 ) ss.  
COUNTY OF Chittenden )


On the 25<sup>th</sup> day of July in the year 2019, before me, the undersigned, personally appeared Savanna G. O'Connor, a single person, 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), 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.



[Signature]  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 3<sup>rd</sup> day of June in the year 2019, before me, the undersigned, personally appeared Robert O'Connor and Elaine O'Connor, husband and wife, 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), 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

*Boyea*  
SHERRY LANGDON  
Notary Public, State of New York  
Reg. No. 0106145028  
Qualified in Franklin County  
Commission Expires May 1, 2022

**SCHEDULE A  
TO MEMORANDUM  
DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 59.-4-12; 60.-3-2

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, being part of Great Lot No. 46, Township Number Seven, Old Military Tract, and bounded and described as follows: BEGINNING in the north line of said Lot at a point 42 chains east from the northwest corner of said Lot and running from thence south 33 chains and 32 links; thence east 22 ½ chains; thence north to the north line of said Great Lot; and thence west in said Lot Line, 22 ½ chains to the place of beginning.

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND adjoining the above and being a part of said Lot No. 46, and bounded and described as follows: BEGINNING at the northeast corner of the above described parcel and running thence south parallel with the west line of said Lot, 133 rods and 8 links; thence east 45 rods and 15 links; thence north 133 rods and 8 links; thence west 45 rods and 15 links to the place of beginning, containing in both the above described pieces about 113 acres of land.

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, being part of said Great Lot 46, and bounded and described as follows: BEGINNING at the east line of a part of said Lot No. 46, formerly owned by Warren Botsford, and later owned by James Cook and in the north line of the Railroad; and running thence easterly in the north line of the Railroad to the west line of a part of a part of said Lot Number 46 formerly owned by Obe Obed Rust Jr.; now all formerly owned and controlled by Philip Wilbur, and running thence north in Wilbur's west line to the south line of land formerly owned by John Day, about 17 rods; thence west along said Day's south line 64 rods to the northeast corner of said James Cook's land; thence south in said Cook's east line to the place of beginning, containing 11 & 96/100 acres of land, more or less.

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND in the said Town of Chateaugay, and being a portion of said Lot Number 46, commencing in the north line or side of the Rutland R. R. Company land at the west line of the land formerly owned by Philip Wilbur, later by Sophronia Wilbur, running thence north to land owned by John C. Barnes; thence east along said Wilbur's north line to the east line of said Wilbur's land; thence easterly to the said Rutland Railroad Company's north line; thence southwest along the north line of said R. R. Co's line to the east line of said Wilbur's line; thence westerly along the north line of said R. R. Co's line to the place of beginning, containing all the land within said bounds. EXCEPTING that portion released, quitclaimed and conveyed by Alvin C. Dake Feb. 21, 1894 described as follows:

"That said piece of land situate in the Town of Chateaugay, Franklin County, New York, being a part of Lot Number 46, Township No. 7, O.M.T., beginning at the east line of lands formerly owned by George Witherall, and running thence south in said line. 133 rods and 8 links; thence east in James Cook's north line 28 rods, 14 feet and 6 inches; thence north parallel with the west line 133 rods and 8 links; thence west 28 rods; 14 feet and 6 inches to the place of beginning, containing all the lands within said bounds, be the same more or less."

ALSO EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot Number 46 of Township Seven, O.M.T., and bounded and described as follows: Beginning in the north line of said Great Lot Number 46 at a point 676 feet west of the northeast corner of premises deeded to Marian Barnes by Deed dated August 4, 1960 and recorded in Franklin County Clerk's Office in Liber 393 of Deeds, Page 362; running thence in a general westerly direction along said north line of Lot 46, 230 feet to a point; thence in a general southerly direction at right angles to said north line of Lot No. 46, 300 feet to a point; thence in a general easterly direction parallel to the said north line of Lot Number 46, 230 feet to a point; thence in a general northerly direction 300 feet to the place of beginning, containing all the lands within said bounds. Being part of the premises deeded to Marian Barnes by Deed dated August 4, 1960 and recorded in Franklin County Clerk's Office in Liber 393 of Deeds, Page 362.

BEING the same premises deeded to Warren Hunter and Vedora Hunter, his wife, by deed dated September 27, 1971 and recorded in the Franklin County Clerk's Office in Liber 453 of Deeds at Page 1149.

BEING the same premises deed to Robert O'Connor and Elaine O'Connor, his wife, by deed dated October 15, 1976 and recorded in the Franklin County Clerk's Office in Liber 479 of Deeds at Page 599.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate, lying and being in the Town of Chateaugay, County of Franklin and State of New York, and more particularly described as follows: Being a strip of land, formerly right-of-way for railroad purposes of the Rutland Railway Corporation, now the Rutland Corporation, extending from the Burke-Chateaugay Town Line east to the west line of a section of right-of-way conveyed by the party of the first part to Walter Bilow and wife by deed dated July 14, 1967 and part of the right-of-way conveyed by the Rutland Corporation to the party of the first part by Deed dated June 23, 1967.

BEING the same premises conveyed to Warren Hunter and Vedora Hunter, his wife, by Gerald Bova by Deed dated July 14, 1967 and recorded in the Franklin County Clerk's Office August 26, 1974 in Liber 469 of Deeds at Page 592.



ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin and State of New York, being part of Great Lot No. 87, Township No. 7, Old Military Tract and bounded as follows, to wit: BEGINNING in the south line of a piece of land heretofore deeded by Mary Brigham to Stanley W. Rust and known and designated as Lot 17 of an allotment made by T. T. S. Beman, Surveyor of said Lot No. 87 at a point eighty rods west from the southeast corner of a piece of land so deeded as aforesaid and running thence west in said south line to the southwest corner of said piece so deeded; thence north in the west line thereof to the northwest corner thereof and to the south line of land formerly owned by Chloe Case; thence easterly in said Cases south line to a point 80 rods west from the northeast corner of the said piece of land so deeded by the said Stanley W. Rust; thence south to the place of beginning, containing about 25 acres of land, more or less. EXCEPTING AND RESERVING one-half of the above described premises which was sold to Nomi Scott.

BEING the same premises conveyed to Vedora Hunter by Vedora Hunter as Executrix of the Last Will and Testament of Warren Hunter by Deed dated September 18, 1974 and recorded in the Franklin County Clerk's Office September 23, 1974 in Liber 469 of Deeds at Page 1131.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, Franklin County, New York, described as follows: In Great Lot Number 46 and bounded on the north by the State highway, on the east by premises of Kenneth Barnes, on the south by the premises of Clark Cook Estate, on the west by the premises of Gilletts and supposed to contain fifty acres of land. A small part of this land may be situate in the Town of Chateaugay, State of New York in Great Lot Number 46.

And being the same premises conveyed by the People's Trust Company of Malone, New York and Myron M. Badger, as Executors of the Last Will and Testament of Fred R. Badger, deceased, which Deed bears date of March 31<sup>st</sup>, 1943 and recorded in the Franklin County Clerk's Office on the 31<sup>st</sup> day of March, 1943 in Liber 237 of Deeds at page 161.

BEING the same premises conveyed to Warren Hunter and Vedora Hunter, his wife, by Donald Hunter and Warren Hunter by Deed dated October 14, 1944 and recorded in the Franklin County Clerk's Office October 17, 1944 in Liber 243 of Deeds at Page 376.

This Deed is made to take the place of a Deed previously made but lost prior to recordation.

BEING the same premises conveyed to Robert O'Connor and Elaine O'Connor, his wife, by Vedora Hunter by Deed dated November 10, 1992 and recorded in the Franklin County Clerk's Office in Liber 584 of Deeds at Page 007.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin and State of New York, and known and distinguished as part of Lot No. 87, in the general division of Township No. 7 of the Old Military Tract, and bounded as follows: viz: Beginning in the center of the highway running east and west through said Lot at the corner where it meets the road running north and south from Jameson's line, so called, and running from thence east in the center of the highway to land formerly owned by Timothy Tryon; thence north in said Tryon's west line and parallel to the west line to land formerly owned by Seleh Wright; thence west in said Seleh Wright's south line to the center of the highway running north and south from Jameson's line, so called; and thence south in the center of said highway to said corner or place of beginning, containing all the lands within said bounds, and is ninety seven acres, more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Burke, County of Franklin and State of New York, being a part of Lot No. 88 and bounded and described as follows: Commencing in the highway leading south from Canada or Jameson's line; so called, at the southeast corner of land formerly owned by J. R. Darling and running thence south in said highway seventeen chains and fifty links; thence west twenty chains; thence north seventeen chains and fifty links; thence east in J. R. Darling's south line twenty chains to the place of beginning, containing all the land within said bounds be the same more or less. Being the same premises described in a deed dated April 20, 1930 by Thomas J. Fitzpatrick, Referee, to Dorothy Vaughn, recorded in Franklin County Clerk's Office November 13, 1930 in Book No. 203 of Deeds at Page 264.

BEING the premises deeded by Warren Hunter, Donald Hunter, Elizabeth Hunter, Ross Hunter, Helen Holcombe and Dorothy English, heirs at law and distributees of Mary V. Hunter to Warren Hunter, Donald Hunter and Elizabeth Hunter by deed dated May 18, 1968 and recorded in Liber 439 of Deeds at Page 1182. Intending to convey the grantor's one-half, undivided interest in the above property.

BEING the same properties conveyed to Ross Hunter by Elizabeth Hunter by deed dated April 18, 1973 and recorded in Franklin County Clerk's Office on May 2, 1973 in Liber 462 of Deeds at Page 487.

BEING the same premises conveyed to Robert O'Connor and Elaine O'Connor, his wife, by Kathleen Hunter, David Hunter and Susan Johnston by Deed dated June 22, 1994 and recorded in the Franklin County Clerk's Office in Liber 634 of Deeds at Page 175.

EXCEPTING AND RESERVING to the parties of the first part, a life use in and to said above described property.

**The parcels contain approximately 161.20 acres more or less.**

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**







FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-5045  
 Receipt#: 2019256555  
 Clerk: SM  
 Rec Date: 10/25/2019 03:33:15 PM  
 Doc Grp: RP  
 Descrip: EASEMENT  
 Num Pgs: 14  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: SWANSTON JOHN G  
 SWANSTON SHIRLEY P  
 SWANSTON JOHN K  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: CHATEAUGAY

Recording:  
 Cover Page 5.00  
 Recording Fee 85.00  
 Cultural Ed 14.25  
 Records Management – Coun 1.00  
 Records Management – Stat 4.75  
 TP584 5.00

Sub Total: 115.00

Transfer Tax  
 Transfer Tax 0.00

Sub Total: 0.00

Total: 115.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 484  
 Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO ENERGY  
 7650 EDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863

THIS DOCUMENT DRAFTED BY  
AND UPON RECORDING RETURN TO:  
GERONIMO SOLAR ENERGY, LLC  
C/O GERONIMO ENERGY, LLC  
7650 EDINBOROUGH WAY, SUITE 725  
EDINA, MN 55435  
952-988-9000

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

**TRANSMISSION EASEMENT AGREEMENT**  
*Underground Transmission Lines*

This Transmission Easement Agreement ("**Agreement**") dated as of October 7, 2019 (the "**Effective Date**"), is entered into by and between John G. Swanston and Shirley P. Swanston, husband and wife, whose address is: 5954 State Route 11, Chateaugay, NY 12920; and John K. Swanston a single person, whose address is: 5954 (Insert name of spouse, if any, and marital status) State Route 11, Chateaugay, NY 12920 (collectively, "**Owner**"); and Geronimo Solar Energy, LLC, a Minnesota limited liability company (together with its successors and assigns, "**Developer**"), whose address is: 7650 Edinborough Way, Suite 725, Edina, Minnesota 55435.

**RECITALS**

A. Owner owns the real property located in Franklin County, State of New York, more particularly described on Exhibit A attached hereto (the "**Property**").

B. Developer is developing energy generation facilities (the "**Solar Facilities**") on properties located in the vicinity of the Property (the "**Project**").

C. Developer desires to obtain (i) a non-exclusive easement for purposes of installing underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of electricity across certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing, repairing and maintaining such lines and facilities.

D. Owner is willing to grant such easements on the terms and conditions set forth in this Agreement.

**AGREEMENT**

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NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Developer agree as follows:

**1. Grant and Description of Easements.**

**1.1 Grant of Easement for Transmission Facilities.** Owner hereby grants and conveys to Developer a non-exclusive easement (the “**Transmission Easement**”) on, in, along, over, across and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “**Easement Areas**”), for the purposes of surveying, conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings), erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing underground electrical transmission and related communications lines and cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of electrical energy (collectively, “**Transmission Facilities**”), together with the Appurtenant Rights referenced below. The rights granted herein by Owner do not include the right to construct substation facilities upon the Easement Areas, and do not include the right to construct any other permanent building or structure of any nature whatsoever.

**1.2 Construction Easement and Other Appurtenant Rights.** In addition to the foregoing, Developer is hereby granted, and shall have, the following related rights necessary or convenient for Developer’s use of the Transmission Easement (the “**Appurtenant Rights**”):

(a) the right of reasonable ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property for the purpose of constructing, repairing, maintaining or removing the Transmission Facilities;

(b) the right to enter the Property for the purpose of surveying and conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings) in connection with such Transmission Facilities;

(c) the right to permit the installation, placement or attachment to the Transmission Facilities within the Easement Areas;

(d) the right to clear and to keep clear the Easement Areas free from any buildings, fencing (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder [in the event the Developer intends to temporarily remove such fencing to exercise its rights hereunder, it will give Owner notice of such intention a least 72 hours before temporarily removing such fencing]), equipment, brush, combustible material and any and all other new structures, and obstructions of any kind, and the right to trim or remove brush, trees or other hazards on the Property which, in the reasonable opinion of Developer, may interfere with Developer’s exercise of its rights hereunder;

(e) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the “**Temporary Construction Laydown Area**” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; Developer shall return the Property to as close to the original condition of the Property as of the Effective Date, as is practically reasonable and financially feasible; and

(f) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

**1.3 Term of Easement.** The term of this Agreement (the “**Term**”) will end on forty-seven (47) years from the date on Easement Value Payment No. 1 is made in accordance with Schedule C hereto, unless terminated pursuant to Section 3 below. Notwithstanding the foregoing, the easement shall be terminated if Developer has not commenced construction of the Transmission Facilities within the Easement Areas within five (5) years of the Effective Date hereof.

## **2. Payments for Transmission Easement.**

**2.1 Compensation.** As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Developer agrees to make payments to Owner as described in Exhibit C. The parties acknowledge and agree that Exhibit C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit C prior to recording is intentional and does not in any way affect the validity of this Agreement. Owner acknowledges and agrees that it shall not be permitted to sever the payments under the Agreement, and shall not be permitted to assign payments due to Owner under the Agreement to a third party without the consent of Developer. Upon the transfer of an interest in the Property to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

**2.2 Crop Damages.** The parties anticipate and acknowledge that Owner or Owner’s renters may suffer damage to crops, soil compaction, tile, fences, and other property or improvements on the Property during Developer’s construction, installation, maintenance and removal of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Developer will compensate and reimburse Owner and Owner’s renters for any and all damage to crops, soil compaction, tile, fences, and other property or improvements on the Property, which occurs at any time during Developer’s construction, installation, maintenance and removal of Transmission Facilities on the Property. This includes damage incurred by reason of the inability of Owner or Owner’s renters to plant crops during the typical planting season. Any such damage will be paid to Owner or Owner’s renters at the fair market value of the damage incurred. With regard to crop damage, and damage due to the inability to plant crops during the planting season, compensation for such crop damage shall be 100% of Fair Market Value in the year of such compaction (the “**Crop Damage Payment**”). The “**Fair Market Value**” shall be the fair market value for the amount of crop actually destroyed or damaged on the date of such damage or destruction, and shall be calculated using conventional



methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the nearest grain terminal. In addition to the foregoing, Developer will compensate Owner or Owner's renters for any crop damage.

**2.3 Drain Tile.** Developer will take all commercially reasonable steps to avoid damaging any tile lines on the Property that may affect the operation of tile lines draining from adjacent property to a drainage outlet on the property or through the property. Within Thirty (30) days of determining any damage to tile lines, Developer agrees to repair and/or replace underground tile lines on the Property damaged during the construction or operation of the Project. Developer shall retain a qualified local third-party tile repair contractor to undertake all tile repair work. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement or rerouting of tile prior to being covered with topsoil.

### **3. Termination; Default.**

**3.1 Termination by Developer.** Developer, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Owner in recordable form.

**3.2 Termination by Owner for Default by Developer.** Owner, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Developer fails to pay any monetary amounts owing hereunder when due or if the Easement Value Payment is not paid to Owner for any reason by October 6, 2024 or (b) (i) Owner notifies Developer, its successors, assigns and Mortgagees (as defined below) of a default under this Agreement in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (ii) Developer, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Developer receives the written notice from Owner, or within such longer period of time as is required to cure such default, so long as Developer, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

**3.3 Actions Upon Termination.** Upon termination of this Agreement, Developer shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Developer shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Developer thereon and leave the surface of the Easement Areas free from debris; provided, however, that Developer shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Developer shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. If Developer fails to remove any of the Transmission Facilities within the required time period, such Transmission Facilities shall be considered abandoned by Developer and Owner may remove the Transmission Facilities. In the event Owner removes such Transmission Facilities, Developer shall reimburse Owner for all reasonable costs of removing those Transmission Facilities, less any salvage value received by Owner, within thirty days after receipt of an invoice from Owner. In addition, if applicable, Developer shall pay Owner a Crop Damage Payment as set forth in Section 2.2.

4. **Nature of Easement; Overburdening.**

4.1 **Easement in Gross.** The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Developer. Owner agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Developer and Developer's successors, assigns, and tenants.

4.2 **Abandonment.** Except as provided in Section 1.3 and Section 3, no act or failure to act on the part of Developer or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Owner.

5. **Assignment/Mortgage.**

5.1 **Right to Assign.** Developer shall have the right, without Owner's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on a nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities. Developer shall provide notice of any such sale, conveyance, lease, transfer or assignment to Owner.

5.2 **Right to Mortgage.** Developer may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Owner agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Developer under this Agreement, provided that Owner has been provided with the identity and contact information for any Mortgagees, Owner shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Developer, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Developer's entire interest or its partial interest in the Transmission Facilities Assets as is given to Developer and the same right to cure any default as Developer or to remove any property of Developer or its assigns. Developer may not mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in Owner's interest in the Property.

6. **No Interference.** Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder), structures, buildings, foliage or

vegetation (notwithstanding the foregoing, Owner has the right to plant crops at all times), utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Developer's rights or benefits as set forth in this Agreement.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Developer shall indemnify, hold harmless, and, at Owner's election, defend Owner and Owner's officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Developer or any contractor, agent, employee, invitee, tenant or permittee of Developer, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 **Estoppel Certificates.** Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Developer or any Mortgagee may reasonably request at any time and from time to time. Owner and Developer shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or Owner or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Developer or a Mortgagee. Owner shall request of any Owner's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Developer's interest in the Easement Areas.

8.3 **Notices.** Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 **Attorney Fees.** If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 **Notice of Easement.** During the term of this Agreement, Owner shall give written notice of the existence of the Transmission Easement to any prospective tenant, lessee, Developer, or assignee of Owner who proposes to acquire any interest in the Property.

**8.6 Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

**8.7 Further Acts and Assurances.** Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Developer, Owner and Developer agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Developer, which shall be recorded in the public records by Developer at Developer's expense.

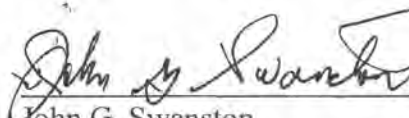
**8.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

**The remainder of this page is intentionally blank.**




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

OWNER(S):

  
\_\_\_\_\_  
John G. Swanston

  
\_\_\_\_\_  
Shirley P. Swanston

  
\_\_\_\_\_  
John K. Swanston

\_\_\_\_\_  
X

DEVELOPER:

**Geronimo Solar Energy, LLC**

  
\_\_\_\_\_  
By: Jeff Ringblom  
Its: Chief Financial Officer

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 11<sup>th</sup> day of September in the year 2019, before me, the undersigned, personally appeared John G. Swanston and Shirley P. Swanston, husband and wife, 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), 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.

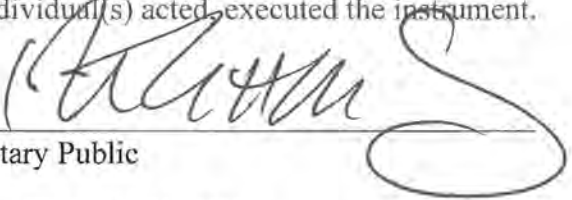
  
\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

MATTHEW H. McARDLE  
Notary Public, State of New York  
Qualified in Franklin County  
No. 02MC6102972  
Commission Expires December 15, 2019

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 11th day of September in the year 2019, before me, the undersigned, personally appeared John K. Swanston, personally known to a single person,  
(Insert name of spouse, if any, and marital status)


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), 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.

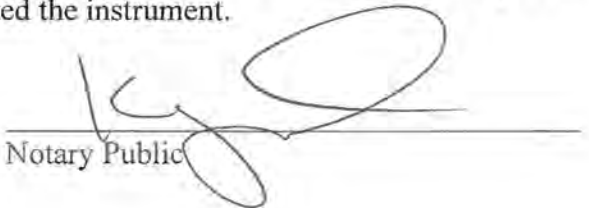
  
Notary Public

MATTHEW H. McARDLE  
Notary Public, State of New York  
Qualified in Franklin County  
No. 02MC6102972  
Commission Expires December 15, 2019

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On the 7 day of October in the year 2019, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, 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), 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.

  
KYLE R. OSTGARD  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2023

  
Notary Public

## EXHIBIT A

### OWNER'S PROPERTY

Tax Parcel No.: 60.-3-3

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, and being part of Lot No. 46, Township Number Seven, Old Military Tract, bounded and described as follows: BEGINNING at the north line of said Lot No. 46, at the northeast corner of John Barnes land, formerly, and running thence east in the north line of said Lot No. 45, forty nine rods and twelve links; thence south parallel with said Barnes east line to the north bounds of the O & L.C. Railroad; thence west in the north bounds of said Railroad to the east line of said Barnes land; and from thence north in said east line to the place of beginning, containing forty acres of land, more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, in said Town and being part of Lot No. 46, Old Military Tract, bounded and described as follows: BEGINNING at the northeast corner of said Lot No. 46, and running south thirty three chains and thirty two links; thence west to Plymon Munsil's land, formerly; thence north to the north line of said Lot; thence east along the north line of said Lot to the place of beginning.

ALSO ONE OTHER PIECE OR PARCEL OF LAND, in said Town, being a part of Great Lot No. 45, and bounded as follows: COMMENCING at the northwest corner of said Lot No. 45 thence east in the north line of said Lot, twenty five rods; thence south one hundred and sixty rods; thence west to the line of the said Lot; and thence north in said west line to the place of beginning.

ALWAYS EXCEPTING AND RESERVING THEREFROM, all the land within said bounds, lying south of the north line of the O. & L.C. Railroad.

SECOND: EXCEPTING AND RESERVING forty acres of land sold off from the west side of the first above described piece of land by Albert S. Collins and Ann Eliza, his wife, and conveyed by Deed the north one-half part as twenty acres to Edmund Gillett; and the south one-half of twenty acres to Pymon Munsil, and afterwards sold and deeded by said Munsil to said Gillett. The premises with the above described exceptions said to contain forty five acres of land, be the same more or less.

Being the same premises conveyed by Carrie A. Barnes to John C. Barnes by Deed dated April 24th, 1934, recorded in Franklin County Clerk's Office, May 7th, 1934, in Liber 212 of Deeds, at Page 179; and being the same premises conveyed by Henry L. Barnes as Executor of the last Will and Testament of John C. Barnes, to Arthur J. Durant and Gladys Durant, his wife, by Deed dated March 26, 1945, and recorded in Franklin County Clerk's Office March 26th, 1945, in Liber 245 of Deeds, at Page 54; and conveyed by Arthur J. Durant and Gladys Durant, his wife, to George R. Swanston by Deed dated Feb. 27th, 1951, and recorded in Liber 310 of Deeds, Page 249.

Also being the same lands described in a Warranty Deed dated May 28, 1951, from George R. Swanston to Earl Warner, which deed is recorded in Franklin County Clerk's Office in Liber 310 of Deeds, Page 257; and conveyed by Earl M. Warner to Rayfield A. Foley by Deed dated August 16, 1951, recorded in Franklin County Clerk's Office, August 20th, 1951, in Liber 312 of Deeds, Page 429; and conveyed by Rayfield A. Foley to Rayfield A. Foley and Nellie Foley, his wife, by Deed dated July 5, 1961 and recorded in Franklin County Clerk's Office, July 17, 1961 in Liber 400 of Deeds, Page 372.

BEING the same premises described in a deed from Nellie Foley, individually and as surviving spouse of Rayfield E. Foley, deceased, to John G. Swanston and Shirley P. Swanston, his wife, by Warranty Deed recorded in the Franklin County Clerk's Office on June 12, 1972 in Liber 457 of Deeds at Page 904.

EXCEPTING AND RESERVING to the parties of the first part (John G. Swanston and Shirley P. Swanston), a life use in and to the above described premises.

The parcel contains approximately 85.00 acres more or less.

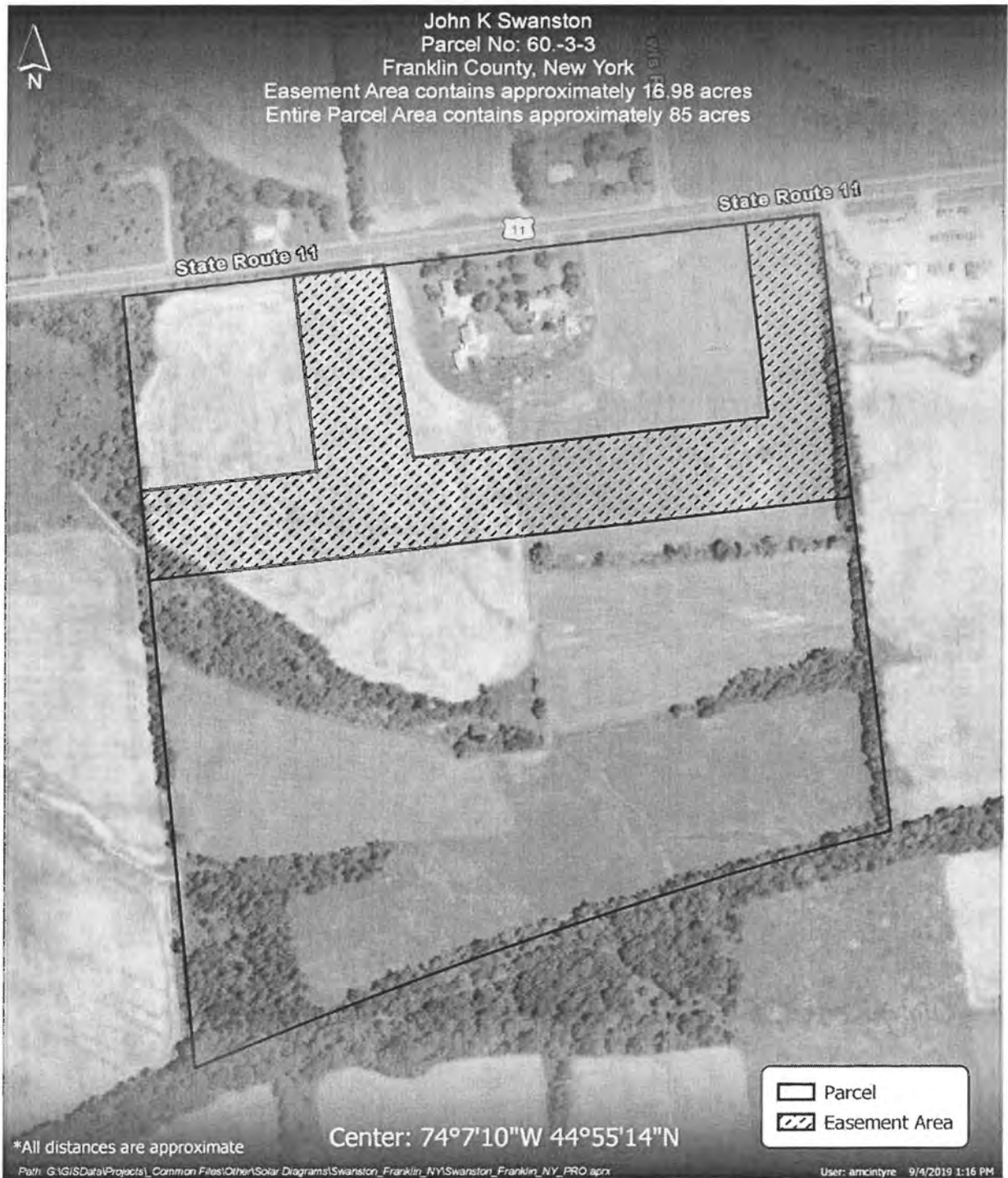
## EXHIBIT B

### DESCRIPTION OF EASEMENT AREA

**Transmission Easement Area**: An area within the Property Eight Hundred feet (800.00') wide and approximately One Thousand Nine Hundred Twelve feet (1,912.00') long, within the Property, in the locations generally depicted on Exhibit B-1, to be used for the installation of the Transmission Facilities. The area contains 16.98 acres (the "**Transmission Easement Area**").

**EXHIBIT B-1**

**DIAGRAM OF EASEMENT AREAS**







FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-5033  
 Receipt#: 2019256536  
 Clerk: SM  
 Rec Date: 10/25/2019 01:14:02 PM  
 Doc Grp: RP  
 Descrip: EASEMENT  
 Num Pgs: 12  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC  
 Party1: SWANSTON JOHN G  
 SWANSTON SHIRLEY P  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: CHATEAUGAY

Recording:	
Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>105.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>105.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 478	
Transfer Tax	
Total:	0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO ENERGY  
 7650 ENDINBOROUGH WAY STE 725  
 EDINA MN 55435-9863

THIS DOCUMENT DRAFTED BY  
AND UPON RECORDING RETURN TO:  
GERONIMO SOLAR ENERGY, LLC  
C/O GERONIMO ENERGY, LLC  
7650 EDINBOROUGH WAY, SUITE 725  
EDINA, MN 55435  
952-988-9000

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

**TRANSMISSION EASEMENT AGREEMENT**  
*Underground Transmission Lines*

This Transmission Easement Agreement (“**Agreement**”) dated as of October 7, 2019 (the “**Effective Date**”), is entered into by and between John G. Swanston and Shirley P. Swanston, husband and wife (collectively, “**Owner**”) whose address is: 5954 State Route 11, Chateaugay, NY 12920; and Geronimo Solar Energy, LLC, a Minnesota limited liability company (together with its successors and assigns, “**Developer**”), whose address is: 7650 Edinborough Way, Suite 725, Edina, Minnesota 55435.

**RECITALS**

A. Owner owns the real property located in Franklin County, State of New York, more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Developer is developing energy generation facilities (the “**Solar Facilities**”) on properties located in the vicinity of the Property (the “**Project**”).

C. Developer desires to obtain (i) a non-exclusive easement for purposes of installing underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of electricity across certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing, repairing and maintaining such lines and facilities.

D. Owner is willing to grant such easements on the terms and conditions set forth in this Agreement.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Developer agree as follows:

1. **Grant and Description of Easements.**

1  
45  
55  
5  
105



**1.1 Grant of Easement for Transmission Facilities.** Owner hereby grants and conveys to Developer a non-exclusive easement (the "**Transmission Easement**") on, in, along, over, across and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the "**Easement Areas**"), for the purposes of surveying, conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings), erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing underground electrical transmission and related communications lines and cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of electrical energy (collectively, "**Transmission Facilities**"), together with the Appurtenant Rights referenced below. The rights granted herein by Owner do not include the right to construct substation facilities upon the Easement Areas.

**1.2 Construction Easement and Other Appurtenant Rights.** In addition to the foregoing, Developer is hereby granted, and shall have, the following related rights necessary or convenient for Developer's use of the Transmission Easement (the "**Appurtenant Rights**"):

(a) the right of reasonable ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property for the purpose of constructing, repairing, maintaining or removing the Transmission Facilities;

(b) the right to enter the Property for the purpose of surveying and conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings) in connection with such Transmission Facilities;

(c) the right to permit the installation, placement or attachment to the Transmission Facilities within the Easement Areas;

(d) the right to clear and to keep clear the Easement Areas free from any buildings, fencing (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder), equipment, brush, combustible material and any and all other new structures, and obstructions of any kind, and the right to trim or remove brush, trees or other hazards on the Property which, in the reasonable opinion of Developer, may interfere with Developer's exercise of its rights hereunder;

(e) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the "**Temporary Construction Laydown Area**" for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; Developer shall return the Property to as close to the original condition of the Property as of the Effective Date, as is practically reasonable and financially feasible; and

(f) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 **Term of Easement.** The term of this Agreement (the “Term”) is perpetual, unless terminated pursuant to Section 3 below.

2. **Payments for Transmission Easement.**

2.1 **Compensation.** As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Developer agrees to make payments to Owner as described in Exhibit C. The parties acknowledge and agree that Exhibit C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit C prior to recording is intentional and does not in any way affect the validity of this Agreement. Owner acknowledges and agrees that it shall not be permitted to sever the payments under the Agreement, and shall not be permitted to assign payments due to Owner under the Agreement to a third party without the consent of Developer. Upon the transfer of an interest in the Property to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

2.2 **Crop Damages.** The parties anticipate and acknowledge that Owner or Owner’s renters may suffer damage to crops, soil compaction, tile, fences, and other property or improvements on the Property during Developer’s construction, installation, maintenance and removal of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be 100% of Fair Market Value in the year of such compaction (the “Crop Damage Payment”). The “Fair Market Value” shall be the fair market value for the amount of crop actually destroyed or damaged on the date of such damage or destruction, and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the nearest grain terminal. After construction is complete and payment of the Crop Damage Payment, Developer shall not be responsible to pay Owner or Owner’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Owner’s inability to grow crops or otherwise use the portion of the Premises occupied by Transmission Facilities.

2.3 **Drain Tile.** Developer will take all commercially reasonable steps to avoid damaging any tile lines on the Property that may affect the operation of tile lines draining from adjacent property to a drainage outlet on the property or through the property. Within Thirty (30) days of determining any damage to tile lines, Developer agrees to repair and/or replace underground tile lines on the Property damaged during the construction or operation of the Project. Developer shall retain a qualified local third-party tile repair contractor to undertake all tile repair work. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement or rerouting of tile prior to being covered with topsoil.

3. **Termination; Default.**

3.1 **Termination by Developer.** Developer, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Owner in recordable form.

**3.2 Termination by Owner for Default by Developer.** Owner, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Developer fails to pay any monetary amounts owing hereunder when due or if the Easement Value Payment is not paid to Owner for any reason by October 6, 2024; (b) Owner notifies Developer, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Developer, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Developer receives the written notice from Owner, or within such longer period of time as is required to cure such default, so long as Developer, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

**3.3 Actions Upon Termination.** Upon termination of this Agreement, Developer shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Developer shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Developer thereon and leave the surface of the Easement Areas free from debris; provided, however, that Developer shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Developer shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. If Developer fails to remove any of the Transmission Facilities within the required time period, such Transmission Facilities shall be considered abandoned by Developer and Owner may remove the Transmission Facilities. In the event Owner removes such Transmission Facilities, Developer shall reimburse Owner for all reasonable costs of removing those Transmission Facilities, less any salvage value received by Owner, within thirty days after receipt of an invoice from Owner. In addition, if applicable, Developer shall pay Owner a Crop Damage Payment as set forth in Section 2.2.

#### **4. Nature of Easement; Overburdening.**

**4.1 Easement in Gross.** The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Developer. Owner agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Developer and Developer's successors, assigns, and tenants.

**4.2 Abandonment.** Except as provided in Section 3, no act or failure to act on the part of Developer or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Owner.

#### **5. Assignment/Mortgage.**

**5.1 Right to Assign.** Developer shall have the right, without Owner's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on a nonexclusive basis, or to apportion, grant

sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities. Developer shall provide notice of any such sale, conveyance, lease, transfer or assignment to Owner.

**5.2 Right to Mortgage.** Developer may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees**." Owner agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Developer under this Agreement, provided that Owner has been provided with the identity and contact information for any Mortgagees, Owner shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Developer, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Developer's entire interest or its partial interest in the Transmission Facilities Assets as is given to Developer and the same right to cure any default as Developer or to remove any property of Developer or its assigns. Developer may not mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in Owner's interest in the Property.

**6. No Interference.** Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder), structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Developer's rights or benefits as set forth in this Agreement.

**7. Indemnity.** To the fullest extent not prohibited by applicable law, Developer shall indemnify, hold harmless, and, at Owner's election, defend Owner and Owner's officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Developer or any contractor, agent, employee, invitee, tenant or permittee of Developer, or its successors and assigns.

**8. Miscellaneous.**

**8.1 Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

**8.2 Estoppel Certificates.** Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under



this Agreement, if such be the case). consents to assignment and non-disturbance agreements as Developer or any Mortgagee may reasonably request at any time and from time to time. Owner and Developer shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or Owner or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Developer or a Mortgagee. Owner shall request of any Owner's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Developer's interest in the Easement Areas.

**8.3 Notices.** Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

**8.4 Attorney Fees.** If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

**8.5 Notice of Easement.** During the term of this Agreement, Owner shall give written notice of the existence of the Transmission Easement to any prospective tenant, lessee, Developer, or assignee of Owner who proposes to acquire any interest in the Property.

**8.6 Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

**8.7 Further Acts and Assurances.** Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Developer, Owner and Developer agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Developer, which shall be recorded in the public records by Developer at Developer's expense.

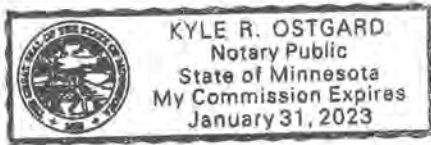
**8.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

**The remainder of this page is intentionally blank.**



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On the 7 day of October in the year 2019, before me, the undersigned, personally appeared Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, 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), 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  
OWNER'S PROPERTY

Tax Parcel No.: 60.-1-9.300

THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County and State of New York and being a part of Great Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows, to wit: BEGINNING in the south line of said Lot No. 55 at the southwest corner of land formerly owned by William Hammond, known as the Parks lot (which said Parks lot was later owned by Peter Lewis and is now owned by William W. Lewis); and running thence west in the south line of Lot No. 55, 50 rods to land formerly owned by Nelson Douglass, later owned by Millard Douglass and now owned by Walter Roulston; thence north in the east line of the Douglass land about 160 rods to the south line of land formerly owned by Samuel Stuart and now owned by Bradley Grimshaw; thence east in said Stuart's south line to the southeast corner thereof; thence north to the south line of land formerly owned by Spencer Lewis later owned by Bertha Lewis and now owned by Donald Lewis; thence east in said Donald Lewis south line to the west line of the Parks lot above mentioned; thence south in the west line of the Parks lot to the place of beginning, containing 51 $\frac{1}{4}$  acres of land more or less.

Being the same premises conveyed by Edmund Gillett and wife to William W. Lewis by deed dated January 5, 1910 recorded in Franklin County Clerk's Office on January 5, 1910 in Book 137 of Deeds at Page 527. And also the same premises deeded by William W. Lewis to William W. Lewis and Ellsworth Van Lewis and Mildred O. Lewis as joint tenants with right of survivorship by deed dated February 15, 1949 and recorded in the Franklin County Clerk's Office in Liber 286, page 127, the said William W. Lewis having died on the 29th day of June 1954.

Being the same lands and premises conveyed to parties of the first part by Deed dated February 26, 1963 and recorded in the Franklin County Clerk's Office in Liber 411 of Deeds at Page 101.

EXCEPTING AND RESERVING the following premises: BEGINNING at a point in the center of the highway known as Route 11 said point being located 50 feet west from the southeast corner of first parties premises said point being also the southwest corner of premises owned by Arlington Wood; thence proceeding in a northerly direction to the edge of the pavement and thence continuing northerly a distance of 185 feet to a point; thence proceeding in a westerly direction in a line parallel with the highway a distance of 360 feet to a point; thence proceeding in a southerly direction to the edge of the pavement a distance of 185 feet; thence continuing southerly to the center of the said highway; thence proceeding in an easterly direction along the center of said highway a distance of 360 feet to the point and place of beginning. Intending to reserve a parcel of land on which is located the house garden and wall. The barn is located immediately west of the within reserved premises and is conveyed to parties of the second part.

The parcel contains approximately 45.70 acres more or less.



## EXHIBIT B

### DESCRIPTION OF EASEMENT AREA

Tax Parcel No.: 60.-1-9.300

THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County and State of New York and being a part of Great Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows, to wit: BEGINNING in the south line of said Lot No. 55 at the southwest corner of land formerly owned by William Hemond, known as the Parks lot (which said Parks lot was later owned by Peter Lewis and is now owned by William W. Lewis); and running thence west in the south line of lot No. 55, 50 rods to land formerly owned by Nelson Douglass, later owned by Millard Douglass and now owned by Walter Roulston; thence north in the east line of the Douglass land about 160 rods to the south line of land formerly owned by Samuel Stuart and now owned by Bradley Grimshaw; thence east in said Stuart's south line to the southeast corner thereof; thence north to the south line of land formerly owned by Spencer Lewis later owned by Bertha Lewis and now owned by Donald Lewis; thence east in said Donald Lewis south line to the west line of the Parks lot above mentioned; thence south in the west line of the Parks lot to the place of beginning, containing 5 1/4 acres of land more or less.

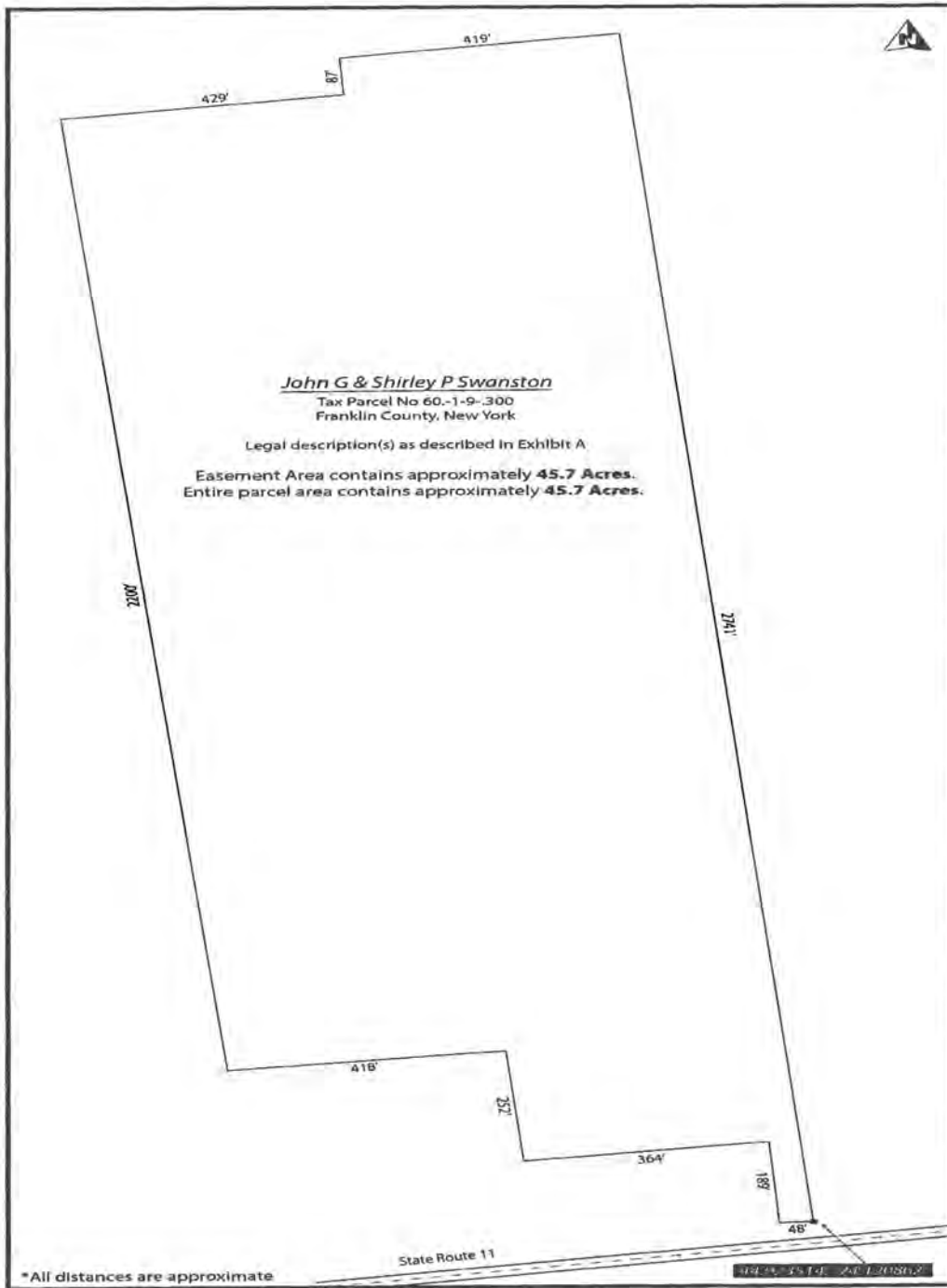
Being the same premises conveyed by Edmund Gillett and wife to William W. Lewis by deed dated January 5, 1910 recorded in Franklin County Clerk's Office on January 5, 1910 in Book 137 of Deeds at Page 527. And also the same premises deeded by William W. Lewis to William W. Lewis and Ellsworth Van Lewis and Mildred O. Lewis as joint tenants with right of survivorship by deed dated February 15, 1949 and recorded in the Franklin County Clerk's Office in Liber 286, page 127, the said William W. Lewis having died on the 29th day of June 1954.

Being the same lands and premises conveyed to parties of the first part by Deed dated February 26, 1963 and recorded in the Franklin County Clerk's Office in Liber 411 of Deeds at Page 101.

EXCEPTING AND RESERVING the following premises: BEGINNING at a point in the center of the highway known as Route 11 said point being located 50 feet west from the southeast corner of first parties premises said point being also the southwest corner of premises owned by Arlington Wood; thence proceeding in a northerly direction to the edge of the pavement and thence continuing northerly a distance of 185 feet to a point; thence proceeding in a westerly direction in a line parallel with the highway a distance of 360 feet to a point; thence proceeding in a southerly direction to the edge of the pavement a distance of 185 feet; thence continuing southerly to the center of the said highway; thence proceeding in an easterly direction along the center of said highway a distance of 360 feet to the point and place of beginning. Intending to reserve a parcel of land on which is located the house garden and wall. The barn is located immediately west of the within reserved premises and is conveyed to parties of the second part.

# EXHIBIT B-1

## DIAGRAM OF EASEMENT AREAS





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-4767

Receipt#: 2019256028  
 Clerk: CW  
 Rec Date: 10/15/2019 02:06:25 PM  
 Doc Grp: RP  
 Descrip: LEASE  
 Num Pgs: 10  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: WOOD WILLIAM K  
 WHALEN WOOD BRENDA M  
 WOOD BRENDA M WHALEN  
 WOOD HAMILTON F  
 Party2: GERONIMO SOLAR ENERGY LLC  
 Town: BURKE

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 95.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 419  
 Transfer Tax

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO SOLAR ENERGY LLC  
 7650 EDINBOROUGH WAY SUITE 725  
 EDINA MN 55435

Drafted by and return to:  
Geronimo Solar Energy, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

### MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 15 day of April, 2019 by and between William K. Wood and Brenda M. Whalen-Wood, husband and wife, whose address is: 1470 County Route 23, Chateaugay, NY 12920; and Hamilton F. Wood, a single person, whose address is: 1400 County Route 23, Chateaugay, NY 12920 (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”). With an address of 7650 Edinborough Way, Suite 725, Edina, MN 55435.

#### RECITALS:

A. Lessor is the owner of certain property in the County of Franklin, State of New York, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated April 15, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Schedule A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 14 day of April, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of

the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of five (5) years upon written notice to Lessor. In no event shall the Term of this Lease including any applicable Extended Term exceed forty-seven (47) years in the aggregate.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated April 15, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the solar power facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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**LESSEE SIGNATURE PAGE**

**LESSEE**

Geronimo Solar Energy, LLC

By:   
Jeff Ringblom, Chief Financial Officer

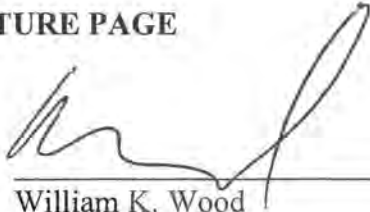
STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the company.

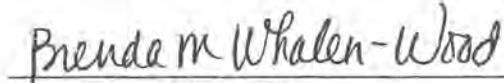


  
Notary Public

LESSOR SIGNATURE PAGE

  
\_\_\_\_\_

William K. Wood

  
\_\_\_\_\_

Brenda M. Whalen-Wood

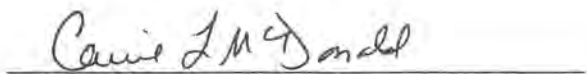
  
\_\_\_\_\_

Hamilton F. Wood

\_\_\_\_\_ X

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 8<sup>th</sup> day of April in the year 2019, before me, the undersigned, personally appeared William K. Wood and Brenda M. Whalen-Wood, husband and wife, 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), 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

CARRIE L. McDONALD  
Notary Public, State of New York  
No. 1503782  
Qualified in Franklin County  
Commission Expires April 30, 2022



STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Franklin )

On the 8<sup>th</sup> day of April in the year 2019, before me, the undersigned, personally appeared Hamilton F. Wood, personally known to me or ~ single person,  
*(Insert name of spouse, if any, and marital status)*

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), 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.

Carrie L McDonald  
Notary Public

CARRIE L. McDONALD  
Notary Public, State of New York  
No. 16013392  
Qualified in Franklin County  
Commission Expires April 30, 2022

**SCHEDULE A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.:** 73.-3-2

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Burke, County of Franklin and State of New York, in Lot No. 46, Township 7 of the Old Military Tract, and being all the land formerly owned by Henry Green on Lot No. 46 lying on the north side of the railroad and deeded to Henry Green by John Montgomery and wife Nov. 6, 1865.

**EXCEPTING** 1 ½ acres of land heretofore sold by Henry Green to Hiram Witherell;

**EXCEPTING** 2-88/160 acres of land conveyed by James Cook and wife to Frank Nichols by deed dated Apr. 21, 1894.

**ALSO ALL THAT OTHER STRIP OR PIECE OF LAND**, situate in said Town of Burke, in said Lot No. 46, and lying immediately on the south side of the railroad, bounded and described as follows: **COMMENCING** at the west side of a culvert through which the brook passes under the railroad on the farm formerly owned by Henry Green, running thence south 21 feet, thence easterly in a line parallel with the railroad fence to the foot of the hill and corner of the James Cook land (formerly), leaving a lane 21 feet wide and also all the land further east of said lane and corner formerly owned by Henry Green, being the side hill and a portion on top of said hill, containing in all about 1 ½ acres of land, be the same more or less.

**ALSO ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Burke, in said Lot No. 46, and bounded as follows: **BEGINNING** at a stake standing near the railroad east of Allen Brook at the foot of the hill, running thence south 47 deg. east 5 rods, thence south 1 rod, thence south 37 degrees east on the easterly line of the land formerly owned by Peter Hall 40 rods to Henry Botford's land (formerly) thence north 12 rods to the center of the highway, thence east in the center of the highway 63 rods to the southwest corner of Robert Rust's land (formerly), thence north on said Rust's west line 114 rods to Henry S. Day's land (formerly), thence west 93 rods to land formerly owned by Peter Hall, thence south 103 rods to Peter Hall's southeast corner, thence westerly 20 rods to the place of beginning containing 70 acres of land, more or less.

**BEING** the same premises conveyed to Clark Cook and Alice Cook by Ulysees Cook and wife by deed dated Mar. 12, 1914, recorded in 155 of Deeds, 29.

**EXCEPTING** from the above-described premises:

Rutland Railroad right of way.

Right to take water from spring, etc., as conveyed by Ulysees Cook and wife to Ray Perrigo by deed dated April 10, 1909, recorded in 150 of Deeds, 95.

Rights granted Northern New York Telephone Company by James Cook by conveyance recorded in 109 of Deeds, 525.

**BEING** the same premises conveyed by Walter W. Ashline to Hamilton Wood and Carol Wood by Deed dated May 7<sup>th</sup>, 1966 and recorded in the Franklin County Clerk's Office on May 10, 1966 in Liber 431 of Deeds at Page 1129.

**ALSO BEING** the same premises conveyed by Hamilton Wood and Carol Wood to Hamilton Wood by Deed dated August 11, 1993 and recorded in the Franklin County Clerk's Office in Liber 600 of Deeds at Page 150 on October 7, 1993.

**ALSO CONVEYING ALL THAT CERTAIN PARCEL OF LAND** situate, lying and being in the Town of Burke, County of Franklin and State of New York, described as follows: Being a strip of land, formerly right of way for railroad purposes of the Rutland Railway Corporation, now The Rutland Corporation, party of the first part herein, extending from the easterly side of County Road No. 23, where said County road crosses said right of way at location of a former underpass, eastwardly to the Burke-Chateaugay Town Line, a distance of about .58 mile, having a width of about 82.5 feet, containing about 5.90 acres, all as shown in green color on certain maps entitled "Right of Way and Track Map - Rutland Railroad - Operated by Rutland Railroad Company - Ogdensburg Division," dated June 30, 1917 and designated as Maps Nos. VI-70 and 71, which maps are incorporated herein by reference.

This conveyance is subject to a permanent easement granted by party of the first part to County of Franklin, dated May 2, 1966, covering the removal of a railroad bridge and abutments and a portion of former railroad embankment at said County Road No. 23, to which easement and the record thereof reference is made.

This conveyance is also subject to any established easement whether of record or not.

**BEING** the same premises conveyed to Hamilton Wood and Carol Wood by deed dated June 13, 1967 from The Rutland Corporation, formerly Rutland Railway Corporation and recorded in the Franklin County Clerk's Office on July 18, 1967 in Liber 436 of Deeds at Page 659.

**ALSO BEING** the same premises conveyed by Hamilton Wood and Carol Wood to Hamilton Wood by Deed dated August 11, 1993 and recorded in the Franklin County Clerk's Office in Liber 600 of Deeds at Page 157.

The parcel contains approximately 100.00 acres more or less.

**SCHEDULE A-1  
TO MEMORANDUM**

**SITE PLAN**





FRANKLIN COUNTY – STATE OF NEW YORK  
 KIP CASSAVAW, COUNTY CLERK  
 P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Cover Page	5.00
Recording Fee	120.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	5.50
TP584	5.00

Sub Total: 155.50

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 155.50

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1013  
 Transfer Tax

Total: 0.00

INSTRUMENT #: 2020-923

Receipt#: 2020261411  
 Clerk: CW  
 Rec Date: 03/03/2020 08:28:45 AM  
 Doc Grp: RP  
 Descrip: ASSIGNMENT OF LEASE  
 Num Pgs: 21  
 Rec'd Frm: GERONIMO ENERGY HOLDINGS LLC

Party1: GERONIMO SOLAR ENERGY LLC  
 BROOKSIDE SOLAR LLC  
 Party2: BROOKSIDE SOLAR LLC  
 GERONIMO SOLAR ENERGY LLC  
 Town: CHATEAUGAY  
 BURKE

I hereby certify that the within and foregoing was recorded in the Franklin County Clerk's Office.

County Clerk

Record and Return To:

GERONIMO ENERGY  
 8400 NORMANDALE LAKE BLVD STE 1200  
 BLOOMINGDALE MN 55437

THIS INSTRUMENT WAS DRAFTED BY  
AND UPON RECORDING RETURN TO:  
BROOKSIDE SOLAR, LLC  
C/O GERONIMO ENERGY, LLC  
7650 EDINBOROUGH WAY, SUITE 725  
EDINA, MN 55435

---

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

### ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS (the "**Agreement**") is made and dated as of January 8, 2020 (the "**Effective Date**") by and between Geronimo Solar Energy, LLC, a Minnesota limited liability company ("**Assignor**") and Brookside Solar, LLC, a Delaware limited liability company ("**Assignee**").

#### RECITALS

WHEREAS, Assignor is developing solar energy generating facilities located at properties in Franklin County, New York (the "**Project**").

WHEREAS, Assignor entered into certain leases, easements, and other real property agreements described on Exhibit A attached hereto (collectively, the "**Real Property Interests**") with the property owners described on Exhibit A for the purpose of constructing, operating and maintaining the Project;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor an assignment of all real property interests heretofore or hereafter acquired in the Project as more specifically set forth herein.

NOW, THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. Assignment. The Assignor hereby assigns, transfers and sets over to the Assignee, all of the Assignor's right, title and interest in and to the Real Property Interests and the Assignee hereby assumes and agrees to pay, perform or discharge in accordance with their terms, to the extent not heretofore paid, performed or discharged the liabilities, obligations, commitments and

45  
100  
5  
550  
155.50

responsibilities of Assignor accruing or arising from and after the Effective Date under any of the Real Property Interests.

2. Binding Effect; Assignment. This Agreement shall be enforceable against and inure to the benefit of the successors and assigns of the Assignee and of the Assignor.

3. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

8. Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by a written document duly executed by the parties at the time of such alteration, modification or change.

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## EXHIBIT A

### Real Property Interests

The following documents, together with any amendments or addenda thereto:

Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
Kenneth J. Green and Rosemary Green, husband and wife	ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being all that part of Great Lot No. 45 in the general division of Township No. 7 of the Old Military Tract in the said County of Franklin, bounded as follows, viz: Beginning at the southwest corner of said Lot No. 45, and running from thence north in the west line of said Lot No. 45, thirty-four chains and twenty three links to land formerly owned and occupied by Roswell Welker; thence east parallel with the north line of said Lot No. 45, eighteen chains and fifty links; thence south parallel with the west line of said Lot No. 45, thirty four chains and twenty three links to the south line of said Lot; thence west along said south line to the place of beginning, excepting and reserving therefrom twelve and one-fourth acres of land heretofore deeded to Jonathan Hoyt by a Quit Claim Deed from Hoel Smith to said Hoyt bearing date December 14, 1870. The remainder of said described premises contain fifty and eighty six one hundredths acres of land be the same more or less.	Land Lease and Solar Easement	May 8, 2019	May 28, 2019	2019-2374
Gregoire Farm, Inc., a New York Corporation	<p>ALL THAT CERTAIN PIECE OF LAND, situate in the Town of Chateaugay aforesaid and being a part of Great Lot number forty five (45) in the General division of Township number seven (7) of the Old Military Tract bounded as follows, viz: BEGINNING at the southwest corner of a part of said lot no. 45 owned by Justin Day in his lifetime and in the west line of said lot no. 45; running thence south in the said west line twelve (12) chains and forty one (41) links; thence east eighteen chains and fifty links (18.50); thence north one chain; thence east fifty links to the center of the highway; thence northeasterly along the center of the highway three chains and seventy five links (3.75) opposite to a large rock on the south side of the ditch of said road; thence southeasterly along the center of a certain ditch four chains and eighty eight links (4.88); thence northeasterly one chain and fifty seven links (1.57) parallel to the highway; thence east along the north line of a piece of land heretofore sold to Manly A. Mills ten chains and fifty six links (10.56); thence north along the west line of land formerly owned by said Mills four chains and forty one links (4.41); thence northwesterly nine chains and seventy five links to the center of the highway; thence northeasterly along the center of the highway three chains and twenty five links (3.25) to the south line of land owned and occupied by Hiram Barber; thence west along said Barbers and John &amp; Justin Days south lines thirty one chains and fifty links (31.50) to the place of beginning containing all the lands within said boundaries supposed to be about forty one acres and being the same farm deeded to Benjamin Smith in his lifetime by Hoel Smith, recorded in vol. 39 of Deeds at Page 36, on the 10<sup>th</sup> day of February, 1864.</p> <p>EXCEPTING AND RESERVING from the last described piece of land a right of way heretofore deeded to the Telephone Company for pole line. Being the same premises deeded to Jason L. Felton by Deed dated June 21, 1883 and recorded in Vol. 70 of Deeds, page 551.</p> <p>EXCEPTING AND RESERVING from the above described premises a parcel of land conveyed to Eugene Brady and Kate Brady, his wife by Deed dated December 21, 1964 and recorded in Franklin County Clerk's Office August 9, 1965 in Liber 428 of Deeds, Page 410 and also reserving another parcel conveyed to Eugene Brady and Kate Brady, his wife in Liber 463 of Deeds at Page 612 recorded on July 12, 1973.</p> <p>ALSO RESERVING lands taken by Franklin County for use in highway purposes and also reserving the easement heretofore granted to New York Electric and Gas Corporation for pole rights across a portion of said premises.</p> <p>EXCEPTING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being a part of Great Lot No. 45, Township No. 7, Old Military Tract, in said Town, and bounded and described as follows: viz: BEGINNING at a point in the westerly edge of the County Road, leading from Chateaugay to Burke Village which point is the northeast corner of land now owned by John Green; running thence northerly along the westerly edge of said County Highway, a distance of about 70 feet to a point which is the southeast corner of land now owned by Eugene Brady; thence northwesterly along the south line of said Eugene Brady lot, a distance of about 240 feet to a point; thence southwesterly, a distance of about 182 feet to the northwest corner (should recte to north line) of said John Green land; thence</p>	Solar Land Purchase Agreement	May 31, 2019	June 20, 2019	2019-2851



Owner Name	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
				Date	Doc No.
	<p>FURTHER EXCEPTING AND RESERVING the rights of the public in and to the streets and highways and the normal utility easements.</p> <p>FURTHER CONVEYING the following parcel of land by Quit Claim and without warranty:</p> <p>ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot 46: BEGINNING in the east line of Lot 46 at an intersection with the south line of the former Rutland Railroad right of way and running thence southerly along the said lot line 360 feet more or less to the north bounds of Marie Sexton; thence westerly along the north bounds of Marie Sexton, 1,160 feet more or less to the said south bounds of the former Rutland Railroad right of way; thence easterly along the south bounds of the said former Rutland Railroad right of way, 1,600 feet more or less to the point or place of beginning, containing all the lands within said bounds, intending to convey a triangular shaped parcel along the south bounds of the said railroad right of way.</p> <p>Intending to convey the same premises conveyed to George Dupree and Mary E. Dupree, his wife, by Thomas J. Dupree and Margaret A. Dupree, his wife, by Deed dated May 18, 1944, recorded in volume 241 of Deeds, Page 430.</p> <p>Being the same premises conveyed by George Dupree and Mary E. Dupree, his wife, to Russell R. Dechambeau and Florence Dechambeau, his wife, by Deed dated May 13, 1974 and recorded May 13, 1974 in Liber 467 of Deeds at Page 1042 in the Franklin County Clerk's Office.</p> <p>Also being the same premises described in a Deed from Russell R. Dechambeau and Florence Dechambeau to Bruce Porter and Patricia Porter dated January 8, 1985 and recorded January 18, 1985 in Liber 517 of Deeds at page 1005.</p> <p>BEING the same premises conveyed by Del Malone and Marlene Malone to Ryan E. Hudson and Barbara E. Hudson by deed dated August 27, 2010 and recorded August 30, 2010 in the Franklin County Clerk's Office as Instrument No. 2010-4645.</p> <p>BEING the same premises described in a deed from Ryan C. Hudson and Barbara E. Hudson to Glengarry Farms, LLC by Warranty Deed recorded in the Franklin County Clerk's Office on December 24, 2014 as Instrument No. 2014-4750</p> <p>ALL THAT TRACT OR PARCEL OF LAND situate in Great Lot 46, Township 7, Old Military Tract, Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows: BEGINNING at a point in the center of County Road 23, said point marking the Southwest corner of lands conveyed to Daniel P. Unwin by deed recorded in the Franklin County Clerk's Office in Liber 582 at Page 195; thence</p> <ol style="list-style-type: none"> <li>1. N 74°35'50" W 251.52 ft., along the center of said road, to a point; thence</li> <li>2. N 6°02'55" E 1270.72 ft. to an iron pin set in the Southerly bounds of land conveyed to Robert &amp; Elaine O'Connor by deed recorded in the Franklin County Clerk's Office in Liber 479 at Page 599, said course passing over an iron pin set 33.44 ft. from the center of said road; thence</li> <li>3. N 77°35'00" E 205.74 ft., along said O'Connor bounds to an iron pin; thence</li> <li>4. S 01°23'15" W 959.71 ft. to an iron pin found marking the Northwest corner of said Unwin parcel; thence</li> <li>5. S 09°26'50" W 420.97 ft. along the Westerly bounds of said Unwin parcel, to the point of beginning.</li> </ol>				

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	<p>Containing 7.394 acres of land as surveyed by Drake &amp; Allott Land Surveyors, P.C. September 16, 1993 and being subdivision lot 2 as delineated on filed map no. 1472 in the Franklin County Clerk's Office entitled "Map of Survey prepared for Cersosimo Lumber Company, Inc." sheet 2 of 4.</p> <p>Subject to the rights of the public in and to the rights of way know as County Road 23.</p> <p>Subject to an easement held by New York State Electric and Gas Corporation, as recorded in Liber 513 of Deeds at Page 825.</p> <p>Being the same premises conveyed to Patrick Powers and Darci Powers, his wife, by Diana Secore and Dean Livernois by Warranty Deed dated July 19<sup>th</sup>, 2004 and recorded in the Office of the Franklin County Clerk on July 21, 2004 in Liber 860 of Deeds at Page 241.</p> <p>Being the same premises conveyed to Gary R. Matthews by Patrick Powers and Darci Powers, his wife, by Warranty Deed dated September 30, 2005 and recorded in the Office of the Franklin County Clerk on October 11, 2005 in Liber 894 of Deeds at Page 215.</p> <p>ALSO, ALL THAT PIECE OR PARCEL OF LAND, in the said Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows: COMMENCING at the southwest corner of Phelps Wilbur's land (now or formerly); running thence north to the W.E. Duke's south line (now or formerly); thence east across the Rutland Railroad Company's land (now or formerly) to A.A. Clark's west line (now or formerly); thence south to C.W. Silver's north line (now or formerly); thence west to the northwest corner of said Silver's land; thence south to the Turnpike leading from Chateaugay to Malone; thence west to the place of beginning containing 50 acres of land, more or less, EXCEPTING AND RESERVING therefrom about 1/2 acre of land lying on the north side of the Railroad deeded by Nettie Gamble to Safronia Wilbur on the 7th day of June, 1907.</p> <p>EXCEPTING AND RESERVING any part of the following described property lying within the bounds of the above described property: "ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, and State of New York, bounded and described as follows: BEGINNING at a point in the centerline of County Road #23 which road is also known as the Malone-Chateaugay Road and the Burke County Road, said point being 1171 feet easterly from the southwest corner of the property of Garth A. Bisonette and Diane V. Bisonette located on the north side of said road said southwest corner also being at a point on the west bounds of the Town of Chateaugay and the east bounds of the Town of Burke; running thence easterly along the centerline of the road a distance of 185 feet to a point; running thence northerly at a right angle to the centerline of the road a distance of 156 feet to a point; running thence westerly at a right angle to the last described course a distance of 185 feet to a point; running thence southerly a distance of about 156 feet to a point in the center of the road which point is the place of beginning."</p> <p>SUBJECT TO the usual easements for utilities.</p> <p>BEING part of the premises deeded by Claude Bisonette, Sr. and Adeline Bisonette to Garth A. Bisonette and Diane V. Bisonette by a deed dated June 15th, 1973 and recorded July 2nd, 1973 in Liber 463 of Deeds at Page 393.</p>				

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	<p>BEING the same premises conveyed to Gregory Kilmer and Trixie Kilmer, his wife, by deed from Garth A. Bisonette and Diane V. Bisonette, his wife, dated and recorded December 3, 1993 in the Office of the Franklin County Clerk in Liber 603 of Deeds at Page 83.</p> <p>ALSO EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, and being more particularly described as follows, BEGINNING at a point in the centerline of County Route 23, which point marks the southwest [Southeast] corner of parcel of land conveyed by Donald Murzin to Marie-Ange P. Saxton by deed dated and recorded April 12, 1999 in Liber 720 of Deeds at Page 292; running thence in a westerly direction and along the centerline of aforesaid highway, 113 feet to a point running thence in a northerly direction in a line which follows a page line fence (2002) and runs parallel to the easterly line of the premises described in the aforesaid deed from Murzin to Saxton, 191 feet to a point marked by an iron pipe; running thence in an easterly direction and in a line which follows a page line fence and runs parallel to County Route 23, 113 feet to a point; running thence in a southerly direction and along a stone wall marking the easterly boundary of the premises described in the aforesaid deed from Murzin to Saxton 191 feet to the point and place of BEGINNING, containing all the lands within said bounds and being 0.50 acres of land more or less.</p> <p>Being a portion of the premises described in a deed from Murzin to Saxton recorded in Liber 720 of Deeds at Page 292.</p> <p>EXCEPTING AND RESERVING the personal drainage and water rights conveyed by Marie-Ange P. Saxton to Claude Ann-Marie Brancella by deed recorded September 5, 2002 in Liber 811 of Deeds at Page 232. [Note: Ms. Brancella has since sold said premises thereby extinguishing her personal drainage and water rights. In addition, the personal drainage and water rights were set to expire on September 5, 2007].</p> <p>Being the same premises described in a deed from John Collins, Referee to Clark Legacy, LLC by Referee's Deed recorded in the Franklin County Clerk's Office on August 31, 2016 as Instrument No. 2016-4242.</p>				
Robert A. Johnston and Joan B. Johnston, husband and wife	<p>All that tract or parcel of land situate in Great Lot 55, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:</p> <p><i>Beginning</i> at a point in the centerline of the East Road, said point beginning located North 08 degrees 30 minutes 40 seconds East for a distance of 491.37 feet from a Magnetic Nail at the centerline intersection of the East Road and the Stuart Road, said point being the northwest corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5349 and a southwest corner of the property conveyed to Rodney P. Whipple as recorded in the Franklin County Clerk's Office as Instrument No. 2013-2294;</p> <p><i>THENCE</i> north along the centerline of the East Road for a distance of +/-1306 feet to a point in the centerline of the East Road, said point being the southwest corner of the property conveyed to Andrew W. &amp; Dorothy W. Miller as recorded in the Franklin County Clerk's Office in Liber 860, Page 56, said point also being a northwest corner of Whipple, <i>THENCE</i> east on the south bounds of Miller (Liber 860, Pg. 56) and the north bounds of Whipple for a distance of +/-990 feet to a point, said point being the southeast corner of Miller (Liber 860, Pg. 56); <i>THENCE</i> north along the eastern bounds of Miller (Liber 860, Pg. 56) and the west bounds of Whipple for a distance of +/-1200 feet to the northwesterly corner of Whipple and a corner to Miller (Liber 860, Pg. 56); <i>THENCE</i> east along the north bounds of Whipple and the south bounds of Miller (Liber 860, Page 56) for a distance of +/-800 feet to a point, said point being the northeast corner of Whipple, a easterly corner to Miller (Liber 860, Pg. 56) and being in the west bounds of the property conveyed to Allen &amp; Elizabeth Ann Miller as recorded in the Franklin County Clerk's Office in Liber 924, Pg. 152; <i>THENCE</i> south along the west bounds of Miller (Liber 924, Pg. 152) and the east bounds of Whipple for a distance of +/-1320 feet to a point in the centerline of the Stuart Road, said point being the southeast corner of Whipple and the southwest corner of Miller (Liber 924, Pg. 152); <i>THENCE</i> southwesterly along the centerline of the Stuart Road for a distance of +/-2200 feet to a point in the centerline of the Stuart Road, said point being the southeast corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5349; <i>THENCE</i> North 02 degrees 20 minutes 40 seconds West along the east bounds of White for a distance of 15.49 feet to a 5/8" rebar on the easterly top of bank of Allen Brook; <i>THENCE</i> northerly along the easterly top of bank of Allen Brook +/- 410 feet to a 5/8" rebar, said rebar marking the northeast corner of White; <i>THENCE</i> on the north bounds of White and the southerly bounds of Whipple South 87 degrees 43 minutes 35 seconds West for a distance of 232.86 feet to the point of beginning, said course passing over a 5/8" rebar set 25.19 feet east of the centerline of the East Road.</p>	Land Lease and Solar Easement	March 22, 2019	April 19, 2019	2019-1720



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	<p><i>Excepting and reserving</i> from the above parcel of land is a 10.00 acre parcel described as follows: All that tract or parcel of land situate in Great Lot 55, Township No. 7, Old Military Tract, Town of Burke, County of Franklin and State of New York bounded and described as follows:</p> <p>Beginning at a point in the centerline of the East Road, said point beginning located North 08 degrees 30 minutes 40 seconds East for a distance of 491.37 feet from a Magnetic Nail set at the centerline intersection of the East Road and the Stuart Road, said point being the northwest corner of the property conveyed to Ted J. White as recorded in the Franklin County Clerk's Office as Instrument No. 2011-5349 and a southwest corner of the property conveyed to Rodney P. Whipple as recorded in the Franklin County Clerk's Office as Instrument No. 2013-2294; <i>THENCE</i> along the centerline of the East Road North 08 degrees 30 minutes 40 seconds East for a distance of 633.53 feet to a point in the centerline of the East Road; <i>THENCE</i> on a new line through the lands of Whipple (Instr. # 2013-2294) South 64 degrees 40 minutes 55 seconds East for a distance of 960.88 feet to a point in the centerline of the Stuart Road, said course passing over a 5/8" rebar set 25.85 feet east of the centerline of the East Road and a 5/8" rebar set 28.62 feet west of the centerline of the Stuart Road; <i>THENCE</i> along the centerline of the Stuart Road the following courses and distances: 1) South 55 degrees 26 minutes 55 seconds West for a distance of 332.06 feet to a point; 2) South 52 degrees 32 minutes 45 seconds West for a distance of 587.61 feet to a point in the centerline of the Stuart Road, said point being the southeasterly corner of Ted J. White; <i>THENCE</i> North 02 degrees 20 minutes 40 seconds West along the east bounds of White for a distance of 15.49 feet to a 5/8" rebar set on the easterly top of bank of Allen Brook; <i>THENCE</i> northerly along the easterly top of bank of Allen Brook +/- 410 feet to a 5/8" rebar set, said rebar marking the northeast corner of White; <i>THENCE</i> on the north bounds of White and the southerly bounds of Whipple South 87 degrees 43 minutes 35 seconds West for a distance of 232.86 feet to the point of beginning, said course passing over a 5/8" rebar set 25.19 feet east of the centerline of the East Road. CONTAINING 10.00 Acres of land as surveyed by Langdon Land Surveying on June 17, 2013.</p> <p>Together with and subject to covenants, easements, and restrictions of record, and subject to any rights the public may have within the right-of-way of said roads.</p> <p>All bearings are based on the Magnetic North 2013. BEING a portion of the same premises as transferred to Grantor by Dana K. Foote, Jr. by deed dated April 9, 2013 and recorded in the Franklin County Clerk's office on April 26, 2013 at document number 2013-2294.</p>				
Robert A. Johnston and Joan B. Johnston, husband and wife	<p>A. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin, and State of New York, Being part of Lot No. 46, in the General Division of Township Number Seven, of the Old Military Tract, beginning sixty two rods east of the northwest corner of said Lot, and running from thence south sixty two rods; thence west sixty two rods to the west line of said Lot; thence south on the west line of said Lot seventy rods and eight links; thence east one hundred one rods and twenty links; thence north one hundred and thirty three rods and eight links to the north line of said Lot; thence west on said north line of said Lot to the place of beginning, containing sixty one acres of land.</p> <p>EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, Franklin County, New York; BEGINNING at a point 1,120 feet easterly from the Northwest corner of Lot #46, which point is on the northerly boundary of Lot #46; thence southerly at right angles to the said Lot line, a distance of 313 feet to a point; thence easterly a distance of 208.7 feet to a point; thence northerly, parallel with the easterly line of Lot #46 a distance of 313 feet to the northerly line of Lot #46; thence westerly, parallel with the southerly boundary of the land conveyed herein, a distance of 208.7 feet to the point or place of beginning containing 1.5 acres of land, be the same more or less.</p> <p>EXCEPTING AND RESERVING lands now or formerly of Roy and Mildred Gillett, Liber 442 at p. 271</p> <p>B. ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Burke, County of Franklin and State of New York, and bounded and described as follows: On the north by the highway leading from Malone in Chateaugay and known as the North Road; and by lands formerly owned by Nathan Mason and by Spencer Lewis; on the west by lands formerly owned by Nathan Mason and by Spencer Lewis; and by the east line of the north and south road; on the south by lands of Edward Kane (formerly); and on the east by lands of Edgar Pekar, containing fourteen acres of land, more or less, and being the same premises formerly owned by John D. Young.</p> <p>ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin, and State of New York, and more particularly described as follows:</p> <p>Burke, Town of O.M.T., Twp. #7 Outside Village Lot #46 Dupree, Louis J. Rt. 11, S. Lot, 1A Bounded N. by Rt. 11; E. by Johnston; S. by Johnston; W. by Ketchum Rd.</p>	Land Lease and Solar Easement	March 22, 2019	April 19, 2019	2019-1713

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	<p>The second parcel being the same premises conveyed by the County of Franklin to Louis J. Dupree, by deed dated December 15, 1975 and recorded December 18th, 1975.</p> <p>EXCEPTING AND RESERVING a water right decded by Carl Gillett, Bernice Witherill and Allan Gillett to Thelma Johnston, by Deed dated March 4th, 1949, and described therein as follows: "All of their right, title and interest in and to the water line now leading from a certain spring located on the lands owned by the above parties in common, in the Town of Durka, being a sixty one acre parcel of land and a fourteen acre parcel of land, as described in a deed thereof recorded in Franklin County Clerk's Office, in Liber 155 of Deeds at Page 517, and in Liber 158 of Deeds, at Page 201, across said land and extending to a parcel of land owned by the party of the second part on the westerly side of said sixty one acre parcel and said fourteen acre parcel, including the pipes, with the right in the said Thelma Johnston, her heirs or assigns, to go upon said land when necessary to make necessary repairs to said line or to clean out said spring, with the right to take water through said water line without interference from any one, as said water is being conveyed at the present time. The parcel of land owned by the party of the second part, to which said water is conveyed, is the parcel of land described in a Deed to Thelma Johnston from Daniel Gillett and Nellie F. Gillett, dated Sept. 8th, 1936. It being the intention of the parties of the first part that the easement and grant herein conveyed shall run with the land owned by the said Thelma Johnston, her heirs or assigns forever, and that the sixty one acre parcel of land and fourteen acre parcel above referred to shall be subject to said easement or grant forever."</p> <p>EXCEPTING AND RESERVING from the above described premises a parcel of one-fourth acre of land, decded by Daniel and Nellie Gillett to Thelma Johnston, by Deed dated Sept. 8th, 1936 recorded at Liber 290 at p. 219; and also a parcel of about one acre of land, decded by Nellie Gillett to Roy Gillett, by Deed dated October 26, 1932, recorded in Franklin County Clerk's Office, Dec. 21, 1934, in Liber 213 of Deeds, Page 510, together with a water right-of-way to a three-fourths inch pipe line leading across the lower end of the premises conveyed herein, to the mainline, with the right to repair and maintain the same, for the benefit of the said Roy Gillett, his heirs or assigns.</p> <p>EXCEPTING AND RESERVING lands now or formerly of Bonnie L. Safford and Floyd N. Safford, Liber 658 at p. 327.</p> <p>EXCEPTING AND RESERVING lands now or formerly of Bonnie L. Safford and Floyd N. Safford, Liber 550 at p. 82.</p> <p>EXCEPTING AND RESERVING lands now or formerly of Bonnie L. Safford and Floyd N. Safford, Liber 713 at p. 317.</p>				
Kayaplat Corporation, a New York Corporation	<p>A PORTION OF ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, county of Franklin, State of New York, described in a deed from Apollo Equities, Inc. to Matthew A. Vassallo and recorded in Liber 447 of Deeds at Page 1151 in Franklin County Clerk's Office and more particularly described as follows: BEGINNING at a point in the center of the highway known as Route 11 at the Southwest corner of the premises above referred to; running thence Northerly along the Westerly bounds of said premises a distance of approximately 2,490 feet to the shore of Chateaugay River; running thence easterly along the shore of said Chateaugay River as it winds and turns to a point, which point, is 500 feet east of the first above described course measured at right angles therefrom; running thence southerly parallel to the first above described course and 500 feet therefrom, to the center of Route 11; running thence westerly along the center of Route 11, a distance of 500 feet to the point or place of beginning, containing all the land within said bounds</p> <p>EXCEPTING and RESERVING a strip of land off the southwest corner of the above described property 50 feet by 200 feet sold to New York State Electric and Gas Co.</p> <p>FURTHER EXCEPTING AND RESERVING rights of way and easements to the New York Telephone Co., New York State Electric and Gas Co., and New York State Department of Transportation.</p> <p>BEING the same premises conveyed in a deed by Tradex Marketing, Inc. to Dipl.-Ing. Hans-Erich Heintzen and Margrit Heintzen, his wife, dated October 2, 1975 and recorded in the Office of the Franklin County Clerk in Liber 475 of Deeds at Page 584.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being that part of Lot No. 56,, Township No. 7, O.M.T. bounded and described as follows: BEGINNING in the south line of said Lot 50 rods east from the southwest corner thereof, running from thence north parallel with the west line of said Great Lot 160 rods; thence east 50 rods; thence south parallel with the west line of said Great Lot 160 rods to the south line of said Great Lot and from thence west in the said south line to the place of beginning, containing 50 acres of land, or less.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid, and being that part of Lot No. 56, Township No. 7, O.M.T., bounded and described as follows: BEGINNING at the southwest corner of said Great Lot and running from thence north in the west line of 160 rods; thence east 50 rods; thence south 160 rods parallel with</p>	Land Lease and Solar Easement	September 3, 2019	October 16, 2019	2019-4797



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	<p>the west line of said Great Lot to the south line thereof; thence west in said south line 50 rods to the place of beginning containing 50 acres of land, more or less.</p> <p>BEING the same premises deeded by Michael G. Higgins, Margaret Higgins, William W. Dwyer and Mary E. Dwyer to Frank P. Douglas by deed October 18, 1920, recorded in Franklin County Clerk's Office in Liber 170 of Deeds at Page 268.</p> <p>EXCEPTING and RESERVING from the above-described premises, however, the following described premises: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, Franklin County, New York, being part of Lot #56, Township No. 7, O.M.T. beginning at a point in the north bounds of N.Y. State Route #11 designated by a State Concrete marker located approximately 25 feet westerly of a driveway as now (1969) in use in connection with this reserved parcel; running thence north at right angles to said N.Y. State Route #11 a distance of 175 feet more or less to a stake; thence running easterly 175 feet to a stake; thence running southerly 175 feet to a concrete marker in the north bounds of N.Y. State Route #11; thence running westerly in the north bounds of said N.Y. State Route #11 - 175 feet to the place of beginning, together with the right, privilege and easement of draining water upon premises located northerly of this reserved parcel from a cellar drain as now existing.</p> <p>BEING the same premises conveyed by Frank P. Douglas and Anna E. Douglas to Francis X. Reschke and Meta J. Reschke, by deed dated August 5, 1969 and recorded in the Franklin County Clerk's Office in Liber 444 of Deeds at Page 376.</p> <p>EXCEPTING AND RESERVING a Pole Line Easement from Frank P. Douglas and Anna E. Douglas to Plattsburgh Gas and Electric, dated December 10, 1926 and recorded December 10, 1926 in Liber 191 of Deeds at Page 580.</p> <p>EXCEPTING AND RESERVING a Warranty deed from Frank P. Douglas and Anna E. Douglas to New York State Electric and Gas Corp., dated October 7, 1947 and recorded May 27, 1948 in Liber 277 of Deeds at Page 395.</p> <p>EXCEPTING AND RESERVING Tree clearing permit from Frank P. Douglas and Anna E. Douglas to New York State Electric and Gas Corp., dated July 9, 1953 and recorded July 14, 1953 in Liber 332 of Deeds at Page 385.</p> <p>EXCEPTING AND RESERVING a Warranty deed from Frank P. Douglas and Anna E. Douglas to New York State Electric and Gas Corp., dated June 22, 1953 and recorded July 14, 1953 in Liber 332 of Deeds at Page 489.</p> <p>EXCEPTING AND RESERVING a Pole Line Easement from Frank P. Douglas and Anna E. Douglas to New York Telephone Co. dated July 10, 1967 and recorded December 14, 1967 in Liber 438 of Deeds at Page 367.</p> <p>EXCEPTING AND RESERVING a Pole Line Easement from Frank P. Douglas and Anna E. Douglas to New York State Electric and Gas Corp., dated November 2, 1967 and recorded January 2, 1968 in Liber 438 of Deeds at Page 606.</p> <p>EXCEPTING and RESERVING Highway Appropriation from Frank P. Douglas and Anna E. Douglas to State of New York, dated December 18, 1967 and recorded December 18, 1967 in Liber 438 of Deeds at Page 440.</p> <p>BEING THE SAME PREMISES conveyed by Francis X. Reschke and Meta J. Reschke, his wife, to Dipl.-Ing. Hans-Erich Heintzen and Margrit Heintzen, his wife, by Warranty Deed dated February 18<sup>th</sup>, 1976 and recorded in the Franklin County Clerk's Office April 15, 1976 in Liber 476 of Deeds at Page 915.</p> <p>SUBJECT TO any and all easements, rights exceptions, covenants, obligations or conditions of record.</p>				

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Craig S. LaBare and Lynne M. LaBare, husband and wife; Ryan D. Labare, a single person	<p><b>ALL THAT TRACT OR PARCEL OF LAND</b>, situate in the Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows: BEING part of Great Lot No. 55, Township No. 7, Old Military Tract, being the third parcel described in a deed dated July 11, 1942, from Hazel D. Wood to Archie Vaincourt and Irene Vaincourt, recorded in Franklin County Clerk's Office, August 11<sup>th</sup>, 1942, in Liber 235 of Deeds at page 325, and described in said Deed as follows: "Also another small piece of lance (sic) on the south side of the road known as the orchard opposite the house and bounded on the east, south and west by land of J.E. Stewart, and containing about one-half acre of land, more or less. "Also all that OTHER TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin and State of New York, being part of Great Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the center of the highway running east and west, at the southwest corner of Bradley Grimshaw's land; running thence westerly along the center of said highway two hundred fifty feet to a stake; thence northerly one hundred fifteen feet to a stake; thence easterly parallel to said highway two hundred fifty feet to a stake in said Bradley Grimshaw's west line; thence southerly along said Grimshaw's west line ninety feet to the place of beginning, containing all the land within said bounds.</p> <p>Being the same lands and premises deeded Walter F. Brockway and Mary E. Brockway, his wife by Floyd J. Whitney and Emma L. Whitney, his wife, by deed dated October 21, 1954 and recorded in the Franklin County Clerk's office December 7, 1954 in Liber 342 of Deeds at Page 55.</p> <p>ALSO ALL THOSE TRACTS AND PARCELS OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York and being parts of Lot No. 55, Township No. 7, O.M.T. and being the same premises conveyed by Hazel Dow Wood to Archie Vaincourt and Irene Vaincourt, his wife, as Tenants by the entirety, by deed dated July 11, 1942, recorded in Franklin County Clerk's Office on August 11, 1942 in Liber 235 of Deeds at page 325, to which deed and the records thereof reference is hereby made for a more particular description.</p> <p>EXCEPTING AND RESERVING THEREFROM all those tracts or parcels of land conveyed by Archie Vaincourt and Irene Vaincourt to Floyd Whitney and wife in 1946 which said exception contains about one acre of land, more or less.</p> <p>The premises remaining herein and conveyed by their conveyance consist of about 35 acres of land, more or less.</p> <p>Being the same premises described in a deed from LaHart to Oaks recorded in Liber 530 of Deeds at Page 648.</p> <p>Included within the above lands is the following parcel, (i.e. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chateaugay, County of Franklin, State of New York, being a part of Great Lot No. 55, Township No. 7, Old Military Tract and bounded and described as follows: commencing at the centerline intersection of the Stuart Road with the Lewis Road, thence southwesterly 1,095 feet along the center of the Stuart Road to the point or place of beginning; thence North 17 degrees 30 minutes West, 600 feet to a point; thence South 72 degrees 30 minutes West, 250 feet to a point; thence South 17 degrees 30 minutes East, 600 feet to a point; said point being in the center of the Stuart Road; thence North 72 degrees 30 minutes East, 250 feet along the center of the Stuart Road to the point or place of beginning; Containing 3.444 acres of land.</p> <p>Being a part of the premises conveyed to Thomas F. and Trudy LaHart by Francis E. and Janice M. Roy by a deed dated August 11, 1972 and recorded in Liber 458 of Deeds at Page 899 in the Franklin County Clerk's Office.</p> <p>Together with and subject to any easements, exceptions, rights, privileges, obligations, covenants and conditions of record.</p> <p>Being the same premises conveyed by a deed from Archie Vaincourt and Irene Vaincourt of RFD, Chateaugay, New York to John A. Soucia and Beatrice Soucia, his wife, by deed of February 14, 1948 and recorded in the Franklin County Clerk's Office on February 20, 1948 in Liber 273 of Deeds at Page 565.</p> <p>Being the same premises conveyed to Francis Roy and Janice Roy, his wife, by deed dated April 4<sup>th</sup>, 1969 and recorded in the Franklin County Clerk's Office in Liber 443 of Deeds at Page 440.</p> <p>The aforesaid 3.444 acre parcel was conveyed by LaHart to Oaks by deed recorded in Liber 530 of Deeds at Page 641.</p> <p>Excepting and reserving ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, State of New York, being in Great Lot 55, Township 7, Old Military Tract and bounded and described as follows: Commencing at a point in the centerline intersection of said Stuart Road and Lewis Road, thence southwesterly along the centerline of said Stuart Road, 1090.60 feet to a point and thence the Point or Place of Beginning, thence South 61 degrees 18 minutes 54 seconds West, 257.00 feet along the centerline of said old road to a point; thence North 10 degrees 03 minutes 06 seconds West, 608.36 feet through the lands of Susan Oakes (Liber 530 Page 651) to an iron rod set, said course passing over an</p>	Land Lease and Solar Easement	April 15, 2019	November 18, 2019	2019-5367



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	<p>Iron rod set 26.12 feet northerly from said centerline; thence South 88 degrees 16 minutes 36 seconds East, 336.84 feet through the lands of Oakes (Liber 530 Page 651) and Oakes (Liber 530 Page 648) to an iron rod set in a stone wall and fence line in the westerly line of Wilton &amp; Frances Eldridge (Liber 440 Page 42); thence South 00 degrees 37 minutes 18 seconds West, 465.56 feet along a stone wall and fence line in the westerly line of said Eldridge to the point of beginning, said course passing over an iron rod set 28.38 feet northerly from said centerline. Containing 3.500 acres of land as surveyed by Haynes and Smith Associates, Professional Land Surveyors, during July of 1993.</p> <p>Being a portion of two separate deeds conveyed to Susan Oakes by Thomas P. &amp; Trudy A. LaHart dated June 26, 1987 and recorded in the Franklin County Clerk's Office in Liber 530 of Deeds at Page 648 and Liber 530 of Deeds at Page 651.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, bounded and described as follows: BEING a part of Great Lot No. 55, Township No. 7, Old Military Tract, being the third parcel described in a deed dated July 11, 1942, from Hazel D. Wood to Archie Vaincourt and Irene Vaincourt, recorded in Franklin County Clerk's Office, August 11, 1942, in Liber 235 of Deeds at Page 325, and described in said Deed as follows: "Also another small piece of lance (sic) on the south side of the road known as the orchard opposite the house and bounded on the east, south and west by land of J.E. Stewart, and containing about one-half acre of land, more or less.</p> <p>Being a portion of the premises conveyed to Susan Oakes by Thomas P. &amp; Trudy A. LaHart by deed dated June 26, 1987 and recorded in the Franklin County Clerk's Office in Liber 530 of Deeds at Page 648.</p> <p>Further excepting and reserving the usual utility easements and the rights of the public in and to the streets and highways.</p> <p>BEING the same premises described in a deed from Susan C. Minnie, also known as Susan Oakes, to Chad J. Taylor and Shann E. Taylor, by Warranty Deed recorded in the Franklin County Clerk's Office on May 28, 2002 in Liber 802 of Deeds at Page 93.</p>				
L. Alan Lobdell and Jessica H. Lobdell, husband and wife	<p>ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 55, Township No. 7, in the Town of Chateaugay, County of Franklin, State of New York, and bounded and described as follows: BEGINNING in the center of the road running northeasterly by said Atwater's to Hiram Sheldon; running from thence N. 70 degrees E. along the center of said road from said Sheldon's east line 10 chains, 39 links, to the west line of the Brainard or mill lot; thence south 3 degrees 45 minutes west in said line to Ephraim Smith's north line; thence westerly in said line 6 chains and 66 links to a stake in the northwest corner of E. Smith's land; thence southerly to Luther H. Smith's north line; thence westerly in said L. H. Smith's line 12 chains and 9 links to land now owned by Abram Jillet; thence northerly to the south line of land formerly owned by Lydia Ann Bell; thence easterly in said line 6 chains and 25 links to a stake and stones in the southeast corner of said land; thence northerly in the line of said land and east line of land owned by Lamson Atwater 27 chains and 85 links to the southwest corner of Hiram Sheldon's land; thence in an easterly or northeasterly direction in the south line of said Sheldon's lot 3 chains and 67 links to the southeast corner of said Sheldon's lot; thence in a northwesterly direction in the east line of Sheldon's lot 1 chain and 95 links to the place of beginning, containing 50 acres of land, be the same more or less. EXCEPTING and reserving therefrom the family burying ground two rods square. Being the same premises deeded to Samuel Stuart and others, by deed recorded in Franklin County Clerk's Office on July 9th, 1853, in Vol. 20, page 666.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, State of New York, and being a part of Lot No. 55, Township No. 7, Old Military Tract, bounded as follows: BEGINNING in the center of the highway running nearly east and west through said Lot 55, 125 rods west of the east line of said lot; from thence south parallel to the east line of said lot to land owned and occupied by Samuel Stuart; thence west parallel to the north line of said lot 25 rods; thence north parallel to the east line of said lot to the center of the aforesaid highway; thence easterly in the center of said highway 25 rods to the place of beginning, supposed to contain about 18 acres of land, be the same more or less, within the said boundaries. Being the same premises deeded to Samuel Stuart by deed recorded December 5, 1879, in Liber 62 of Deeds at page 594.</p> <p>ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate lying and being in the Town of Chateaugay aforesaid, and being a part of Lot No. 55, and bounded as follows, viz: BEGINNING on the north side of said lot and in the center of the highway running from Brynton Hollow to Thayer's Corners, and on the east line of Azenath Mott's farm, and running thence south in said Azenath Mott's east line about 58 rods to the piece of land heretofore deeded to Charlotte E. Paul by Azenath Foss; thence west on said Charlotte E. Paul's north line about 42 1/2 rods to the center of the highway; thence easterly in the center of the highway to the place of beginning, containing all the land within said boundaries, be the same more or less. Being the same premises</p>	Land Lease and Solar Easement	March 25, 2019	April 19, 2019	2019-1719



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	<p>deeded to Judson Stuart by Asterath Mott by deed recorded in the Franklin County Clerk's Office September 8, 1884, in Vol. 80 of Deeds at page 69.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay aforesaid, being part of Great Lot No. 55 in Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the south line of land heretofore owned by Asterath Mott at the southwest corner thereof in the center of the highway, running thence east in the south line aforesaid 12 chains and 50 links to the southeast corner of said lands, thence north in the east line thereof two chains and 60 1/2 links; thence westerly parallel with the south line 10 chains and 30 links to the center of the highway, thence southwesterly along the center of the highway to the place of beginning, containing 3 acres of land. Being the same premises deeded to Judson E. Stuart by Charlotte E. Paul by deed recorded in Franklin County Clerk's Office Nov. 1, 1888, in Liber 87 of Deeds at page 376.</p> <p>EXCEPTING and reserving from the above described several parcels of land certain water rights heretofore deeded by the heirs of Judson E. Stuart.</p> <p>ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York and being that part of Great Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the south line of said lot at a point 40 chains east of the southwest corner thereof; running thence north parallel with the west line 40 chains, thence east parallel with the south line of said lot to the line Ephraim Smith's land, thence south parallel with the west line of said lot to the south line of said lot; thence west in said south line to the place of beginning containing 100 acres more or less.</p> <p>ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of Chateaugay and Burke, County of Franklin, State of New York, and being part of Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows: BEGINNING in the center of the highway running northeast and southwest, at Frank Woods east line on the south side of the road; thence south to his north line on the south side of the road; thence east to Frank Woods east line; thence south to Douglas' north line; thence east to Douglas' line to land owned by Samuel Stuart; thence north in Stuart's line and west to the center of the highway and thence west in the center of the highway to place of beginning.</p> <p>Recites: Portion of a larger tract set forth at Liber 213, page 229, and being all that portion of said tract lying on the south side of highway containing 21 1/2 acres.</p> <p>EXCEPTING from the premises hereby conveyed and SUBJECT to any and all electric, telephone and communication easements and RESERVING any portion of the lands conveyed hereby lying within the bounds of any public highway.</p> <p>EXCEPTING FROM THE ABOVE DESCRIBED LANDS, lands conveyed by Wilton B. Eldridge and Frances L. Eldridge to Arden Douglas and Sally Ann Douglas by Warranty Deed dated December 6, 1968 and recorded December 6, 1968 in the Office of the Franklin County Clerk's Office in Liber 442 of Deeds at page 234 which are described as follows:</p> <p>ALL THAT TRACT OR PARCEL OF LAND situate in Lot 55, Township No. 7, Town of Chateaugay, County of Franklin, State of New York and more particularly described as follows: COMMENCING at a point in the center line of the Stuart Road, so-called, which is 219 feet westerly from the intersection of the center lines of the said Stuart Road and the Lewis Road; running thence northerly in a line perpendicular to the center line of said Stuart Road, 48 feet to its point; running thence westerly in a line parallel with the center line of the Stuart Road, 21 feet to a point; running thence southerly in a line parallel with the first course herein, 48 feet to the center line of the Stuart Road; running thence easterly along the center line of said Stuart Road, 21 feet to the point or place of beginning, containing all the lands within said bounds, be the same more or less, it being a small plot of land on which is erected a wellhouse.</p> <p>ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in said Great Lot No. 55, Town of Chateaugay, County of Franklin and State of New York, and more particularly bounded and described as follows: COMMENCING at a point in the center line of Stuart Road, so-called, which is 134 feet westerly from the east line of premises of first parties lying southerly of said Stuart Road; running thence westerly along the center line of said Stuart Road, 112 feet to a point, running thence southerly in a line perpendicular to the center line of said Stuart Road, 234 feet to a point; running thence easterly in a line parallel with the center line of said Stuart Road, 167 feet to a point; running thence northeasterly 32 feet to a point which is 219 feet southerly from the point or place of beginning in a line parallel with the second course herein; running thence northerly to the point or place of beginning, containing all the lands within said bounds, be the same more or less, and being lot with a house thereon.</p> <p>SUBJECT TO a Pole Right of Way from Gardner N. Stuart to Mountain Home Telephone Co. dated October 27, 1916 and recorded November 4, 1916 in the Franklin County Clerk's Office in Liber 156 of Deeds at page 297.</p> <p>SUBJECT TO a Pole Line Easement from Bradley Grimshaw and Mrs. Bradley Grimshaw to New York State Electric &amp; Gas Corporation dated August 14, 1944 and recorded April 12, 1944 in the Franklin County Clerk's Office in Liber 275 of Deeds at page 449.</p> <p>SUBJECT TO a Communications Agreement from Norman Roulston to New York Telephone Company dated April 12, 1962 and recorded July 5, 1962 in the Franklin County Clerk's Office in Liber 407 of Deeds at page 131.</p> <p>SUBJECT TO an easement to New York State Electric &amp; Gas Corporation from Wilton Eldridge and Frances Eldridge dated December 22, 1970 and recorded in the Franklin County Clerk's Office in Liber 451 of Deeds at page 354.</p> <p>FURTHER EXCEPTING ALL THAT TRACT OR PARCEL OF LAND being part of Lot No. 55, Township No. 7, in the Town of Chateaugay, County of Franklin and State of New York and bounded and described as follows: COMMENCING at a point in the centerline of the Stuart</p>				

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	<p>Road, so-called, said point being the Northeast corner of lands and premises owned by party of the first part, Frances I. Eldridge, thence proceeding in a Southwesterly direction along the centerline of the said Stuart Road a distance of 134 feet to a point, said point being the Northeast corner of the second parcel of land conveyed by Ardon &amp; Sally Ann Douglas to John M. &amp; Linda J. Martin by deed dated March 11, 1983 and recorded in the Franklin County Clerk's Office on March 11, 1985 in Liber 518 of Deeds at page 352; thence proceeding in a Southerly direction along the East boundary of the said Martin property a distance of 219 feet to a point, thence proceeding in a Southwesterly direction a distance of 32 feet to a point on the South boundary of the said Martin property; thence proceeding in a Westerly direction in a line parallel with the centerline of the said Stuart Road a distance of 167 feet to the Southwest corner of the said Martin property, thence proceeding in a Northerly direction along the West boundary of the said Martin property a distance of 234 feet to a point in the center of the said Stuart Road, said point being the Northwest corner of the said Martin property; thence proceeding in a Southwesterly direction along the center of the said Stuart Road a distance of 400 feet, more or less, to lands and premises referred to as the "orchard lot" reputedly owned by Anna Sieminski by a deed recorded in the Franklin County Clerk's Office in Liber 674 of Deeds at page 301; thence proceeding in a Southerly direction along the East bounds of the said "orchard lot" and an extension thereof a distance of 205 feet to a point; thence proceeding in an Easterly direction in a line parallel with the said Stuart Road a distance of 287 feet to a point; thence proceeding in a Southeasterly direction a distance of 300 feet more or less to a point, said point being located 170 feet West of the East boundary of premises owned by party of the first part, Frances I. Eldridge, thence proceeding in an Easterly direction a distance of 170 feet to the East bounds of the said Eldridge property; thence proceeding in a Northerly direction along the East boundary of the said Eldridge property a distance of 735 feet to the point or place of beginning, containing all the lands within said bounds.</p> <p><b>EXCEPTING AND RESERVING ALL THAT TRACT, PIECE OR PARCEL OF LAND,</b> situate in the Town of Chateaugay, County of Franklin and State of New York and being part of Grant Lot 55 and more particularly described as follows:</p> <p><b>BEGINNING</b> at a point in the southeast corner of a one hundred (100) acre parcel of land known as Parcel 11 in a deed from Production Credit Association of Malone, New York to Wilton B. Eldridge and Frances I. Eldridge, his wife dated and recorded June 13, 1968 in Liber 440 of Deeds at Page 42, said point also being the southwest corner of a parcel of land conveyed to John K. Swenson by deed recorded in the Franklin County Clerk's Office in Liber 642 of Deeds at Page 161 and said point is located in the northern bounds of US Route 11 running thence northerly along the eastern property line of Eldridge aforesaid 525 feet to a point, running thence westerly along a course parallel to the northern boundary of US Route 11, 165 feet to a point; running thence southerly along a course parallel to the eastern boundary of the Eldridge parcel aforesaid 525 feet more or less to a point on the northerly boundary of US Route 11; running thence easterly along the northern bounds of US Route 11, 165 feet more or less to the point and place of beginning containing all the lands within said bounds be the same more or less.</p> <p><b>BEING</b> part of the premises conveyed to L. Alan Lobdell and Amanda Lobdell, his wife, by Warranty Deed from Frances I. Eldridge dated December 18, 1958 and recorded January 22, 1999 in Liber 715 of Deeds at Page 266.</p> <p>The Grantee herein her heirs and assigns shall have the right in common with the grantor their heirs and assigns to take water from a drilled well located on property adjacent to the lands conveyed herein with the right of ingress and egress upon the lands of the grantor for the purpose of maintaining said drilled well and any water works and or pipeline connected thereto. The grantor their heirs and assigns and the grantee her heirs and assigns shall be responsible for the maintenance of that portion of the pipeline and water works to their respective properties and shall share equally the cost of maintenance and repair of any portion of the well, waterworks, and pipeline jointly used. This right shall run with the land.</p> <p><b>BEING</b> a portion of the premises described in a deed from Frances I. Eldridge, individually and as surviving tenant by the entirety with Wilton B. Eldridge, deceased, to L. Alan Lobdell and Amanda Lobdell, his wife, by Warranty Deed recorded in the Franklin County Clerk's Office on January 22, 1999 in Liber 715 of Deeds at Page 266.</p> <p><b>(Former Komlars property)</b></p> <p><b>ALL THAT TRACT OR PARCEL OF LAND</b> situate in the Town of Burke, Franklin County, New York, and being all that part of the George E. Witherell farm in said Town, situate on the north side of the State Highway running from Malone to Chateaugay, and bounded on the south by said Highway, on the east by the farm of Mildard Douglas, on the north by the Highway running from the School House at Tlayers Corners to Brynton Hollow, and on the west by the premises of T.O. Young and Charles Oray. Being all that part of the George E. Witherell farm in said Town situate on the north side of the Highway (being Highway No. 11).</p> <p><b>EXCEPTING AND RESERVING</b>, all that part of the following described premises included in the premises heretofore described: <b>ALL THAT TRACT OR PARCEL OF LAND</b>, situate in the Town of Burke, County of Franklin and State of New York, bounded and described as follows: <b>BEGINNING</b> at the southeast corner of the parcel of land formerly owned by Leon Cowan and James White which parcel was this dated deeded to Russell K. Dechambeau, said point of beginning being the southeast corner of said parcel after excepting out therefrom the parcel deeded to Howard Hunter by said Ernest Nephew and Daniel Moore which deed is recorded in the Franklin County Clerk's Office in Liber 346 of Deeds at Page 519 running thence easterly along highway #11, sixty-one feet; thence northerly parallel to the east line of said parcel above referred to about twenty feet; thence northwesterly about sixty-seven feet to the northeast corner of the remainder of said parcel deeded this day to the said Russell Dechambeau; thence south along the east line of said parcel so deeded to Russell Dechambeau about fifty feet and nine inches to the southeast corner thereof, the place of beginning, and highway #11, aforesaid.</p> <p><b>ALSO EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND</b>, situate in the Town of Burke, County of Franklin, State of New York, and more particularly described as follows: <b>BEGINNING</b> at a point which is 12 rods 8 feet east to the southwest corner of lands</p>				



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	<p>owned by Howard Hunter, (formerly) said point being on New York State Route #11; thence from said point northerly 8 rods; thence east 15 rods; thence south 8 rods to the highway thence back to the place of beginning along said highway.</p> <p>EXCEPTING AND RESERVING, AND SUBJECT TO only the following easements, licenses and restrictions of record: 1) a right of way granted by Howard J. Hunter to Northern New York Telephone Company by instrument recorded December 6, 1929, in Liber 200 at page 416; 2) a right of way granted by Donald and Warren Hunter to New York Telephone Company by instrument recorded December 14, 1968, in Liber 438 of Deeds at Page 390; 3) an easement granted by Donald Hunter and Warren Hunter to New York State Electric and Gas Corporation by instrument recorded December 5, 1967, in Liber 438 of Deeds at Page 410; 4) lands and a drainage easement appropriated by the State of New York by Notice of Appropriation recorded May 13, 1968, in Liber 439 of Deeds at Page 426.</p> <p>Being the same premises conveyed to Charles and Alice Paige by Vedora B. Hunter (Maloney) by deed dated August 6, 1976 recorded in the Franklin County Clerk's Office on August 6, 1976 in Liber 478 of Deeds at page 371.</p> <p>Being the same premises conveyed to William Kominers and Abbot Kominers by Charles F. Paige and Alice Paige by deed dated June 12, 1979 recorded in the Franklin County Clerk's Office on June 19, 1979 in Liber 492 of Deeds at Page 1189.</p> <p>EXCEPTING AND RESERVING THE, AND SUBJECT TO the rights of the public in and to the streets, highways and the usual utility easements.</p> <p>BEING the same premises described in a deed from William Kominers and Abbott Kominers to L. Alan Lobdell and Amanda Lobdell by Warranty Deed recorded in the Franklin County Clerk's Office on December 4, 2001 in Liber 790 of Deeds at Page 47.</p>				
<p>Sheridan H. O'Connor and Erin O'Connor, husband and wife; Sedrick J. O'Connor and Kimberly O'Connor, husband and wife; Jennifer A.E. O'Connor, a single person; Caroline M. O'Connor, a single person; Sacha O'Connor, a single person; Britney E. O'Connor a/k/a Britney E. Smith and Benjamin Smith, wife and husband; Warren R. O'Connor and Emily O'Connor, husband and wife; Savanna G. O'Connor, a single person; and Robert O'Connor and Elaine O'Connor, husband and wife</p>	<p>ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, being part of Great Lot No. 46, Township Number Seven, Old Military Tract, and bounded and described as follows: BEGINNING in the north line of said Lot at a point 42 chains east from the northwest corner of said Lot and running from thence south 33 chains and 32 links; thence east 22 1/2 chains; thence north to the north line of said Great Lot; and thence west in said Lot Line, 22 1/2 chains to the place of beginning.</p> <p>ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND adjoining the above and being a part of said Lot No. 46, and bounded and described as follows: BEGINNING at the northeast corner of the above described parcel and running thence south parallel with the west line of said Lot, 133 rods and 8 links; thence east 45 rods and 15 links; thence north 133 rods and 8 links; thence west 45 rods and 15 links to the place of beginning, containing in both the above described pieces about 113 acres of land.</p> <p>ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, being part of said Great Lot 46, and bounded and described as follows: BEGINNING at the east line of a part of said Lot No. 46, formerly owned by Warren Botsford, and later owned by James Cook and in the north line of the Railroad; and running thence easterly in the north line of the Railroad to the west line of a part of a part of said Lot Number 46 formerly owned by Obe Obed Rust Jr.; now all formerly owned and controlled by Philip Wilbur, and running thence north in Wilbur's west line to the south line of land formerly owned by John Day, about 17 rods; thence west along said Day's south line 64 rods to the northeast corner of said James Cook's land; thence south in said Cook's east line to the place of beginning, containing 11 &amp; 96/100 acres of land, more or less.</p> <p>ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND in the said Town of Chateaugay, and being a portion of said Lot Number 46, commencing in the north line or side of the Rutland R. R. Company land at the west line of the land formerly owned by Philip Wilbur, later by Sophronia Wilbur, running thence north to land owned by John C. Barnes; thence east along said Wilbur's north line to the east line of said Wilbur's land; thence easterly to the said Rutland Railroad Company's north line; thence southwest along the north line of said R. R. Co's line to the east line of said Wilbur's line; thence westerly along the north line of said R. R. Co's line to the place of beginning, containing all the land within said bounds. EXCEPTING that portion released, quitclaimed and conveyed by Alvin C. Dake Feb. 21, 1894 described as follows:</p>	Land Lease and Solar Easement	August 2, 2019	September 17, 2019	2019-4331

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	<p>"That said piece of land situate in the Town of Chateaugay, Franklin County, New York, being a part of Lot Number 46, Township No. 7, O.M.T., beginning at the east line of lands formerly owned by George Witherall, and running thence south in said line. 133 rods and 8 links; thence east in James Cook's north line 28 rods, 14 feet and 6 inches; thence north parallel with the west line 133 rods and 8 links; thence west 28 rods; 14 feet and 6 inches to the place of beginning, containing all the lands within said bounds, be the same more or less."</p> <p>ALSO EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin, State of New York, being part of Great Lot Number 46 of Township Seven, O.M.T., and bounded and described as follows: Beginning in the north line of said Great Lot Number 46 at a point 676 feet west of the northeast corner of premises deeded to Marian Barnes by Deed dated August 4, 1960 and recorded in Franklin County Clerk's Office in Liber 393 of Deeds, Page 362, running thence in a general westerly direction along said north line of Lot 46, 230 feet to a point; thence in a general southerly direction at right angles to said north line of Lot No. 46, 300 feet to a point; thence in a general easterly direction parallel to the said north line of Lot Number 46, 230 feet to a point; thence in a general northerly direction 300 feet to the place of beginning, containing all the lands within said bounds. Being part of the premises deeded to Marian Barnes by Deed dated August 4, 1960 and recorded in Franklin County Clerk's Office in Liber 393 of Deeds, Page 362.</p> <p>BEING the same premises deeded to Warren Hunter and Vedora Hunter, his wife, by deed dated September 27, 1971 and recorded in the Franklin County Clerk's Office in Liber 453 of Deeds at Page 1149.</p> <p>BEING the same premises deed to Robert O'Connor and Elaine O'Connor, his wife, by deed dated October 15, 1976 and recorded in the Franklin County Clerk's Office in Liber 479 of Deeds at Page 599.</p> <p>ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate, lying and being in the Town of Chateaugay, County of Franklin and State of New York, and more particularly described as follows: Being a strip of land, formerly right-of-way for railroad purposes of the Rutland Railway Corporation, now the Rutland Corporation, extending from the Burke-Chateaugay Town Line east to the west line of a section of right-of-way conveyed by the party of the first part to Walter Bilow and wife by deed dated July 14, 1967 and part of the right-of-way conveyed by the Rutland Corporation to the party of the first part by Deed dated June 23, 1967.</p> <p>BEING the same premises conveyed to Warren Hunter and Vedora Hunter, his wife, by Gerald Bova by Deed dated July 14, 1967 and recorded in the Franklin County Clerk's Office August 26, 1974 in Liber 469 of Deeds at Page 592.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin and State of New York, being part of Great Lot No. 87, Township No. 7, Old Military Tract and bounded as follows, to wit: BEGINNING in the south line of a piece of land heretofore deeded by Mary Brigham to Stanley W. Rust and designated as Lot 17 of an allotment made by T. T. S. Beman, Surveyor of said Lot No. 87 at a point eighty rods west from the southeast corner of a piece of land so deeded as aforesaid and running thence west in said south line to the southwest corner of said piece so deeded; thence north in the west line thereof to the northwest corner thereof and to the south line of land formerly owned by Chloe Case; thence easterly in said Case's south line to a point 80 rods west from the northeast corner of the said piece of land so deeded by the said Stanley W. Rust; thence south to the place of beginning, containing about 25 acres of land, more or less. EXCEPTING AND RESERVING one-half of the above described premises which was sold to Nomi Scott.</p> <p>BEING the same premises conveyed to Vedora Hunter by Vedora Hunter as Executrix of the Last Will and Testament of Warren Hunter by Deed dated September 18, 1974 and recorded in the Franklin County Clerk's Office September 23, 1974 in Liber 469 of Deeds at Page 1131.</p> <p>ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, Franklin County, New York, described as follows: In Great Lot Number 46 and bounded on the north by the State highway, on the east by premises of Kenneth Barnes, on the south by the premises of Clark Cook Estate, on the west by the premises of Gillets and supposed to contain fifty acres of land. A small part of this land may be situate in the Town of Chateaugay, State of New York in Great Lot Number 46.</p> <p>And being the same premises conveyed by the People's Trust Company of Malone, New York and Myron M. Badger, as Executors of the Last Will and Testament of Fred R. Badger, deceased, which Deed bears date of March 31<sup>st</sup>, 1943 and recorded in the Franklin County Clerk's Office on the 31<sup>st</sup> day of March, 1943 in Liber 237 of Deeds at page 161.</p> <p>BEING the same premises conveyed to Warren Hunter and Vedora Hunter, his wife, by Donald Hunter and Warren Hunter by Deed dated October 14, 1944 and recorded in the Franklin County Clerk's Office October 17, 1944 in Liber 243 of Deeds at Page 376.</p>				



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	<p>This Deed is made to take the place of a Deed previously made but lost prior to recordation.</p> <p>BEING the same premises conveyed to Robert O'Connor and Elaine O'Connor, his wife, by Vedora Hunter by Deed dated November 10, 1992 and recorded in the Franklin County Clerk's Office in Liber 584 of Deeds at Page 007.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin and State of New York, and known and distinguished as part of Lot No. 87, in the general division of Township No. 7 of the Old Military Tract, and bounded as follows: viz: Beginning in the center of the highway running east and west through said Lot at the corner where it meets the road running north and south from Jameson's line, so called, and running from thence east in the center of the highway to land formerly owned by Timothy Tryon; thence north in said Tryon's west line and parallel to the west line to land formerly owned by Seleh Wright; thence west in said Seleh Wright's south line to the center of the highway running north and south from Jameson's line, so called; and thence south in the center of said highway to said corner or place of beginning, containing all the lands within said bounds, and is ninety seven acres, more or less.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Burke, County of Franklin and State of New York, being a part of Lot No. 88 and bounded and described as follows: Commencing in the highway leading south from Canada or Jameson's line; so called, at the southeast corner of land formerly owned by J. R. Darling and running thence south in said highway seventeen chains and fifty links; thence west twenty chains; thence north seventeen chains and fifty links; thence east in J. R. Darling's south line twenty chains to the place of beginning, containing all the land within said bounds be the same more or less. Being the same premises described in a deed dated April 20, 1930 by Thomas J. Fitzpatrick, Referee, to Dorothy Vaughn, recorded in Franklin County Clerk's Office November 13, 1930 in Book No. 203 of Deeds at Page 264.</p> <p>BEING the premises deeded by Warren Hunter, Donald Hunter, Elizabeth Hunter, Ross Hunter, Helen Holcombe and Dorothy English, heirs at law and distributees of Mary V. Hunter to Warren Hunter, Donald Hunter and Elizabeth Hunter by deed dated May 18, 1968 and recorded in Liber 439 of Deeds at Page 1182. Intending to convey the grantor's one-half, undivided interest in the above property.</p> <p>BEING the same properties conveyed to Ross Hunter by Elizabeth Hunter by deed dated April 18, 1973 and recorded in Franklin County Clerk's Office on May 2, 1973 in Liber 462 of Deeds at Page 457.</p> <p>BEING the same premises conveyed to Robert O'Connor and Elaine O'Connor, his wife, by Kathleen Hunter, David Hunter and Susan Johnston by Deed dated June 22, 1994 and recorded in the Franklin County Clerk's Office in Liber 634 of Deeds at Page 175.</p> <p>EXCEPTING AND RESERVING to the parties of the first part, a life use in and to said above described property.</p>				
John G. Swanston and Shirley P. Swanston, husband and wife; John K. Swanston, a single person	<p>ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, and being part of Lot No. 46, Township Number Seven, Old Military Tract, bounded and described as follows: BEGINNING at the north line of said Lot No. 46, at the northeast corner of John Barnes land, formerly, and running thence east in the north line of said Lot No. 45, forty nine rods and twelve links; thence south parallel with said Barnes east line to the north bounds of the O &amp; L.C. Railroad; thence west in the north bounds of said Railroad to the east line of said Barnes land; and from thence north in said east line to the place of beginning, containing forty acres of land, more or less.</p> <p>ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, in said Town and being part of Lot No. 46, Old Military Tract, bounded and described as follows: BEGINNING at the northeast corner of said Lot No. 46, and running south thirty three chains and thirty two links; thence west to Plymton Mansil's land, formerly; thence north to the north line of said Lot; thence east along the north line of said Lot to the place of beginning.</p> <p>ALSO ONE OTHER PIECE OR PARCEL OF LAND, in said Town, being a part of Great Lot No. 45, and bounded as follows: COMMENCING at the southwest corner of said Lot No. 45 thence east in the north line of said Lot, twenty five rods; thence south one hundred and sixty rods; thence west to the line of the said Lot; and thence north in said west line to the place of beginning.</p> <p>ALWAYS EXCEPTING AND RESERVING THEREFROM, all the land within said bounds, lying south of the north line of the O. &amp; L.C. Railroad.</p>	Transmission Easement Agreement	October 7, 2019	October 25, 2019	2019-5045

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	<p>SECOND: EXCEPTING AND RESERVING forty acres of land sold off from the west side of the first above described piece of land by Albert S. Collins and Ann Eliza, his wife, and conveyed by Deed the north one-half part as twenty acres to Edmund Gillett; and the south one-half of twenty acres to Pymon Munsil, and afterwards sold and deeded by said Munsil to said Gillett. The premises with the above described exceptions said to contain forty five acres of land, be the same more or less.</p> <p>Being the same premises conveyed by Carrie A. Barnes to John C. Barnes by Deed dated April 24th, 1934, recorded in Franklin County Clerk's Office, May 7th, 1934, in Liber 212 of Deeds, at Page 179; and being the same premises conveyed by Henry L. Barnes as Executor of the last Will and Testament of John C. Barnes, to Arthur J. Durant and Gladys Durant, his wife, by Deed dated March 26, 1945, and recorded in Franklin County Clerk's Office March 26th, 1945, in Liber 245 of Deeds, at Page 54; and conveyed by Arthur J. Durant and Gladys Durant, his wife, to George R. Swanson by Deed dated Feb. 27th, 1951, and recorded in Liber 310 of Deeds, Page 249.</p> <p>Also being the same lands described in a Warranty Deed dated May 28, 1951, from George R. Swanson to Earl Warner, which deed is recorded in Franklin County Clerk's Office in Liber 310 of Deeds, Page 257; and conveyed by Earl M. Warner to Rayfield A. Foley by Deed dated August 16, 1951, recorded in Franklin County Clerk's Office, August 20th, 1951, in Liber 312 of Deeds, Page 429; and conveyed by Rayfield A. Foley to Rayfield A. Foley and Nellie Foley, his wife, by Deed dated July 5, 1961 and recorded in Franklin County Clerk's Office, July 17, 1961 in Liber 400 of Deeds, Page 372.</p> <p>BEING the same premises described in a deed from Nellie Foley, individually and as surviving spouse of Rayfield E. Foley, deceased, to John G. Swanson and Shirley P. Swanson, his wife, by Warranty Deed recorded in the Franklin County Clerk's Office on June 12, 1972 in Liber 457 of Deeds at Page 904.</p> <p>EXCEPTING AND RESERVING to the parties of the first part (John G. Swanson and Shirley P. Swanson), a life use in and to the above described premises.</p>				
John G. Swanson and Shirley P. Swanson, husband and wife	<p>THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County and State of New York and being a part of Grant Lot No. 55, Township No. 7, Old Military Tract, bounded and described as follows, to wit: BEGINNING in the south line of said Lot No. 55 at the southeast corner of land formerly owned by William Hammond, known as the Parks lot (which said Parks lot was later owned by Peter Lewis and is now owned by William W. Lewis); and running thence west in the south line of lot No. 55, 90 rods to land formerly owned by Nelson Douglas, later owned by Willard Douglas and now owned by Walter Koulstan; thence north in the east line of the Douglas land about 160 rods to the south line of land formerly owned by General Stuart and now owned by Stanley Grisham; thence east in said Stuart's south line to the southeast corner thereof; thence north to the south line of land formerly owned by Spencer Lewis later owned by Bertha Lewis and now owned by Donald Lewis; thence east in said Donald Lewis south line to the west line of the Parks lot above mentioned; thence south in the west line of the Parks lot to the place of beginning, containing 5 1/4 acres of land more or less.</p> <p>Being the same premises conveyed by Edmund Gillett and wife to William W. Lewis by deed dated January 5, 1910 recorded in Franklin County Clerk's Office on January 5, 1910 in Book 137 of Deeds at Page 527. And also the same premises deeded by William W. Lewis to William W. Lewis and Ellsworth Van Lewis and Mildred O. Lewis as joint tenants with right of survivorship by deed dated February 15, 1949 and recorded in the Franklin County Clerk's Office in Liber 286, page 127, the said William W. Lewis having died on the 29th day of June 1954.</p> <p>Being the same lands and premises conveyed to parties of the first part by Deed dated February 26, 1963 and recorded in the Franklin County Clerk's Office in Liber 411 of Deeds at Page 101.</p> <p>EXCEPTING AND RESERVING the following premises: BEGINNING at a point in the center of the highway known as Route 11 said point being located 90 feet west from the southeast corner of first parties premises said point being also the southwest corner of premises owned by Arlington Wood; thence proceeding in a northerly direction to the edge of the pavement and thence continuing northerly a distance of 185 feet to a point; thence proceeding in a westerly direction in a line parallel with the highway a distance of 360 feet to a point; thence proceeding in a southerly direction to the edge of the pavement a distance of 185 feet; thence continuing southerly to the center of the said highway; thence proceeding in an easterly direction along the center of said highway a distance of 360 feet to the point and place of beginning. Intending to reserve a parcel of land on which is located the house garden and well. The barn is located immediately west of the within reserved premises and is covered to parties of the second part.</p>	Transmissi on Easement Agreement	October 7, 2019	October 25, 2019	2019-5033



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William K. Wood and Brenda M. Whalen-Wood, husband and wife; Hamilton F. Wood, a single person	<p>ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, County of Franklin and State of New York, in Lot No. 46, Township 7 of the Old Military Tract, and being all the land formerly owned by Henry Green on Lot No. 46 lying on the north side of the railroad and deeded to Henry Green by John Montgomery and wife Nov. 6, 1865.</p> <p>EXCEPTING 1 1/2 acres of land heretofore sold by Henry Green to Hiram Witherell;</p> <p>EXCEPTING 2-88/160 acres of land conveyed by James Cook and wife to Frank Nichols by deed dated Apr. 21, 1894.</p> <p>ALSO ALL THAT OTHER STRIP OR PIECE OF LAND, situate in said Town of Burke, in said Lot No. 46, and lying immediately on the south side of the railroad, bounded and described as follows: COMMENCING at the west side of a culvert through which the brook passes under the railroad on the farm formerly owned by Henry Green, running thence south 21 feet, thence easterly in a line parallel with the railroad fence to the foot of the hill and corner of the James Cook land (formerly), leaving a lane 21 feet wide and also all the land further east of said lane and corner formerly owned by Henry Green, being the side hill and a portion on top of said hill, containing in all about 1 1/2 acres of land, be the same more or less.</p> <p>ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Burke, in said Lot No. 46, and bounded as follows: BEGINNING at a stake standing near the railroad east of Allen Brook at the foot of the hill, running thence south 47 deg. east 5 rods, thence south 1 rod, thence south 37 degrees east on the easterly line of the land formerly owned by Peter Hall 40 rods to Henry Botford's land (formerly) thence north 12 rods to the center of the highway, thence east in the center of the highway 63 rods to the southwest corner of Robert Rust's land (formerly), thence north on said Rust's west line 114 rods to Henry S. Day's land (formerly), thence west 93 rods to land formerly owned by Peter Hall, thence south 103 rods to Peter Hall's southeast corner, thence westerly 20 rods to the place of beginning containing 70 acres of land, more or less.</p> <p>BEING the same premises conveyed to Clark Cook and Alice Cook by Ulysees Cook and wife by deed dated Mar. 12, 1914, recorded in 155 of Deeds, 29.</p> <p>EXCEPTING from the above-described premises:</p> <p>Rutland Railroad right of way.</p> <p>Right to take water from spring, etc., as conveyed by Ulysees Cook and wife to Ray Perrigo by deed dated April 10, 1909, recorded in 150 of Deeds, 95.</p> <p>Rights granted Northern New York Telephone Company by James Cook by conveyance recorded in 109 of Deeds, 525.</p> <p>BEING the same premises conveyed by Walter W. Ashline to Hamilton Wood and Carol Wood by Deed dated May 7<sup>th</sup>, 1966 and recorded in the Franklin County Clerk's Office on May 10, 1966 in Liber 431 of Deeds at Page 1129.</p> <p>ALSO BEING the same premises conveyed by Hamilton Wood and Carol Wood to Hamilton Wood by Deed dated August 11, 1993 and recorded in the Franklin County Clerk's Office in Liber 600 of Deeds at Page 150 on October 7, 1993.</p> <p>ALSO CONVEYING ALL THAT CERTAIN PARCEL OF LAND situate, lying and being in the Town of Burke, County of Franklin and State of New York, described as follows: Being a strip of land, formerly right of way for railroad purposes of the Rutland Railway Corporation, now The Rutland Corporation, party of the first part herein, extending from the easterly side of County Road No. 23, where said County road crosses said right of way at location of a former underpass, easterly to the Burke-Chateaugay Town Line, a distance of about .58 mile, having a width of about 82.5 feet, containing about 5.90 acres, all as shown in green color on certain maps entitled "Right of Way and Track Map - Rutland Railroad - Operated by Rutland Railroad Company - Ogdenburg Division," dated June 30, 1917 and designated as Maps Nos. VI-70 and 71, which maps are incorporated herein by reference.</p>	Land Lease and Solar Easement	April 15, 2019	October 15, 2019	2019-4767

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	<p>This conveyance is subject to a permanent easement granted by party of the first part to County of Franklin, dated May 2, 1966, covering the removal of a railroad bridge and abutments and a portion of former railroad embankment at said County Road No. 23, to which easement and the record thereof reference is made.</p> <p>This conveyance is also subject to any established easement whether of record or not.</p> <p>BEING the same premises conveyed to Hamilton Wood and Carol Wood by deed dated June 13, 1967 from The Rutland Corporation, formerly Rutland Railway Corporation and recorded in the Franklin County Clerk's Office on July 18, 1967 in Liber 436 of Deeds at Page 659.</p> <p>ALSO BEING the same premises conveyed by Hamilton Wood and Carol Wood to Hamilton Wood by Deed dated August 11, 1993 and recorded in the Franklin County Clerk's Office in Liber 600 of Deeds at Page 157.</p>				