

Appendix 13-2:

Demonstration that Applicant has Obtained Rights in the Project Area

**When recorded return to:**  
Lisa Quarrie  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-2359

---

***THIS SPACE FOR RECORDER'S USE ONLY***

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this \_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between Edward E. Primrose and Carol A. Primrose, husband and wife, whose address for notices is: 9927 Oneil Road, Port Byron, NY 13140 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Cayuga County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement**").

**Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
John Di Donato, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH    )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*(notary seal)*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

**EXHIBIT A**

**Legal Description of Owner's Property**

**Parcel 1**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lot No. 4 in said Town (original township of Brutus).

BEGINNING at the northwest corner of said Lot No.4 and running thence east on the north line of said Lot, 44.33 chains; thence south 22.47 chains; thence west 44.33 chains to the west line of said lot; thence north along the west line of said lot, 22.47 chains to the place of beginning, containing 99.60 acres of land more or less.

BEING the same premises as conveyed to the Grantors herein by John B. Shaffer and Rosalee A. Shaffer by Warranty Deed dated September 8, 2011 and recorded in the Cayuga County Clerk's Office on September 16, 2011 in Book 1456 of Deeds at Page 23.

**Parcel 2**

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot No. 91, in the Town of Conquest, County of Cayuga and State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the centerline of Cooper Street with the centerline of N.Y.S. Route 38, thence from the said point of beginning South 83°09' East, along the centerline of Cooper Street, 579.34 feet to a nail;

THENCE South 5°17'10" West 24.76 feet to an iron pipe and continuing on the same course 721.07 feet further for a total distance of 745.83 feet to an iron pipe;

THENCE North 84°24'20" West 554.38 feet to an iron pipe and continuing on the same course 24.75 feet further for a total distance of 579.13 feet to a point on the centerline of N.Y.S. Route No. 38; THENCE North 5°17'10" East, along the centerline of N.Y.S. Route No. 38, 758.52 feet to the point and place of beginning and comprising an area of 10.000 acres according to a survey made by Norman D. Gay, L.S. dated March 24, 1984, and filed in the Cayuga County Clerk's Office as Map No. 84-41.

EXCEPTING THEREFROM ALL THAT TRACT OR PARCEL OF LAND situate in Great Lot 91 in the Town of Conquest, County of Cayuga and State of New York, bounded and described as follows:

BEGINNING at the southwest corner of the lands of Edward & Carol Primrose and Matthew & Dorothy Slegle, Book 1591 of Deeds, Page 92 as shown on Filed Map #84-41, said point being on the centerline of New York State Route 38, a distance of 758.52 feet south from the record centerline of Cooper Street, said point also being a northwest corner of the lands of Edward & Carol Primrose, Book 676 of Deeds, Page 87, thence

1. N 05°17'10" E, along said centerline of New York State Route 38, a distance of 325.00 feet to a point; thence
2. S 84°24'20" E, through the lands of the Grantors herein, a distance of 450.00 feet to a corner point; thence

3. S 05°17'10" W through the lands of the Grantors herein, a distance of 325.00 feet to a corner point and the north line of the aforesaid Edward & Carol Primrose, Book 676 of Deeds, Page 87; thence

4. N 84°24'20" W along the lands of said Primrose, a distance of 450.00 feet to the point of beginning. CONTAINING 3.357 acres of land.

Parcel 3

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest County of Cayuga and State of New York, being a part of lot No. 17 in said Town and bounded and described as follows: BEGINNING in the west line of said Lot No. 17 at a stake and stones in the southwest corner of a parcel of land conveyed by Earl Brooks to Murray Merriman by deed dated April 2, 1840, and duly recorded in Cayuga County Clerk's Office in Book 63 of Deeds at page 91, and running thence south along the west bounds of said Lot Twenty-two chains and thirteen links (22.13 chs.) thence south 88 ¾° east eighteen chains (18 chs.) to a plow point and stones in the center of the highway, thence along the center of said highway eleven chains (11 chs.) to the center of the highway running northerly; thence along the center of said highway (running northerly to the Van Nostrand School House) to the south bounds of lands formerly (in 1879) owned by Andrew Detzel and hereinafter described; thence north 89 ¼° west twenty-six chains (26 chs.) to the place of beginning; CONTAINING 60.85 acres of land, be the same more or less.

EXCEPTING AND RESERVING therefrom about 33.84 acres of land as conveyed by Myron C. Van Auken and Mabel D., his wife, to John P. Ellison and Ida Ellison, his wife, by deed bearing date October 28, 1913, and duly recorded in Cayuga County Clerk's Office October 30, 1913, in Book 206 of Deeds at page 151.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lot No. 17 in said town, and bounded and described as follows: BOUNDED on the north by lands now or formerly (in 1891) owned by Thomas E. Montanye and by lands formerly (in 1863) owned by Samuel Townsend; on the east by the center of said highway running northerly to the Van Nostrand School House; on the south by the lands firstly hereinbefore described and formerly (in 1862) owned by Sarah L. Hoffman; and on the west by lands formerly of Elias Whitford and Dexter Cooper and the west line of said Lot No. 17; CONTAINING 31.38 acres of land, be the same more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, and being a part of Lot No. 17 in said Town, and bounded and described as follows: BEGINNING at the northwest corner of the premises lastly hereinbefore described and formerly (in 1840) owned by Murray Merriman, and running thence north on the west bounds of said Lot No. 17 five chains and fifty links (5.50 chs.); thence south 14° east five chains and seventy-four links (5.74 chs.) to the lands formerly owned by said Merriman; thence westerly one chain and sixty-four links (1.64 chs.) to the place of beginning; CONTAINING 45/100 of an acre of land, be the same more or less.

AND ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lot No. 17 in said Town of Conquest, bounded and described as follows: BEGINNING at the northeast corner of lands formerly owned by John Dowling (in 1866), and running thence north eighteen chains and fifty links (18.50 chs.) to the north line of said lot No. 17; thence west thirty-two chains and forty links (32.40 chs.) to the center of the highway; thence south 26° east five chains and sixty links (5.60 chs.); thence south 9° east nine chains and forty links (9.40 chs.); thence south 15° east four chains and thirty-six links (4.36 chs.); and thence east twenty-seven chains (27 chs.) to the place of beginning; CONTAINING 56.05 acres of land.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, bounded and described as follows: BEGINNING on the north line of said lot No. 17 at the north east corner of lands conveyed by Solomon Avery to Murray Merriman by deed bearing date March 25, 1861, and duly recorded in Cayuga County Clerk's Office in Book 101 of deeds, at page 86, running thence east on the north bounds of said Lot No. 17 to the center of the highway; thence south 26° east five chains and sixty links (5.60 chs.); thence south 9° east nine chains and forty links (9.40 chs.); thence south 15° east four chains and thirty-six links (4.36 chs) to the north bounds of lands of James Bottis (in 1924); thence west on the north bounds of said DeBottis' lands about twelve chains and seventeen links (12.17chs.) to the southeast corner of lands of said Murray Merriman aforesaid; thence north along the east bounds of said lands of said Murray Merriman aforesaid eighteen chains and fifteen links (18.50 chs.) to the place of beginning, CONTAINING 18.75 acres of land.

EXCEPTING AND RESERVING the premises described in the deed from George B. Tyler, et al., to Richard Warren, bearing dated December 3, 1902 and duly recorded in Cayuga County Clerk's Office December 18, 1902 in Book 188 of Deeds, at Page 438.

The two parcels above described being same as conveyed in deed from Jane M. Tyler, et al., to Charles H. Tyler, bearing date April 11<sup>th</sup>, 1917, and duly recorded in Cayuga County Clerk's Office April 12, 1917 in Book 212 of deeds, at page 534.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Conquest, County of Cayuga and State of New York, being part of Lot No. 17 in said Town of Conquest, bounded and described as follows: BEGINNING at the center of the highway at the southwest corner of the fifty-six and 5/100 acres parcel first above described herein, running thence east along the south bounds thereof twenty-seven chains (27 chs.) to the southeast corner thereof; thence south thirteen chains ninety-one and one-half links (13.81 ½ chs.); thence west nineteen chains and ninety-one links (19.91 chs) to the center of the aforesaid highway; thence northwesterly along the center of said highway to the place of beginning, CONTAINING thirty-one acres of land be the same more or less and being the same premises conveyed by Edward Dowling and others to said Charles H. Tyler by deed bearing date February 14th, 1910 and duly recorded in Cayuga County Clerk's Office March 25, 1910 in Book 199 of deeds, at page 376.



**When recorded return to:**  
Lisa Quarrie  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-2359

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***THIS SPACE FOR RECORDER'S USE ONLY***

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this \_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between Eric Primrose and Jason Primrose, as Trustees of the Edward E. and Carol Ann Primrose Irrevocable Trust dated September 27, 2017 whose address for notices is: 10765 Cooper Street, Cato, NY 13033 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Cayuga County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option

Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

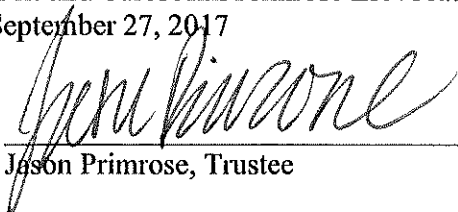


EXECUTED on the date set forth below.

Owner:

Edward E. and Carol Ann Primrose Irrevocable Trust  
dated September 27, 2017

By:

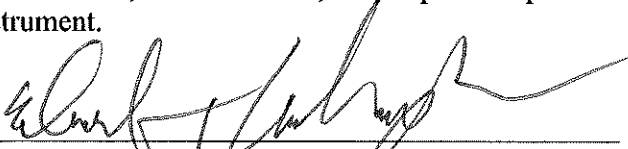
  
\_\_\_\_\_  
Jason Primrose, Trustee

**ACKNOWLEDGEMENT**

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF CAYUGA         )

On the 5<sup>th</sup> day of September, in the year 2019, before me, the undersigned, a Notary Public in and for the said State of New York, personally appeared Jason Primrose, Trustee of the Edward E. and Carol Ann Primrose Irrevocable Trust dated September 27, 2017, personally known 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 seal)

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: May 7<sup>th</sup> 2022

**EDWARD J COLEMAN JR**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 01CO6374959  
Qualified in Chemung County  
Commission Expires May 07, 2022

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
John Di Donato, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*(notary seal)*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

## EXHIBIT A

### Legal Description of Owner's Property

#### Parcel 1

All that tract or parcel of land situate on the Town of Conquest, County of Cayuga and State of New York being more particularly described in a deed from Harold R. Weichert to Edward Primrose and Carol Ann Primrose dated November 21, 2006 and recorded December 4, 2006 in the Cayuga County Clerk's Office in Book 1290 at page 154. The premises are commonly referred to as Lake Road, Town of Conquest, New York and designated as Tax Map No. 56.00-1-1.22;

Less and except

#### Parcel 2

All that tract or parcel of land situate on the Town of Conquest, County of Cayuga and State of New York being more particularly described in a deed from Richard E. Klatch to Edward E. Primrose and Carol Ann Primrose dated April 13, 1984 and recorded April 13, 1984 in the Cayuga County Clerk's Office in Book 676 at page 87. The premises are commonly referred to as State Route 38, Town of Conquest, New York and designated as Tax Map No. 56.00-1-2.21.

#### Parcel 3

All that tract or parcel of land situate on the Town of Conquest, County of Cayuga and State of New York being more particularly described in a deed from Douglas R. Primrose to Edward E. Primrose April 22, 1998 and recorded February 4, 2000 in the Cayuga County Clerk's Office in Book 1022 at page 299. The premises are commonly referred to as Egypt Road, Town of Conquest, New York and designated as Tax Map No. 57.00-1-2.119.

#### Parcel 4

All that tract or parcel of land situate on the Town of Conquest, County of Cayuga and State of New York being more particularly described in a deed from Craig D. Spingler and Bonnie R. Spingler to Edward E. Primrose and Carol Ann Primrose dated October 8, 2014 and recorded October 9, 2014 in Book 1561 page 307. The premises are commonly referred to as O'Neil Road, Town of Conquest, New York and designated as of Tax Map No. 62.00-1-46.2 and 9927 O'Neil Road, Town of Conquest, New York and designated as of Tax Map No 62.00-1-64.

#### Parcel 5

All that tract or parcel of land situate on the Town of Conquest, County of Cayuga and State of New York being more particularly described in a deed from Catherine A. Rynkewicz to Edward E. Primrose and Carol A. Primrose dated August 3, 2016 and recorded August 5, 2016 in the Cayuga County Clerk's Office in Book 1637 at page 14. The premises are commonly referred to as Montana Road, Town of Conquest, New York and designated as Tax Map No. 57.00-1-31.2.

When recorded return to:  
Lisa Quarrie  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-2359

---

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[Signatures on Next Pages]





EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
John Di Donato, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH    )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared John Di Donato personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*(notary seal)*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

## EXHIBIT A

### Legal Description of Owner's Property

#### Parcel 1

THAT TRACT OR PARCEL OF LAND situate in the Town of Conquest, County of Cayuga and State of New York, being part of Great Lot No. 92 in said Town, and being part of Parcel A as shown upon a Map of Survey & Title made for Fred A. Gilfus and Wife, dated September 9, 1927, by A.J. Clements, C.E., a blue print copy of which Map is filed in the Cayuga County Clerk's Office in Book C of Filed Maps at page 85, said premises being further bounded and described as follows:

BEGINNING on the north line of said Lot 92, a distance of 2550.9 feet (38.65 chains) easterly, on a bearing of S 87° E, from the northwest corner of said Lot 92, said point of beginning also being the northeast corner of Parcel A as shown on the aforementioned Map; thence S 3° W a distance of 1705.44 feet (25.84 chains) along the east line of said Parcel A to the centerline of Cooper Street and the southeast corner of Parcel A; thence S 86° W along the centerline of Cooper Street a distance of 250 feet; thence N 3° E, and parallel to the east line of Parcel A, a distance of 450 feet; thence N 87° W, and parallel to the north line of Lot 92, a distance of 500 feet; thence N 3° E, and parallel to the east line of said Parcel A, to the north line of said Lot 92; thence S 87° E along the north line of Lot 92 to the point and place of beginning; containing 24- acres of land, more or less.

#### Parcel 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, located on Cooper Street Road and being part of Lot No. 92 in said Town of Conquest, and described as follows:

BEGINNING at an iron pipe set in the west fence line of the Adrian P. Pisetta farm 652 feet north of the fence post designating the southwest corner of said Adrian P. Pisetta farm and running thence N 81° 12' E a distance of 1066.3 feet to an iron pipe; thence N 0° 54' E a distance of 1393.2 feet to an iron fence post set in concrete in the apparent south line of Cooper Street Road; thence along the apparent south line of Cooper Street Road the following courses and distances, S 86° 27' W 409.6 feet; S 79° 16' W, 222.9 feet; S 52° 57' W, 102.4 feet; S 43° 35' W, 324.6 feet to an iron pipe set at a fence post marking the northwest corner of the Adrian P. Pisetta farm; thence S 6° 30' W along the fence line a distance of 1252.4 feet to the point of beginning, and containing 32.02 acres of land.

EXCEPTING THEREFROM the premises laid down on a survey map entitled "Map of a portion of property of Sherry A. and Hazel N. Clarke" filed in the Cayuga County Clerk's Office in Book II of Filed Maps at page 58; and being the premises conveyed by Sherry A. Clarke and Hazel N. Clarke to Harold Janes, Jr. and Joyce Ellen Janes, his wife, by deed dated June 3, 1965 and recorded June 6, 1965 in the said Clerk's Office in Book 345 of Deeds at page 1062.

#### Parcel 3

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lots No. 91 and 92 in said Town of Conquest and being located on the south side of Cooper Street Road, bounded and describe as follows: BEGINNING at a point in the center of Cooper Street Road, said point being 790.0 feet measured from the east line of Great Lot

No. 91 in a southwesterly direction; running thence South a distance of 404.5 feet along the east line of Helen Shepardson to a point; running thence West a distance of 80.0 feet along the South line of Helen Shepardson to a point; running thence South a distance of 824.5 feet along the east line of Helen Shepardson to a point; running thence East a distance of 400.0 feet along the north line of Dietrich Rossbach to a point; running thence North a distance of 200.0 feet along the west line of Dietrich Rossbach to a point; running thence East a distance of 1000.0 feet along the north line of Dietrich Rossbach to a point; running thence North a distance of 1366.42.feet along the west line of Donald Baldwin to a point; running thence East a distance of 184.14 feet along the north line of Donald Baldwin to a point; running thence North a distance of 1839.4 feet along the west line of Donald Baldwin and Laurence Waterman to the center of Cooper Street Road; running thence Southwesterly a distance of 2890.0 feet along the center of Cooper Street Road to the point of beginning, according to a survey by James R. Barnes, L.L.S. 022434, dated May 31, 1982, said parcel designated Parcel D on the Survey Map and containing 60 acres, more or less, said Survey Map filed as Map No.82- 90 in the Cayuga County Clerk's Office.

EXCEPTING AND RESERVING from the above described premises all that tract or parcel of land conveyed by Thomas J. Hempel and Marguerite A. Hempel, his wife, to Daniel J. Hempel and Jo Anne Hempel, his wife, by deed dated May 12, 1976, and recorded in Cayuga County Clerk's Office on November 17, 1978, in Book 564 of Deeds at Page 112.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lots No. 91 and 92 in said Town of Conquest and being located on the north side of Cooper Street Road, bounded and described as follows: BEGINNING a: a point in the center of Cooper Street Road, said point being 1900 feet more or less, measured from the east line of Great Lot No.91 in a southwesterly direction along the center of Cooper Street Road to the point of beginning; running thence Northeasterly a distance of 3450 feet plus or minus along the center of Cooper Street Road to a point on the southwest corner of property owned by Michael Wood; running thence Northwest a distance of 267 feet plus or minus along the west line of Michael Wood to a point; running thence West a distance of 115,0 feet plus or minus along the south line of Michael Wood to a point; running thence North 1120 feet plus or minus along the west line of Michael Wood to a point; running thence West a distance of 1402 feet plus or minus along the south line of Michael - Wood to a point; running thence South a distance of 150 feet plus or minus along the east line of Thomas Hill to a point; running thence West a distance of 1070 feet, plus or minus, along the south line of Thomas and Dorothy Hill to a point; running thence South a distance of 1955 feet, plus or minus, along the east line of Thomas and Dorothy Hill to a point; running thence East a distance of 500 feet, plus or minus, along the north line of Edward and Carol Primrose to a point; running thence South a distance of 1250 feet, plus or minus, along the east line of Edward and Carol Primrose to the point of beginning, being Parcel C on the Survey Map, dated May 31, 1982, made by James R. Barnes, L.L.S, 22434, containing 150 acres, more or less, and said map duly filed as Map No.82-90 in the Cayuga County Clerk's Office.

EXCEPTING AND RESERVING from the above described premises all that tract or parcel of land, containing 4 1/2 acres, conveyed to Helen Shepardson by deed recorded in Cayuga County Clerk 's Office in Book 311 of Deeds at Page 274.

ALSO EXCEPTING AND RESERVING from the above described premises all that tract or parcel of land, containing 1.87 acres, conveyed to Russell McPherson and Shirley McPherson, his wife, by deed recorded in Cayuga County Clerk 's Office in Book 555 of Deeds at Page 158.

Parcel 4

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest; County of Cayuga and State of New York being part of Lot #92 in said Town of Conquest and shown as Parcel A on a survey map of Adrian P. Pisetta property dated July 31, 1961 made by Charles L. Bailey L.S. # 25529 filed in the Cayuga County Clerk's Office on November 8, 1961 in Book FF of maps at Page 33, and being more particularly described as follows:

BEGINNING at a point on the west line of Adrian Pisetta Property and 32 feet southerly of the northwest corner of said property and running thence the following courses and distances:

- 1) Easterly 200 feet more or less to an iron post;
- 2) Easterly parallel to and 22.5 feet south of Adrian Pisetta's north line for 447 feet more or less to a point;
- 3) Southerly 629 feet more or less to a point;
- 4) Westerly 571 feet more or less to an iron pipe on the westerly line of Adrian Pisetta's property;
- 5) Northerly along said west line 744 feet more or less to the point of beginning. Containing 9.6 acres of land more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York being part of Lot #92 in said Town and shown as Parcel B on the aforesaid Adrian Pisetta's map in Book FF of filed maps at Page 33, and being more particularly described as follows:

BEGINNING at a pipe in the northeast corner of Adrian Pisetta's property and running thence the following courses and distances:

- 1) Southerly 625 feet more or less along said Adrian Pisetta's east line and also the east line of Lot #92 to a point;
- 2) Westerly 350 feet more or less to a point;
- 3) Northerly 651 feet more or less to a point on the northerly line of Adrian Pisetta;
- 4) Easterly 336 feet +/- along said northerly line to the point of beginning. CONTAINING 5.0 acres of land more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York being a part of Lot No. 92 in said Town of Conquest, bounded and described as follows:

BEGINNING at a point on the East line of Lot No. 92 which is five (5) chains and sixty (60) links north from the north-west corner of State's Hundred Acres on said lot and running thence the following courses and distances:

- 1) Northerly on the East line of Lot No. 92 a distance of ten (10) chains and eighty-seven (87) links to

a stake;

- 2) Westerly thirty-one (31) chains and sixty-three (63) links to a stake;
- 3) Southerly ten (10) chains and eighty-seven (87) links;
- 4) Easterly thirty-one (31) chains and sixty-three (63) links to the place of beginning.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lot No. 92 in said Town of Conquest bounded and described as follows:

BEGINNING at the southeast corner of said Lot No. 92 at a point on the East line of Lot No. 92 which is sixteen (16) chains and forty-seven (47) links North from the northwest corner of State's Hundred Acres on said lot and running thence the following courses and distances

- 1) North ten (10) chains;
- 2) West ten (10) chains;
- 3) South ten (10) chains;
- 4) East ten (10) chains to the place of beginning.

CONTAINING ten (10) acres of land.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York being part of Lot No. 92 in said Town of Conquest being more particularly described as follows:

BEGINNING at a pipe on the northeast corner of Adrian Pisetta' s property and running thence the following courses and distances:

- 1) Southerly 625 feet more or less along said Adrian Pisetta' s east line and also the east line of Lot #92 to a point;
- 2) Westerly 350 feet more or less to a point;
- 3) Northerly 651 feet more or less to a point on the northerly line of Adrian Pisetta;
- 4) Easterly 336 +/- feet along said northerly line to the point of beginning.

CONTAINING 5.0 acres of land more or less.

#### Parcel 5

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York being a part of Lot 92 in said Town and being more particularly described as follows:

BEGINNING on the north line of subdivision No. 5 of said Lot No. 92 at the southeast corner of lands now or formerly owned by Henry Stalker and running thence the following courses and distances:

- 1) East 18.86 chains;
- 2) North 10 chains
- 3) East 10 chains to the east line of said Lot No. 92;
- 4) North 23.80 chains to the southeast corner of land now or formerly owned by William Cager;
- 5) West 19.50 chains to the southwest corner of said Cager's land;
- 6) South 83 · west 5.53 chains;

- 7) South 34 · 40' west 6.11 chains;
- 8) South 27.87 chains to the place of beginning.

CONTAINING 85.50 acres of land together with improvements thereon.

**EXCEPTING ALL THAT TRACT OR PARCEL OF LAND**, situated in the Town of Conquest, County of Cayuga and State of New York located on Cooper Street Road and being part of Lot No. 92 in said Town of Conquest being more particularly described as follows:

BEGINNING at an iron pipe set in the south fence line of Adrian P. Pisetta farm 652 feet north of the fence post designating the southwest corner of said Adrian P. Pisetta farm and running thence the following courses and distances:

- 1) N 81 · 12' E a distance of 1066.3 feet to an iron pipe;
- 2) N 00 · 54' E a distance of 1393.2 feet to an iron fence post set in concrete in the apparent south line of Cooper Street Road;
- 3) Along the south line of Cooper Street Road, the following courses and distances:
  - a) S 86 · 27' W a distance of 409.6 feet;
  - b) S 79 · 16' W a distance of 222.9 feet;
  - c) S 52 · 57' W a distance of 102.4 feet;
  - d) S 43 · 35' 30" W a distance of 324.6 feet to an iron pipe set at a fence post marking the northwest corner of the Adrian P. Pisetta Farm;
- 4) S 6° 30' W along the fence line a distance of 1252.4 feet to the point and place of beginning.

CONTAINING 32.02 acres of land more or less conveyed by deed dated May 9, 1951 and recorded in the Cayuga County Clerk's Office May 21, 1951 in Liber 286 of Deeds at Page 573.

**EXCEPTING FURTHER ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Conquest, County of Cayuga and State of New York being part of Lot #92 in said Town of Conquest and being more particularly described as follows:

BEGINNING at a point on the west line of Adrian Pisetta property and 32 feet southerly of the northwest corner of said property running thence the following courses and distances:

- 1) Easterly 200 feet more or less to an iron post;
- 2) Easterly parallel to and 22.5 feet south of Adrian Pisetta's north line for 447 feet more or less to a point;
- 3) Southerly 629 feet more or less to a point more or less;
- 4) Westerly 571 feet more or less to an iron pipe on the westerly line of Adrian Pisetta's property;
- 5) Northerly along said west line 744 feet more or less to the point of beginning.

CONTAINING 9.6 acres of land more or less.

Parcel 6

**ALSO ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Conquest, County of Cayuga and State of New York being on Lot No. 92 in said Town, more particularly described as follows:

BEGINNING at the northwest corner of States hundred on said lot and running thence the following courses and distances:

- 1) North 5.60 chains;
- 2) East 31.63 chains to the east line of said lot;
- 3) South 5.60 chains to the northeast corner of said States Hundred acres or the land now or formerly owned by Nessel Van Norstrand;
- 4) West 31.63 chains to the place of beginning.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York being on Lot 93 in said Town, bounded and described as follows:

BEGINNING at a point at a southwest corner of lands now or formerly owned by Janes Pritchard Revocable Trust, Patricia A. Pritchard, as Trustee, Book 1428 of Deeds at Page 50 which point is also in the west line of Lot 93; thence south along the west line of said Lot 93 and the west line of the lands now or formerly owned by Craig A. Baldwin and Donna E. Baldwin, Book 1054 of Deeds at Page 264, to a point in the north line of lands now or formerly owned by Laurence N. Waterman and Dawn M. Waterman, Book 1434 of Deeds at Page 270 (Book 99 of Maps at Page 209); thence east along the north line of said Watermans to the northwest corner of lands now or formerly owned by Laurence N. Waterman and Dawn M. Waterman, Book 1199 of Deeds at Page 243 (Book 87 of Maps at Page 128); thence easterly along the north line of said Watermans approximately 683.76 feet to the northeast corner thereof being a point in the west line of lands now or formerly owned by David Grasso and Daniel Gullotto, Book 1020 of Deeds at Page 298 (Parcel A-1 Book 87 of Maps at Page 128); thence north along the west line of said Grasso and Gullotto approximately 1589.28 feet to the northwest corner of said parcel being the south west corner of lands now or formerly owned by Earl Benedict, Book 449 of Deeds at Page 25; thence northerly along the west line of said Benedict to the northwest corner thereof being the southwest corner of lands now or formerly of Monica Villavicenio, Book 1305 of Deeds at Page 137; thence northerly along the west line of said Villavicenio to the northwest corner of said Villavicenio parcel at a point in the south line of the lands of Janes Pritchard Revocable Trust, Book 1428 of Deeds at Page 50; thence west along the south line of the lands of said Pritchard Revocable Trust parcel to the point and place of beginning.  
Containing 50 acres of land, more or less.

Parcel 7

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Conquest, County of Cayuga and State of New York, being a part of Lots 92, 93 and 5 in said Town, bounded and described as follows:

BEGINNING at an iron stake on the south line of said Lot No. 93 at the southwest corner of lands formerly owned by Philip H. Van Norstrand and running thence north  $06^{\circ} 30'$  west 4 chains 10 links to a stake; thence north  $11^{\circ} 45'$  west 8 chains 30 links to a stake; thence north  $86^{\circ} 45'$  west 18 chains 16 links to a stake; thence north and parallel with the west line of said Lot, 19 chains 23 links to a stake; thence west 10 chains 36 links to a stake; thence south 45 chains 97 links to a stake half way between two ash trees; thence east 12 chains 81 links to the center of the highway; thence north along the center of said highway 14 chains 34 links to the south line of Lot 93; thence east



along the south line of said Lot, 17 chains 46 links to the place of beginning containing 74.77 acres of land, more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in said Town of Conquest, being part of Lots 92 and 5 in said Town, bounded and described as follows:

BEGINNING at an iron stake in the south line of said Lot 92 at a point 8 chains 25 links east of the east line of lands formerly owned by John W. Van Norstrand and running thence north 31 chains 63 links to a stake in the south line of a timber lot formerly owned by John W. Van Norstrand; thence west along said Van Norstrand's south line 25 chains 4 links to the northwest corner of the State's 100 acres; thence south along the west line of the State's 100 acres, 15 chains 87 links to the north line of lands formerly owned by John W. Van Norstrand; thence south  $81^{\circ}$  east 16 chains 81 links to the northeast corner of said John W. Van Norstrand's land; thence south along said Van Norstrand's east line 13 chains 92 links; thence south  $11^{\circ}$  30 minutes east 8 chains 16 links to the center of the highway ; thence easterly along the center of said highway 1 chain 1 link to the center of Creek bridge; thence south  $06^{\circ}$  15' east 7 chains 8 links along the center of said creek to lands formerly owned by Wessel Van Norstrand; thence east 3 chains 55 links to an iron stake located half way between two ash trees; thence north 14 chains 34 links to the place of beginning, containing 62.43 acres of land more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in said Town of Conquest, on Lot 93 in said Town, bounded and described as follows:

BEGINNING by survey in the south line of said Lot, 24 chains 13 links east from the southwest corner of said Lot and running thence east 10 chains 78 links to the center of the highway; thence north  $45'$  west 19 chains to a stake; thence north  $06^{\circ}$  west 10.60 chains to a stake; thence west 1.44 chains; thence north 26.32 chains to lands formerly owned by M. Robinson; thence west 17.71 chains to land formerly owned by John Van Norstrand; thence south 24.08 chains to the southeast corner of said John Van Norstrand's land; thence west 10.73 chains to lands formerly owned by David Van Norstrand; thence south along the east line of said David Van Norstrand's land 19,23 chains to a stake; thence south  $86^{\circ}$  15' east 18.16 chains to a stake; thence south  $11^{\circ}$  30' east 8.30 chains to a stake; thence south  $06^{\circ}$  30' east 4.10 chains to a stake in the south line of said Lot and being the place of beginning, containing 117.80 acres of land more or less.

EXCEPTING from the premises last above described 98 acres of land conveyed by Wessel Van Norstrand et al to Peter Brooks et al by deed dated February 5, 1903 and recorded in Cayuga County Clerk's Office in Book 188 of Deeds at page 553.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in said Town of Conquest, bounded and described as follows: Being part of Lot 5 in said Town and

BEGINNING in the center of the highway that runs north and south through said Lot at a point being the southeast corner of land conveyed Frederick F. Van Norstrand and wife to Esther Mantanye by deed dated December 20, 1858 and recorded in said Clerk's Office in Book 97 of Deeds at page 315 and running thence west about 13 chains 93 links to a point; thence north  $09^{\circ}$  15' west about 23 chains 30 links to a point; thence east about 19 chains 12 links to a point in the center

of the said highway; thence southerly along the center of the said highway about 23 chains to the place of beginning, containing about 38 acres of land.

EXCEPTING from the last above described premises 5 acres of land conveyed by Esther Mantanye to Robert Hopkins by deed dated December 31, 1874, and recorded in said Clerk's Office in Book 141 of Deeds at page 561 and also EXCEPTING therefrom another 5 acres of land conveyed by Esther Mantanye et ano to Abram Norman by deed dated November 8, 1865, and recorded in said Clerk's Office in Book 111 of Deeds at page 498.

SUBJECT TO a pole line easement granted by Earl Van Norstrand et al to Rochester Gas & Electric Corporation by instrument dated May 7, 1940 and recorded in said Clerk's Office in Book 260 of Deeds at page 10.

EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

Exception No. One -land conveyed by Roy M. Howard and Norma L. Howard, his wife to Lester W. Montana and Lena M. Montana, his wife, et al by deed dated December 16, 1975 and recorded in the Cayuga County Clerk's Office on December 16, 1975 in Book 487 at page 26 of the Book of Deeds.

Exception No. Two - land conveyed by Norma L. Howard to Thomas J. Reagan and Karen P. Reagan, his wife, by deed dated the 15th day of March, 2001 and recorded in the Cayuga County Clerk's Office on March 28, 2001 in Book 1052 at page 118 of the Book of Deeds.

Exception No. Three - land conveyed by Norma L. Howard to Gordon A. Simons and Mandy J. Simons, his wife, by deed dated the 26th day of February, 2001 and recorded in the Cayuga County Clerk's Office on March 28, 2001 in Book 1052 at page 124 of the Book of Deeds.

Exception No. Four - ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lot 93 in said Town and being more particularly described as follows:

BEGINNING at a point in the intersection of the centerline of Spook Woods Road and the centerline of Slayton Road; thence South  $82^{\circ} 07' 31''$  East along the centerline of Slayton Road, a distance of 289.60 feet to the point of beginning;

thence North  $08^{\circ} 04' 54''$  East, a distance of 242.24 feet to a point; thence South  $82^{\circ} 07' 31''$  East, a distance of 418.14 to a point; thence South  $08^{\circ} 04' 54''$  West, a distance of 242.24 feet to a point in the centerline of Slayton Road; thence North  $82^{\circ} 07' 31''$  West, a distance of 418.14 feet to the point and place of beginning. This excepted parcel contains 2.325 acres more or less.

BEING a portion of the premises conveyed by David Earl Van Norstrand to Roy M. Howard and Norma L. Howard, his wife, by deed dated the 15th day of June, 1959 and recorded in the Cayuga County Clerk's Office on June 15, 1959 in Book 308 at page 311 of the Book of Deeds.

The said Roy M. Howard died a resident of the County of Cayuga and State of New York on May 7, 2000

This deed is given to correct an error in a prior deed from Norma L. Howard to Laurence N. and Dawn M Waterman dated the 4th day of October, 2004 and recorded in the Cayuga County Clerk's Office on November 22, 2004, in Book 1196 at page 136 of the Book of Deeds.

Parcel 8

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, and being part of Lot 92 in said Town, and being more particularly bounded and described as follows:

BEGINNING at the northeast corner of a 24-acre parcel of land formerly owned by John W. Van Norstrand (Book 96, page 559), and now owned by Laurence N. Waterman (Book 695, page 136), and running thence N 81° W along the north line of said land owned by Van Norstrand and now owned by Waterman, a distance of 16.8 chains to a point on the east line of said Waterman, and also being the west line of the State's Hundred Acres; thence north along the east line of said lands of Waterman (695/136) and other lands of said Waterman (643/206), also being the west line of the State's Hundred Acres. a distance of 15.87 chains to the northwest corner of the State's Hundred Acres; thence east along the south line of lands now owned by Crai9 Baldwin, et al., (Book 682, page 266), a distance of 16.71 chains to a point; thence south 17.71 chains to the point and place of beginning; containing 28.056 acres of land, be the same more or less.

Parcel 9

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, and being part of Lot 5 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point in the center of Slayton Road, a distance of 971.38 feet southwesterly from the intersection of said Slayton Road with the present centerline of Spook Woods Road; thence southeasterly, a distance of 733.84 feet to a set rebar; thence northwesterly at an interior angle of 60°52'40", a distance of 604.87 feet to a point in the center of a ditch; thence northerly at an interior angle of 99°13'25", a distance of 87.55 feet to a point in said ditch; thence northeasterly at an interior angle of 167°59'20", a distance of 132.56 feet to a point in said ditch; thence northerly at an interior angle of 195°27'10", a distance of 124.47 feet to a point in said ditch; thence northerly at an interior angle of 186°42'15", a distance of 135.42 feet to a set p.k. nail in the center of said Slayton Road; thence northeasterly at an interior angle of 95°30'30", a distance of 6.82 feet to a point in the center of said Slayton Road; thence northeasterly along a curve concave to the northwest (R=2810.21'. Ch=208.10), at an interior angle of 182°07'20" to the chord, an arc distance of 208.15 feet to a point in the center of said Slayton Road; thence northeasterly an interior angle of 182°07'20", a distance of 155.58 feet to the point and place of beginning, the last described line forming an interior angle of 90°00'00" with the first described line. Containing 6.193 acres of land, be the same more or less.

SUBJECT TO all visible and recorded easements and/or restrictions, rights of way and covenants of record, if any.

SAID PREMISES LASTLY DESCRIBED are shown as Parcel "3" on a Survey Map by Bruce C.

Tuttle, L.S. #49685, dated November 17, 1993,

Parcel 10

ALL THAT TRACT OR PARCEL OF LAND, situate in Lots 92 and 93 in the Town of Conquest, County of Cayuga, State of New York, more particularly described as follows:

Parcel 2 as shown on a survey by Bruce C. Tuttle, LS#49685, dated September 17, 1999 and filed in the Office of the Cayuga County Clerk on October 6, 1999 as filed map 99-209 more particularly described as follows;

Beginning at a point in the center of Slayton Road, said point being located 237.03 feet west as measured along the center of said Slayton Road from the intersection of Spook Woods Road;

Thence N 08 °04'54"W a distance 1631.74' along the easterly line of Parcel 1, as shown on said filed map to a point marked by a rebar, said point being the Point-of-Beginning;

Thence N 77 °19'16"W a distance of 391.20' along the northerly boundary of Parcel 1 to a point marked by a rebar;

Thence S 87 °59'15"W a distance of 325.59' along the northerly line of Parcel 1 to a point marked by a rebar;

Thence S 04 °33'32"W a distance of 167.57' along the northerly line of Parcel 1, to a point marked by a rebar;

Thence N 87 °28'25"W a distance of 524.53' along the northerly line of Parcel 1, to a point on the westerly boundary of Parcel one marked by a rebar;

Thence N 07°14'21"E a distance of 680.50' along westerly line of Parcel 2 to a point marked by a rebar;

Thence S82°38'14"E a distance of 1232.36' along the northerly line of Parcel 2 to a point marked by a rebar;

Thence S08°04'54"W a distance of 452.15' to a point marked by a rebar and being the Point- of-Beginning consisting of 14.980 acres more or less.

TOGETHER with the right to use a 30' right of way for ingress and egress as shown on said map, across the lands of Parcel 1.

Parcel 11

ALL THAT TRACT OR PARCEL OF LAND. situate in Lots S, 92, 93 in the Town of Conquest, County of Cayuga, State of New York, more particularly described as follows:

Beginning at a point in the center Slayton Road, said point being located 237.03 feet west as, measured along the center of said Slayton Road (from the intersection of Spook Woods Road;

THENCE along a curve to the left having a radius of 767.10 feet and an arc length of 370.60 feet, being subtended by a chord of South 80°38'56" West for a distance of 367.01 feet along the center of Slayton Road, to a point;

THENCE South 66°48'31" West for a distance of 519.32 feet along the center of Slayton Road, to a point;

THENCE along a curve to the right having a radius of 2810.2 feet and an arc length of 208.15 feet, being subtended by a chord of South 68°55'50" West for a distance of 208.10 feet along the center of Slayton Road, to a point;

THENCE South 71°03'09" West for a distance of 76.58 feet along the center of Slayton Road, to a point;

THENCE North 09°17'20" West for a distance of 528.23 feet along the east line of Lawrence N. Waterman, reputed owner, generally being along a split rail and wire fence;

THENCE North 07°14'21" East for a distance of 1399.72 feet along a split rail and wire fence, to a rebar with cap "Tuttle Survey";

THENCE South 87°28'25" East for a distance of 524.53 feet generally along a split rail and wire fence, to a rebar with cap "Tuttle Survey";

THENCE North 04°33'32" East for a distance of 167.57 feet along a split rail and wire fence, to a rebar with cap "Tuttle Survey";

THENCE North 87°59'15" East for a distance of 325.59 feet along a split rail and wire fence, to a rebar with cap "Tuttle Survey";

THENCE South 77°19'16" East for a distance of 391.20 feet to a rebar with cap "Tuttle Survey";

THENCE South 08°04'54" West for a distance of 1631.74 feet along the west line of Roy N. Howard, reputed owner, to the Point-of-Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 49.377 acres more or less, and is shown as Parcel 1 on a Survey by Bruce C. Tuttle, LS#49685, dated September 17, 1999 and filed in the Cayuga Co. Clerk's Office on October 6, 1999 as Filed Map 099-209.

SUBJECT to a 30-foot Right-of-Way for ingress and egress, described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot 93, Town of Conquest, County of Cayuga, State of New York, more particularly described as follows:

Beginning at a point in the center of Slayton Road at a distance of 237.03 feet west as measured

along the present center of Slayton Road from the center of Spook Woods Road;

THENCE along a curve to the left having a radius of 767.10 feet and an arc length of 30.10 feet, being subtended by a chord of North 86°38'06" West for a distance of 30.10 feet along the center of Slayton Road, to a point;

THENCE North 08°04'54" East for a distance of 1636.63 feet to-a-point;

THENCE South 77°19'16" East for a distance of 30.10 feet to a rebar with cap "Tuttle Survey" in the west line of Roy N. Howard and Norma L. Howard, reputed owner (Bk. 308 Pg. 311);

THENCE South 08°04'54" West for a distance of 1631.74 feet along the west line of said Howard, reputed owner, to the Point-of-Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said Right-of-Way contains 1.125 acres more or less.

#### Parcel 12

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, and being part of Great Lot 5, bounded and described as follows:

BEGINNING at the southwest corner of Great Lot 5, running thence north 4944.06 feet measured along the west line of Great Lot 5 to the northwest corner of Great Lot 5; running thence east 1750 feet measured along the north line of Great Lot 5 to a point; running thence south 14 ½° east 531.3 feet measured a-long the west line of Lester Montana to the center of Slayton Road; thence easterly 73.92 feet measured along the center of Slayton Road to a point; running thence southeast 488.4 feet measured along the center of a ditch to a point; running thence west 199.32 feet measured along the north line of Lester Montana to a point; running thence west 199.32 feet measured along the north line of Lester Montana to a point; running thence south 9 ½° east 1070.0 feet measured along the west line of Lester Montana to a point; running thence east 1020 feet measured along the south line of Lester Montana to the center of Spook Woods Road; running thence southwesterly 2900+ feet measured along the center of Spook Woods Road to the south line of Great Lot 5; running thence west 2676.3 feet measured along the south line of Great Lot 5 to the point of beginning, being Parcel A on a survey map made by James R. Barnes, L.S. #22434, dated March 20th, 1980, and containing 281 acres of land, more or less, and being filed in the Cayuga County Clerk's Office and designated as Map Number 80-72 therein.

EXCEPTING AND RESERVING a 0.53-acre parcel conveyed by Dietrich Rossbach and Billie Jane Rossbach to John S. Ryan and Kathleen M. Ryan by deed dated April 1st, 1983 and recorded April 4th, 1983 in Book 657 of Deeds at page 266 in the Cayuga County Clerk's Office.

ALSO, EXCEPTING AND RESERVING 5.28 acres of land for Lots A-1, A-2 and A-3 as shown on the survey map above mentioned made by James R. Barnes, L.S. #22434.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest,

County of Cayuga and State of New York, and being part of Great Lots 91 and 92, bounded and described as follows: BEGINNING at the southwest corner of Great Lot 92 running thence west 1100 feet measured along the south line of Great Lot 91 to a point; running thence north 1500 feet measured along the east line of Lee Aylesworth to the southwest corner of Helen Shepardson; running thence northeasterly 350 feet measured along the south line of Helen Shepardson to a point, being the southeast corner of Shepardson; running thence east 400 feet measured along the south line of Thomas J. Hempel to a point; running thence north 200 feet measured along the east line of Thomas J. Hempel to a point; running thence east 1000 feet measured along the south line of Thomas J. Hempel to a point; running thence south 770 feet measured along the west line of Lester Montana to a point; running thence south  $81\frac{1}{2}^{\circ}$  east a distance of 1109.46 feet measured along the south line of Lester Montana to a point; running thence south a distance of 918.72 feet measured along the west line of Lester Montana to the south line of Great Lot 92; running thence west a distance of 1750 feet measured along the south line of Great Lot 92 to the point of beginning, according to a Map of Survey made by James R. Barnes, L.S. #22434, dated March 20<sup>th</sup>, 1980, and being known as Parcel B on the Survey Map, containing 92 acres of land, more or less, and being filed in the Cayuga County, Clerk's Office and designated as Map Number 80-72 therein.

#### Parcel 13

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Montezuma, County of Cayuga and State of New York and being a part of Lot 45 in said Town bounded and described as follows: BEGINNING at a point in the north line of premises owned by the Penn Central Company (formerly New York Central Railroad) located 1463.10 feet easterly measured along the north line of said Penn Central Company premises from its intersection with the west line of said Lot 45; thence from said point of beginning easterly along the north line of said Penn Central Company premises 1332.85 feet; thence northerly at an interior angle of  $75^{\circ} 09'$  with the last described line 310.33 ft. to a point; thence easterly at an interior angle of  $284^{\circ} 51'$  with the last described line 1395.80 ft. to a point; thence northerly at an interior angle of  $86^{\circ} 31'$  with the last described line 1504.54 ft. to a point; thence westerly at a right angle with the last described line 251.35 feet to a point; thence northerly at a right angle to the last described line 113.30 ft. to a point; thence westerly at a right angle to the last described line 521.20 ft. to a point; thence southwesterly at an interior angle of  $145^{\circ}30'$  with the last described line and along the southeasterly line of lands owned by the State of New York 1674.20 ft. to a point; thence northwesterly at an interior angle of  $270^{\circ}$  with the last described line 168.58 ft. to a point; thence southwesterly at a right angle with the last described line 281.95 ft. to a point; thence on a curve to the right having a radius of 2332.69 ft. and a central angle of  $61^{\circ} 00'$  a distance of 456.22 ft. to a point; thence southerly 422 ft. to a point located 206.58 ft. northerly from the north line of said Penn Central Company, premises at an interior angle of  $92^{\circ}42'$  thereto; thence southerly at an interior angle of  $212^{\circ}04'$  with the last described line 206.54 ft. to the point of beginning and making an interior angle of  $92^{\circ}42'$  with the north line of the said Penn Central Company premises, the first line described above and containing 77.46 acres of land, more or less.

#### Parcel 14

ALL THAT TRACTOR PARCEL OF LAND situate in the Town of Montezuma, County of Cayuga and State of New York, being part of Lot No. 45 in said Town. being part of what was known as Subdivision Four of said Lot and bounded and described as follows:

BEGINNING at the point in the centerline of Howland Island Road at its intersection with the east line of said Lot No. 45 (also being the division line between the Towns of Montezuma and Mentz);

THENCE south along the east line of said Lot No.45 (also being the division line between the Towns of Montezuma and Mentz) a distance of 1.145 feet more or less, to the northeast corner of other lands of the party of the first part (being the second parcel herein conveyed; current Tax Map No. 74.00-1-11.111);

THENCE west along the north line of said other lands of the party of the first part (being the second parcel herein conveyed; current Tax Map No. 74.00-1-11.111), 2,087.58 feet, more or less to a point on the east line of lands of the parties of the second part (Book 676.page 123: Tax Map No 74.00-1-8);

THENCE north N 1°-49' W along the said east line of said lands of Waterman and continuing along the east line of other lands of the party of the first part (being the third parcel herein conveyed; Tax Map No. 74.00-1-9), a distance of 966.15 feet. more or less to the south bounds of the NYS Canal Lands:

THENCE N 52 - 45' E. along the South bounds of the NYS Canal lands, a distance of 1,444.13 feet, more or less, to a point on the centerline of Howland Island Road marking the northwest corner of Parcel "A" as shown on a Map of Survey dated November 8, 1975 by James R. Branes, LS. #22434. filed in the Cayuga County Clerk's Office as Filed Map 75-266;

THENCE southeasterly at an interior angle of 102°-59' and along the centerline of said Road, 234.9 feet to a point;

THENCE continuing southeasterly along the centerline of said Road at an exterior angle of 177°-42' 200 feet to a point;

THENCE continuing southeasterly along the centerline of said Road at an exterior angle of 171°-29', 200 feet to a point:

THENCE continuing southeasterly along the centerline of said Road at an exterior angle of 175°-19', 446.9 feet to the point and place of beginning, containing 65.1 acres of land. be the same more or less, and having 'Tax Map No. 74.00-1-10.1.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Montezuma, County of Cayuga and State of New York, and being a part of Lot No. 45 in said Town and being part of the west half of what was "known as Subdivision Number Three or said Lot, and bounded as follows:

BEGINNING at a point on the division line between the Towns of Montezuma and Mentz said point being on the east line of Lot No. 45 at its intersection with the north line of the lands of the former Rochester and Syracuse Railroad (now shown on the Tax Map as the 'New York Central lines");



THENCE north on the east line of Lot No. 45 and the division line between the Towns of Montezuma and Mentz, a distance of 1,937.10 feet (29.35 chains) to the southeast corner of Parcel No. 1 herein;

THENCE west along the south line of said Parcel No. 1 herein (current Tax Map No. 74.00-1-11.111). 1.836.23 feet, more or less, to a point being the northeast corner of said lands of the parties of the second part (Book 676, page 123; Tax Map No. 74.00-1-8);

THENCE south along the east line of said lands of the parties of the second part (Book 676, page 123; Tax Map No. 74.00-1-8), a distance of 1,504.54 feet to the northeast corner of premises of William G. Knapp (Book 1066 of Deeds, page 185; Tax Map No. 74.00-1-7);

THENCE southeasterly along the east line of said lands of William G. Knapp (Book 1066 of Deeds, page 185; Tax Map No. 74.00-1-7) a distance of 362 feet, more or less to a point on the north line of the lands of the aforesaid Railroad:

THENCE east along the north line of said Railroad's lands a distance of 1,636.23 feet more or less, to the point and place of beginning.

ALSO, a lane about three rods wide leading west and then north to lands sold to the State of New York for a Barge Canal.

#### EXCEPTING AND RESERVING THEREFROM

(A) Ten rods or land lying in the southeast corner of the above described premises and now or formerly occupied and used as a road to the Railroad Bridge; being the same premise conveyed by John I. Taylor and Joseph L. Taylor to the Rochester and Syracuse Railroad Company by deed dated April 27, 1853 and recorded May 13, 1853 in the Cayuga County Clerk's Office in Book 85 of Deeds, at page 552.

(B) 6.04 acres of land conveyed by Wilbur T. Smith and Sally L. Smith to David E. Moon and Laura G. Moon, his wife, by warranty deed dated and recorded November 25, 1975 in the Cayuga County Clerk's Office in Book 486 of Deeds at page 5. Said premises being designated as Parcel "A" on a Map of Survey dated November 1, 1975 by James R. Barnes, LS 422434, said Map being filed in the Cayuga County Clerk's Office as Filed Map #75-265. This exception currently consists of Tax Map Nos. 74.00-1-11.211; 74.00-1-11.21'2; 74.00-1-11.222.

(C) 1.43 acres or land conveyed by Wilbur T. Smith and Sally L. Smith to Stephen Pritchard and Julia D. Pritchard, his wife, by warranty deed dated and recorded December 30, 1985 in the Cayuga County Clerk's Office in Book 710 of Deeds at page 82. Said premises being designated as Parcel "A" on a Map of Survey dated November 25, 1985 by James R. Barnes, LS #22434, said Map being attached to the foregoing deed (Book 710) at page 83. This exception currently consists of Tax Map No. 74.00-1-11.12.

(D) 1.169 acres of land, more or less, conveyed by Wilbur T. Smith and Sally L. Smith to Shannon Reeves by warranty deed dated November 25, 1996 and recorded, November 26, 1996 in the

Cayuga County Clerk's Office in Book 948 of Deeds at page 339, to which deed reference is made for a more particular description thereof. This exception currently consists of Tax Map No. 74.00-1-11.221.

(F.) 4.00 acres of land to be conveyed by Sally L. Smith to Stephen Pritchard and Julia D. Pritchard, his wife, as more particularly shown on a Boundary Survey Map by Donald J. Watkins, PLS #49713, dated December 19, 2003, a copy of which is attached hereto. This exception is presently part of Tax Map No. 74.00-1-111.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, lying and being in the Town of Montezuma, County of Cayuga, State of New York, being part of Lot No. 45 in said Town, and bounded and described as follows:

BEGINNING at a point S 1°49' E, 859.12 feet from Sta. 5160 + 97.65 of the Improved Erie Canal center line;

THENCE S1°-49' E. 852.85 feet to a monument;

THENCE S 87°-34' W, 544.75 feet to a monument;

THENCE N 2° - 32' W.447. 16 feet to a monument:

THENCE N 52° 45' E, 675.40 feet to the place of beginning, containing 8.056 acres of land, be the same more or less. All bearings are referred to the true meridian.

TOGETHER WITH the appurtenances and all the estate and rights of the first part in and to said premises.

SUBJECT TO AND TOGETHER WITH all easement, restrictions, rights of way, agreement; and covenants of record, as may still be of force and effect.

CAYUGA COUNTY – STATE OF NEW YORK  
SUSAN M. DWYER, COUNTY CLERK  
160 GENESEE ST 1<sup>ST</sup> FLOOR, AUBURN, NEW YORK 13021

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



BOOK/PAGE: 4049 / 136  
INSTRUMENT #: 2021-204604

Receipt#: 2021257769  
Clerk: JB  
Rec Date: 05/28/2021 12:45:05 PM  
Doc Grp: RP  
Descrip: LEASE  
Num Pgs: 7  
Rec'd Frm: JANET TRUESDALE/NEER  
DEVELOPMENT

Party1: HORST JASON O  
Party2: BOULEVARD ASSOCIATES LLC  
Town: CONQUEST

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	0.50
TP584	5.00

Sub Total: 80.50

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 80.50

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 2190

Exempt

Consideration: 0.00

Total: 0.00

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

*Susan M. Dwyer*

Susan M. Dwyer  
Cayuga County Clerk

Record and Return To:

JANET TRUESDALE/ENV

(2)

**When recorded return to:**

Lisa G. Quarrie  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-2359

---

***THIS SPACE FOR RECORDER'S USE ONLY***

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 26<sup>th</sup> day of February, 2021 ("**Effective Date**"), by and between Jason O. Horst and Grace C. Horst, husband and wife whose address for notices is: 10877 Slayton Road, Cato, NY 13033 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Cayuga County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement**

**Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

Jason O. Horst  
Jason O. Horst

Grace C. Horst  
Grace C. Horst

**ACKNOWLEDGEMENT**

STATE OF NEW YORK                    )  
  ) ss:  
COUNTY OF Cayuga                    )

On the 5 day of February, in the year 2021, before me, the undersigned, a Notary Public in and for the said State of New York, personally appeared Jason O. Horst and Grace C. Horst, personally known to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

(Notary seal)  
Notary Public, State of New York  
Qualified in Oswego County  
Reg. No. 01WHG073300  
My Commission Expires April 22, 2021

[Signature]  
NOTARY PUBLIC, STATE OF NEW YORK  
My commission expires: 04/22/22

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me **by means of  physical presence** or  **online notarization**, this 26 day of February, 2021 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)

*Melanie Howe*  
NOTARY PUBLIC, STATE OF FLORIDA

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



**EXHIBIT A**

**Legal Description of Owner's Property**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Conquest, County of Cayuga, State of New York, and being part of Lot 94 in said Town, bounded and described as follows:

BEGINNING at a point in the centerline of Slayton Road, said point being located 225.0 feet westerly of the centerline intersection of Slayton Road and Schooley Road and running:

1. Thence S 43°55'01" W, 350.92 feet along the center line of Slayton Road to a point;
2. Thence S 43°22'21" W, 776.21 feet along the centerline of Slayton Road to a point;
3. Thence S 43°23'35" W, 392.29 feet along the centerline of Slayton Road to a point;
4. Thence S 42°48'47" W, 392.10 feet along the centerline of Slayton Road to a point;
5. Thence S 44°18'34" W, 474.26 feet along the centerline of Slayton Road to a point;
6. Thence N 39°00'00" W, 306.94 feet along the easterly line of Steven C. & Lynn M. Reitz, as recorded in the Cayuga County Clerk's Office in Book 867 of Deeds at page 032, to an iron rod set;
7. Thence N 01°48'57" W, 2086.77 feet along the easterly line of the aforementioned Reitz, as marked by a fence line, to a point;
8. Thence N 88°39'55" E, 932.47 feet along the southerly line of Winfield F. Hunter as recorded in the Cayuga County Clerk's Office in Book 866 of Deeds, at page 082, as marked by a fence line to an iron rod set;
9. Thence N 00°55'02" W, 431.03 feet along Hunter, as marked by a fence line, to an iron rod set;
10. Thence S 89°18'50" E, 891.48 feet along Hunter, as marked by a fence line, passing through an iron rod set, to a point in the centerline of Schooley Road;
11. Thence S 14°13'29" E, 394.74 feet along the centerline of Schooley Road to a



point;

12. Thence S 15°45'14" E, 302.54 feet along the centerline of Schooley Road to a point;

13. Thence S 17°03'38" E, 83.60 feet along the center line of Schooley Road to a point; said point being the northeasterly corner of Carol Ann Taylor, as recorded in the Cayuga County Clerk's Office in Book 349, page 745;

14. Thence S 51°26'37" W, 188.50 feet passing through an iron rod set to an iron pipe found in the northwesterly corner of Taylor;

15. Thence S 10°14'52" E, 168.88 feet passing through an iron rod set, to the point and lace of beginning containing 76.983 acres

EXCEPTING from the above described premises ALL THAT TRACT OR PARCEL OF LAND description in a Warranty Deed from Richard R. McCoy and Deborah R. McCoy to Joseph A. Verdi and Patricia A. Verdi dated December 28, 2012 and recorded in the Cayuga County Clerk's Office on January 7, 2013 in Book 1498 of Deeds at Page 96.

Being the same premises conveyed to Jason O. Horst and Grace C. Horst, husband and wife in that deed recorded on June 29, 2017 as Document No. 2017-00172168 in Volume 1673, Page 68 in the Cayuga County Clerk's Office, New York.

CAYUGA COUNTY – STATE OF NEW YORK  
SUSAN M. DWYER, COUNTY CLERK  
160 GENESEE ST 1<sup>ST</sup> FLOOR, AUBURN, NEW YORK 13021

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



BOOK/PAGE: 4049 / 143  
INSTRUMENT #: 2021-204605

Receipt#: 2021257769  
Clerk: JB  
Rec Date: 05/28/2021 12:45:05 PM  
Doc Grp: RP  
Descrip: LEASE  
Num Pgs: 6  
Rec'd Frm: JANET TRUESDALE/NEER  
DEVELOPMENT

Party1: HORST NEVIN M  
Party2: BOULEVARD ASSOCIATES LLC  
Town: CONQUEST

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	0.50
TP584	5.00

Sub Total: 75.50

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 75.50

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 2191  
Exempt  
Consideration: 0.00

Total: 0.00

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

*Susan M. Dwyer*

Susan M. Dwyer  
Cayuga County Clerk

Record and Return To:

JANET TRUESDALE/ENV

204604

When recorded return to:  
Lisa G. Quarrie  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-2359

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*THIS SPACE FOR RECORDER'S USE ONLY*

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 21<sup>st</sup> day of February, 2020 ("Effective Date"), by and between Nevin M. Horst and Joyce W. Horst, husband and wife, husband and wife whose address for notices is: 1516 Marvin Road, Port Byron, NY 13140 ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and one or more Easements over and across certain real property located in Cayuga County, New York, described on the attached **Exhibit A** as the "Owner's Property".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement**

**Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

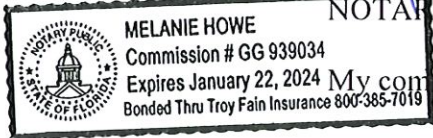
STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  **physical presence** or  **online notarization**, this 26 day of February, 2020 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)

*Melanie Howe*

NOTARY PUBLIC, STATE OF FLORIDA



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

**EXHIBIT A**

**Legal Description of Owner's Property**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lot No. 94 in said Town, and bounded and described as follows: BEGINNING in the center of the highway at the northeast corner joining John Pinckney's (1846) land on the east; and running thence the following courses and distances:

- 1) West on the line of the lot to land by Levi Colvin (1846);
- 2) South 17.95 chains to a stake joining Daniel Wolford's land (1846);
- 3) East 13.94 chains to a stake and stone;
- 4) North to a stake and stone on Edward Well's northwest corner of land (1846);
- 5) East to a stake and stones near the highway joining J. Pinckney's land (1846);
- 6) North to the place of beginning, containing 39 acres of land.

ALSO, ALL THAT OTHER TRACT OF PARCEL OF LAND, situate in the said Town of Conquest, lying and being on Lot No. 79 in the original township of Cato, now Conquest, County of Cayuga and State of New York, which by survey: BEGINS on the south line of said lot in the center of the highway that runs southerly across said lot past the said Mills' dwelling house (1853); and runs thence the following courses and distances:

- 1) West along the said lot line 25.74 chains to John Vosler's land (1853);
- 2) North 6.31 chains to a stake;
- 3) East along a subdivision line 24.50 chains to the center of said road;
- 4) Southerly 6.53 chains along the center of said road to the place of beginning, containing 16 acres of land, be the same more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York, being part of Lot No. 79 in the original township of Cato, now Conquest, and bounded and described as follows: BEGINNING in the center of the highway at the northeast corner of land now or formerly owned by Samuel Mills (1862); and running thence the following courses and distances:

- 1) West 24.64 chains;
- 2) North 6.31 chains;
- 3) East along the line of H.D. Wolford's land (1862) 23.05 chains to the center of the highway;
- 4) Southerly along the center of said highway to the place of beginning, containing 15.40 acres of land, more or less.

EXCEPTING from the above described premises the following:

- 1) Premises conveyed by Winfield Hunter and Marian Hunter, his wife, to Wilber Peters by deed dated August 13, 1968 and recorded in the Cayuga County Clerk's Office August 15, 1968 in Book 365 of Deeds at page 764;



CAYUGA COUNTY – STATE OF NEW YORK  
SUSAN M. DWYER, COUNTY CLERK  
160 GENESEE ST 1<sup>ST</sup> FLOOR, AUBURN, NEW YORK 13021

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



BOOK/PAGE: 3928 / 278  
INSTRUMENT #: 2020-198268

Receipt#: 2020243998  
Clerk: BT  
Rec Date: 09/25/2020 01:08:19 PM  
Doc Grp: RP  
Descrip: LEASE  
Num Pgs: 7  
Rec'd Frm: NEXTERA

Party1: JANES-PRITCHARD REVOCABLE TRUST  
Party2: BOULEVARD ASSOCIATES LLC  
Town: CONQUEST

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	3.00
TP584	5.00

Sub Total: 83.00

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 83.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 401

Transfer Tax

Consideration: 0.00

Total: 0.00

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

*Susan M. Dwyer*

Susan M. Dwyer  
Cayuga County Clerk

Record and Return To:

NEXTERA ENERGY RESOURCES/ENV (2)  
JANET TRUESDALE



**When recorded return to:**  
Lisa Quarrie  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-2359

---

*THIS SPACE FOR RECORDER'S USE ONLY*

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 17 day of June, 2020 ("Effective Date"), by and between Patricia A. Pritchard, Trustee of the Janes-Pritchard Revocable Trust dated June 15, 2004, whose address for notices is: PO Box 306, 11056 Cooper Street, Cato, NY 13033 ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and one or more Easements over and across certain real property located in Cayuga County, New York, described on the attached **Exhibit A** as the "Owner's Property".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall

mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting

the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

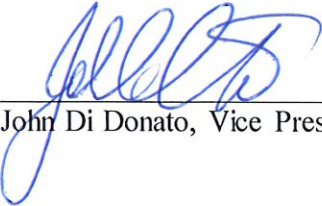




EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
John Di Donato, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 17 day of June, 2020 by John Di Donato, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said company and that he was duly authorized so to do.

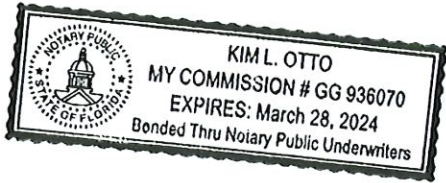
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(notary seal)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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



**EXHIBIT A**

**Legal Description of Owner's Property**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Conquest, County of Cayuga and State of New York, on Lot No. 92 in said town, bounded and described as follows:

BEGINNING at the Northeast corner of said Lot No. 92; thence south on the line of said lot 25 chains and 75 links; thence west 19 chains and 50 links; thence north 25 chains and 75 links to the north line of said lot; thence east 19 chains and 50 links to the place of beginning, containing 50 acres of land more or less.

ALSO THAT OTHER TRACT OR PARCEL OF LAND, situate in the said Town of Conquest, County of Cayuga and State of New York, on Lot No. 93 in said town, bounded and described as follows:

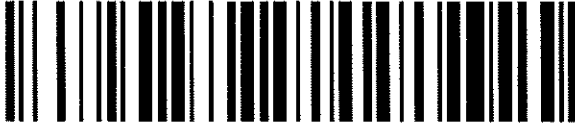
BEGINNING on the west line of said Lot 21 chains and 21 links south from the northwest corner of said lot; running thence south 19 chains and 79 links; thence east 31 chains and 62 links; thence north 40 chains; thence west 21 chains and 21 links to the place of beginning, containing 82½ acres of land more or less.

ALSO THAT OTHER TRACT OR PARCEL OF LAND, situate in the said Town of Conquest, County of Cayuga and State of New York, on Lot No. 93 which lies in a square form in the northwest corner of said lot and is 21 chains and 21 links square, containing 45 acres of land more or less.

Being the same premises conveyed by Patricia Pritchard to Patricia A. Pritchard, Trustee of the Janes-Pritchard Revocable Trust dated June 15, 2004 recorded on October 18, 2010 with the Cayuga County Clerk in Volume 1428, Page 50, Instrument Number 2010-00111259.

CAYUGA COUNTY – STATE OF NEW YORK  
SUSAN M. DWYER, COUNTY CLERK  
160 GENESEE ST 1<sup>ST</sup> FLOOR, AUBURN, NEW YORK 13021

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



BOOK/PAGE: 3996 / 332  
INSTRUMENT #: 2021-201785

Receipt#: 2021250831  
Clerk: JB  
Rec Date: 02/02/2021 12:31:10 PM  
Doc Grp: RP  
Descrip: LEASE  
Num Pgs: 7  
Rec'd Frm: NEXERA ENERGY RESOURCES LLC

Party1: MACK JENNIFER  
Party2: GARNET ENERGY CENTER LLC  
Town: CONQUEST

Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	0.50
TP584	5.00

Sub Total: 80.50

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 80.50

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 1441

Exempt

Consideration: 0.00

Total: 0.00

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Susan M. Dwyer  
Cayuga County Clerk

Record and Return To:

JANET TRUESDALE/ENV



**When recorded return to:**  
Lisa Quarrie  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-2359

---

*THIS SPACE FOR RECORDER'S USE ONLY*

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated this 17 day of December, 2020 ("Effective Date"), by and between Jennifer Mack, a single person, whose address for notices is: 11075 Drake Road, Cato, NY 13033 ("Owner") and Garnet Energy Center, LLC a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and one or more Easements over and across certain real property located in Cayuga County, New York, described on the attached **Exhibit A** as the "Owner's Property".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option



Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

Jennifer Mack  
Jennifer Mack

**ACKNOWLEDGEMENT**

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

On the 8th day of DECEMBER, in the year 2020, before me, the undersigned, a Notary Public in and for the said State of New York, personally appeared Jennifer Mack, personally known to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

(notary seal)

[Signature]  
NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: 3/19/24

Daniel K. Mannion  
Notary Public, State of New York  
Qualified in Onondaga Co., No. 02MA6257771  
My Commission Expires 3/19/24

EXECUTED on the date set forth below.

**Operator:**

Garnet Energy Center, LLC  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

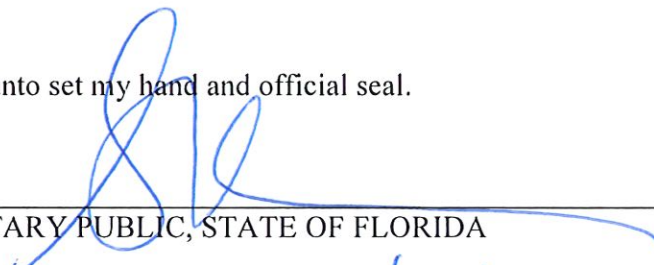
**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  **physical presence** or  **online notarization**, this 17 day of December, 2020, by Anthony Pedroni personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires: 2/20/21



## EXHIBIT A

### Legal Description of Owner's Property

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York and being part of Lot 94 in said Town of Conquest, and bounded as follows: viz:

BEGINNING on the Northwest corner of said Lot No. 94, in the center of the highway, running thence South along the center of the highway to land formerly owned by Daniel Wolford now owned by Mary Schooley, thence East along the line of said Schooley's land to land formerly owned by Samuel Mills and now owned by Harry Anderson; thence North along the line of said Anderson's land to the North line of said Lot No.94: thence West along the line of said Lot No.94 to the place of beginning, containing 23 and 1/3 acres of land, be the same more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York and being a part of Lot No. 94 in said Town of Conquest, bounded and described as follows: on the North by lands of Dennis Leyburn, on the West by lands of Edward Drake and Frances Drake, his wife, on the South by land formerly owned by Jerry Quinn and now owned by Harold Spoor and wife; on the on the east by lands formerly owned by Samuel Mills and now owned by Harry Anderson, containing 11 acres of land, be the same more or less

ALSO ALL THE OTHER TRACT OR PARCEL OF AND, situate in Town of Conquest, County of Cayuga and State of New York. an being a part of Lot No. 94 in said Town of Conquest and bounded and described as follows: On the West by the center of the highway running North from the residence formerly occupied and owned by Waller Spoor to the Vanderhyden School house; on the north by land formerly owned by Jeramin Quinn and now owned by Harold Spoor and his wife; on the east by lands formerly owned by Horace Burns and now owned by Almon Campbell and Harry Anderson on the South by lands formerly owned by John Kiley and now owned by Anna O'Neill and containing 9 acres of land be the same more or less.

EXCEPTING AND RESERVING from the above described premise at last above described, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York and being a part of Lot No. 94 in said Town of Conquest and bounded as follows: BEGINNING in the center of the North and South highway at the northwest corner of land owned by Anna O'Neill and running thence Northerly along the center of the highway, 11 rods and 10½ feet; thence Easterly in a straight line parallel with the north line of Anna O'Neill land 36 rods and 12 feet to an iron stake thence running Southerly on a line parallel with the center of the highway 11 rod and 10½ feet to lands of Anna O'Neill; thence running along the north highway line of Anna O'Neill and to the center of the highway or place of beginning and containing about 3 acres of land be the same more or less and being the same premises as sold to Harold Terpening and wife.

ALSO EXCEPTING AND RESERVING a parcel of land as conveyed to Wilson Hom.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Conquest County of Cayuga and State of New York being a parcel of Lot 79 and 93 in said Town, bounded on

the north by lands of Samuel Cooper, on the East by lands formerly owned by Vosler and Quinn; on the South by lands formerly owned by David R. Conger, deceased; on the west by lands of Conger and others, containing 70 acres of land more or less.

ALSO, ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in the Town of Conquest, County of Cayuga and State of New York and being part of Lot No.79 in said Town bounded and described as follows: BEGINNING at the southwest corner of lands owned by William H. Vosler and Abigail Vosler at a stake and running thence east of the lot line twenty-two and one-half rods (22½); thence north sixty-four (64) rod; thence west twenty two and one-half (22½) rods to the center of the highway: thence south sixty four rods (64) to the place of beginning, containing 9 acres of land be the same more or less.

FURTHER EXCEPTING from this property the parcel of land transferred to Edward G. Drake to Richard J. Lees by deed dated May 8, 1979 and recorded in the Cayuga County Clerk's Office on Book 574 of Deeds at page 16. Said parcel contains approximately 3.23 acre of land.

Being the same premises as conveyed by Raymond S. Sant to Anne E. Mack by Executors Deed dated August 31, 1988 and recorded September 6, 1988 in Book 768 of Deeds at page 337 in the Cayuga County Clerk's Office

EXCEPTING AND RESERVING THEREFROM all that tract or parcel of land conveyed to Anne E. Mack to Ronnie L. Smith and Lee Ann Smith his wife, by deed dated July 16, 1990 and recorded July 18, 1990 on Book 313 of Deeds at Page 41 in the Cayuga County Clerk's Office.

ALSO EXCEPTING AND RESERVING THEREFROM all that tract or parcel of land conveyed by Anna E. Mack to Michael D. Lindo and Barbara A. Lindo, his wife, by deed dated August 9, 1990 and recorded August 17, 1990 in Book 814 of Deeds at page 71 in the Cayuga County Clerk's Office.

ALSO EXCEPTING AND RESERVING THEREFROM all that tract or parcel of land conveyed by Anna E. Mack to Andrea J. McLaughlin by deed dated February 17, 1989 and recorded February 26, 1990 in Book 803 at page 217 in the Cayuga County Clerk's Office.

ALSO EXCEPTING AND RESERVING THEREFROM all that tract or parcel of land as set forth in the attached SCHEDULE A and incorporated herein.

Being the same premises described in that Warranty Deed from Edwin Mack, Jr. and Jennifer Mack to Jennifer Mack dated August 5, 2019 and recorded on August 6, 2019 in Book 3754, Page 265 and Instrument Number 2019-189069 in the Cayuga County Clerk's Office.

QLA ID: 8775

CAYUGA COUNTY – STATE OF NEW YORK  
SUSAN M. DWYER, COUNTY CLERK  
160 GENESEE ST 1<sup>ST</sup> FLOOR, AUBURN, NEW YORK 13021

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



BOOK/PAGE: 4017 / 38  
INSTRUMENT #: 2021-202910

Receipt#: 2021253455  
Clerk: BT  
Rec Date: 03/23/2021 09:35:41 AM  
Doc Grp: RP  
Descrip: LEASE  
Num Pgs: 6  
Rec'd Frm: NEXTERA ENERGY

Party1: VERDI JOSEPH A  
Party2: BOULEVARD ASSOCIATES LLC  
Town: CONQUEST

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	0.50
TP584	5.00

Sub Total: 75.50

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 75.50

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 1731  
Exempt  
Consideration: 0.00

Total: 0.00

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Susan M. Dwyer  
Cayuga County Clerk

Record and Return To:

JANET TRUESDALE/ENV

**When recorded return to:**  
Orin Shakerdge  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 694-4678

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*THIS SPACE FOR RECORDER'S USE ONLY*

**MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR OPTION, LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 15 day of Feb, 2020 ("**Effective Date**"), by and between Joseph A. Verdi and Patricia A. Verdi, husband and wife whose address for notices is: 527 State Route 31, Port Byron, NY 13140 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company whose address for notices is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Option, Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Cayuga County, New York, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement**

**Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, the installation of energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of twelve (12) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

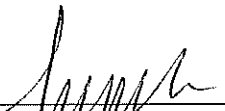
8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

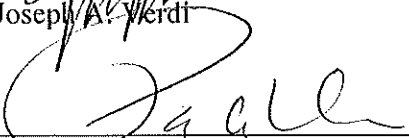
[Signatures on Next Pages]



EXECUTED on the date set forth below.

Owner:

  
\_\_\_\_\_  
Joseph A. Verdi

  
\_\_\_\_\_  
Patricia A. Verdi

**ACKNOWLEDGEMENT**

STATE OF NEW YORK                    )  
  ) ss:  
COUNTY OF Wayne                    )

On the 27<sup>th</sup> day of January, 2021, in the year 2021, before me, the undersigned, a Notary Public in and for the said State of New York, personally appeared Joseph A. Verdi and Patricia A. Verdi, personally known to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

(notary seal)

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: 5/21/22

**KELLIE A MACGILL**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6375459  
Qualified in Seneca County  
My Commission Expires 05-21-2022

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

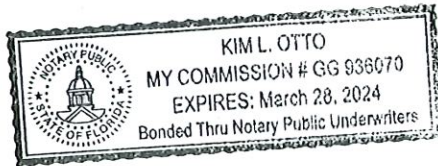
STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of February, 2020 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification

(notary seal)

*Kim L. Otto*  
NOTARY PUBLIC, STATE OF FLORIDA

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



## EXHIBIT A

### Legal Description of Owner's Property

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Conquest, County of Cayuga and State of New York being part of lot 94 and more particularly bounded and described as follows:

BEGINNING at a point on the centerline of Slayton Road, said point being southwesterly 223.46 feet as measured along the centerline of Slayton Road from its intersection with the centerline of Schooley Road; thence S 43° 55' 01" W, 350.91 feet along the centerline of Slayton Road to a point; thence S 43° 22' 21" W, 720.23 feet along the centerline of Slayton Road to a point; thence N 09° 29' 07" W, 1412.53 feet to a point; thence N 00° 55' 02" W, 431.03 feet to a point; thence S 89° 18' 50" E, 891.48 feet to a point on the centerline of Schooley Road; thence the following courses and distances along the centerline of Schooley Road: 1) S 14 ° 13' 29" E, 394.74 feet, 2) 15° 45' 14" e, 302.54 feet, and 3) S 17° 03' 38" E, 83.60 feet; thence S 51° 26' 37" W, 188.50 feet along the north line now or formerly of Carol Ann Taylor (349/745); thence S 10° 14' 52" E, 168.67 feet along the west line of said Taylor to a point on the centerline of Slayton Road, being the point of beginning.

BEING part of the same premises as conveyed by Verne L. Montana and Suzane L. Montana to Richard R. McCoy and Deborah R. McCoy by Deed dated January 7, 2000 and recorded in the Cayuga County Clerk's Office on January 12, 2000 in Book 1021 of Deeds at Page 209.

It being intended to convey a parcel consisting of approximately 30.50 acres as depicted on map of survey of John S. Damiano, L.L.S., dated November 26, 2012.