

**When recorded return to:**

Carlos Megias  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-7378

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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 19<sup>th</sup> day of April, 2018 ("**Effective Date**"), by and between DaBar Farm, LLC, a New York limited liability corporation ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**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 Montgomery 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 ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, 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. **Effects Easement.** The Agreement between Owner and Operator 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 Solar Project located on the Owner's Property.

6. **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 Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar 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 Solar 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 Solar 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.



**EXECUTED on the date set forth below.**

**Owner:**

DaBar Farm, LLC  
a New York limited liability company

By: *Teresa L. Gillooley*  
Teresa L. Gillooley, Member

**OWNER ACKNOWLEDGEMENT**

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

On this 28 day of MARCH, 2018, before me, the undersigned notary public, personally appeared Teresa L. Gillooley personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of said limited liability company and that she was duly authorized so to do.

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

(notary seal)

*Charles D. Kelly*  
NOTARY PUBLIC, STATE OF NEW YORK

My commission expires: 12/27/20















EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

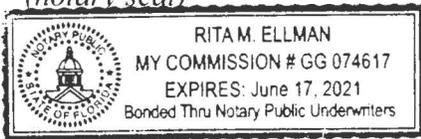
By:   
Gregory Schneck, Vice President

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

On this 19 day of April, 2018, before me, the undersigned notary public, personally appeared Gregory Schneck, 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 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 CERTAIN PIECE OR PARCEL OF LAND**, situate, lying and being in the Town of Florida, County of Montgomery and State of New York and bounded and described as follows:

**NORTHERLY** by the highway leading from the Minaville-Schenectady highway to Scotch Church; Easterly by the lands now or formerly owned by or in the possession of Charles D. Persons; Southerly by the lands now or formerly owned by or in the possession of Jasper Sweet and Westerly by the highway leading from Minaville to Schenectady. Containing 62½ acres of land more or less.

**BEING** the same premises conveyed by John Kazala and Sadie Kazala, his wife to H. David Persons and Barbara J. Persons, his wife, as tenants by the entirety, by Warranty Deed dated May 28, 1947 and recorded May 29, 1947 in the Montgomery County Clerk's Office in Book 268 of Deeds at Page 91.

**EXCEPTING AND RESERVING** from the above described parcel, lands conveyed by H. David Persons and Barbara J. Persons to Joseph J. Orsini and Noreen M. Orsini, his wife, by Warranty Deed dated July 29, 1986 and recorded in the Montgomery County Clerk's Office on August 4, 1986 in Book 460 of Deeds at Page 95 more particularly set forth on a survey of a portion of lands of H. David & Barbara J. Persons dated May 6, 1986 by Richard A. Papa, P.L.S.No.49009. Attached as a part of said deed and described as follows:

**ALL THAT TRACT OR PARCEL OF LAND**, situated in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows:

**BEGINNING** at an iron pin in the ground in the easterly boundary of lands now or formerly of Angelo and Shirley Ferlazzo, said point also being in the southeasterly boundary of Bulls Head Road; running thence along said southeasterly boundary of Bulls Head Road the following four courses and distances; North 46 degrees 07 minutes East a distance of 231.3 feet to a point; North 48 degrees 37 minutes East a distance of 47.5 feet to a point; North 59 degrees 55 minutes East a distance of 61.7 feet to a point; North 73 degrees 40 minutes East a distance of 101.1 feet to an iron fence post in the ground; thence through lands now or formerly of H. David and Barbara J. Persons the following two courses and distances: South 04 degrees 14 minutes East a distance of 369.5 feet to an iron fence post in the ground; South 85 degrees 42 minutes West a distance of 343.0 feet to an iron pin in the ground in the aforementioned Easterly boundary of lands now or formerly of Angelo and Shirley Ferlazzo; thence North 14 degrees 54 minutes West along said Easterly boundary of Ferlazzo a distance of 148.1 feet to the point and place of beginning; containing 2.36 acres of land, more or less.

**Parcel 2:**

**ALL THAT CERTAIN PIECE OR PARCEL OF LAND**, together with the buildings thereon, situate, lying and being in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows:

**BEGINNING** at a point in the center of highway known as the Mohr Road, said point being the northerly margin of lands now or formerly of Slezak; running thence S. 69° 17' W. two thousand two hundred thirty-five (2235) feet plus or minus along the northerly margin of lands now or formerly of Slezak and Kietzman to the lands now or formerly of J. Sweet; thence N. 21° 10' W. One thousand seventy-five plus or minus (1075) feet along the easterly margin of lands now or formerly of J. Sweet to the southerly margin of lands now or formerly of D. Persons; thence N. 69° 04' E. Two thousand one hundred ninety-one and give tenths (2191.5) feet along the southerly margin of lands now or formerly of D. Persons to the center of the Mohr Road; thence S. 29° 28' E. four hundred two and six tenths (402.6) feet through the center of the Mohr Road to a point; thence S. 19° 30' E. three hundred ninety-five and six tenths (395.6) feet through the center of the Mohr Road to a point; thence S. 19° 11' E. two hundred eighty-five plus or minus (285) feet through the center of the Mohr Road to the northerly margin of lands now or formerly of Slezak, the place of beginning, and containing the lands formerly of J. Sweet farm westerly of the Mohr Road; containing 54.8 plus or minus acres, house and barns.

**BEING** the same premises conveyed by Teresa L. Gillooley, as Executrix of the Last Will and Testament of H. David Persons to Teresa L. Gillooley, Paula J. Felde, Noreen M. Orsini, Karen A. Newkirk, Diane C. Kutnicki, Mary Ellen Persons, Alan D. Persons, Carol J. Weyl and Sandra M. Picciocca as joint tenants with right of survivorship by Executor's Deed dated August 18, 2009 and recorded September 30, 2009 in the Montgomery County Clerk's Office in Book 1781 of Deeds at Page 115.



MONTGOMERY COUNTY – STATE OF NEW YORK  
 HELEN A BARTONE, COUNTY CLERK  
 P O BOX 1500, FONDA, NY 12068

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



INSTRUMENT #: 2017-74385

Receipt#: 2017248747  
 Clerk: WN  
 Rec Date: 08/23/2017 10:19:45 AM  
 Doc Grp: RP  
 Descrip: MEMORANDUM OF LEASE WITH A TP  
 Num Pgs: 9  
 Rec'd Frm: FPL LAW DEPARTMENT

Party1: HUTCHISON ESTHER TRUSTEE  
 Party2: BOULEVARD ASSOCIATES LLC  
 Town: FLORIDA

Recording:

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

Sub Total: 90.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 88  
 Exempt  
 Consideration: 0.00

Total: 0.00

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

Helen A Bartone  
 Montgomery County Clerk

Record and Return To:

FPL LAW DEPARTMENT  
 700 UNIVERSE BLVD  
 JUNO BEACH FL 33408

\*\*\*THIS IS NOT AN INVOICE\*\*\*

**When recorded return to:**

Carlos Megias  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-7378

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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 8 day of March, 2017 ("**Effective Date**"), by and between Esther Hutchison, as Trustee of the Hutchison Family Irrevocable Trust under Agreement dated December 30<sup>th</sup>, 2003 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**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 Montgomery 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 ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, 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. **Effects Easement.** The Agreement between Owner and Operator 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 Solar Project located on the Owner's Property.

6. **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 Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar 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 Solar 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 Solar 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.



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
Gregory Schneck, Vice President

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

On this 8th day of March, 2017, before me, the undersigned notary public, personally appeared Gregory Schneck 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 PUBLIC, STATE OF FLORIDA

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

## EXHIBIT A

### Legal Description of Owner's Property

#### PARCEL 1:

Warranty Deed from Annabelle L. Hutchison n/k/a Annabelle L. Sievers to Douglas R. Hutchison and John R. Hutchison, as joint tenants with the right of survivorship dated February 26, 1991 and recorded in the Montgomery County Clerk's Office on March 4, 1991 in Book 534 of Deeds at Page 156, being further described as follows:

ALL THAT CERTAIN LOT OR PARCEL OF LAND, together with the buildings thereon, situate, lying and being in the Town of Florida, County of Montgomery and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the Southerly line of that parcel of land heretofore conveyed to John Hutchison and Mary Hutchison by Harvey Kruger and wife, by deed dated October 9, 1934, and recorded in the office of the Clerk of Montgomery County on November 2, 1934, in Book of Deeds 229 at page 560, said point of beginning being North 20° 34' West 48 feet distant from the Southeasterly corner of the abovementioned parcel of land; thence from said point of beginning North 20° 34' West 135.4 feet to a point; thence South 20° 54' West 521.6 feet to a stake; thence South 65° 06' East 83.8 feet to a stake in the Westerly line of a Town Road; thence along the Westerly line of said Town Road North 37° 35' East 58.5 feet and North 20° 54' East 358 feet to the point and place of beginning.

The above described parcel of land contains 1 acre of land, be the same more or less.

#### PARCEL 2:

- a. Warranty Deed for one-half interest dated December 30, 1997 by Annabelle L. Sievers to Douglas R. Hutchison and John R. Hutchison as joint tenants with the right of survivorship recorded in the Montgomery County Clerk's Office on January 22, 1998, in Book 631 of Deeds at Page 301.
- b. Warranty Deed for the remaining one-half interest dated January 7, 1998 by Annabelle L. Sievers to Douglas R. Hutchison and John R. Hutchison as joint tenants with the right of survivorship recorded in the Montgomery County Clerk's Office on January 22, 1998, in Book 631 of Deeds at Page 307.

Parcels 2a. and 2b. more particularly described as follows:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows:

#### Parcel 1

All that certain parcel of land in a patent granted to Ann Wilmot, August 29, 1735, and laid out onto lots by John R. Bleecker the 20<sup>th</sup> day of April, 1768, which said lot is called Lot No. 16, containing 100 acres and three rods of land be the some more or less. Being the premises conveyed to William Patton by James Cooley by Deed dated April 10, 1847 and recorded in the Montgomery County Clerk's Office July 8, 1847 in Book of Deeds number 54 at Page 503.

**Parcel 2**

Also, that other piece or parcel of land adjoining the above described lands and situate in the Town of Florida, County of Montgomery and State of New York and bounded as follows: On the Northwest by lands now or formerly of David Pettengill; on the South by lands above described; on the West by lands formerly owned by Jacob Ernst and on the East by lands now or formerly owned by John VanHeusen. CONTAINING 45 acres of land, more or less.

**Parcel 3**

ALSO, all that other piece or parcel of land in the Town of Florida, Montgomery County, New York, described as follows: Commencing at the Southeasterly corner of lands now or formerly of John D. Wilde (known as the Wm. Patten farm) on the division line between lands of said Wilde and lands now or formerly of Alexander Milmine and runs thence South 64° 27' West along lands of said Alex. Milmine and lands now or formerly of one Ross 1810 feet to the center of the highway leading from Amsterdam to Bulls Head; thence North 27° 30' West through the center of said highway 1½ rods; thence North 64° 27' East 1810 feet to lands of said Wilde; thence Easterly along the lands of said Wilde 1½ rods to the place of beginning.

Being intended to convey a strip of land along the Southeasterly bounds of land now or formerly of William S. Milmine and wife, extending from said highway to lands of said Wilde.

**Parcel 4**

ALSO, all that tract or parcel of land situate in the Town of Florida aforesaid and described as follows: Northerly by lands of Lewis P. Phillips (now deceased) and lands formerly owned by John Burns and then by Charles Kruger; Easterly by lands now or formerly of William N. Milmine; Southerly by lands formerly owned by William Patten and then Moses Newburger and Westerly by lands formerly owned by George Luke, then occupied by the widow and children of said George Luke, now deceased, (said to contain in the Estate of John Hutchison, Sr. in 1951, 311 acres± of land). EXCEPTING AND RESERVING THEREFROM 2.33 acres heretofore conveyed by John A. Blood to L.P. Phillips. ALSO EXCEPTING AND RESERVING THEREFROM, however, that portion thereof (and consisting of one acre, more or less), as more fully described in the joint Last Will and Testament of John Hutchison and Mary Hutchison, dated December 19, 1947 and in the deed from Mary E. Hutchison, executrix of said Will to Mary E. Hutchison, individually and dated January 29, 1951.

All of the above described lands being the same premises conveyed by John Hutchison, Jr. to John Hutchison, Jr. and Annabelle L. Hutchison, his wife as tenants by the entirety, by deed dated January 20, 1958 and recorded in the Montgomery County Clerk's Office on January 22, 1956 in Liber 308 of Deeds at Page 10.

**Parcel 5**

ALSO, ALL THAT OTHER TRACT, PIECE OR PARCEL OF LAND situate in the Town of Florida, County of Montgomery, and State of New York, bounded and described as follows:

BEGINNING at a point in the Northerly boundary line of the property now or formerly of John Hutchison and going across the lands now or formerly of Harvey Kruger North 22° 51' East 184 feet to a point; thence North 38° 40' East 247 feet to a point; thence North 52° 06' East 167 feet

to a point; thence North 59° 55' East 341 feet to a point; thence North 49° 44' East 295 feet to a point in the property fence line now or formerly of John Hutchison; thence along the aforesaid property fence line South 70° 51' West 1114 feet to the property fence corner now or formerly of John Hutchison; thence South 20° 34' East 495.5 feet to the point or place of beginning, and containing 4.824 acres, more or less.

BEING the same premises conveyed by John Hutchinson, Jr. to John Hutchison, Jr. and Annabelle L. Hutchison, his wife, by Deed dated January 20, 1958 and recorded in the Montgomery County Clerk's Office on January 22, 1958 in Book 308 of Deeds at Page 8.

EXCEPTING AND RESERVING THEREFROM lands conveyed by Annabelle Hutchison to Louis G. Mangine by deed dated December 5, 1979 and recorded in the Montgomery County Clerk's Office on December 6, 1979 in Book 423 of Deeds at Page 653.

Parcels 1 through 5 being the same premises conveyed to John Hutchison from Annabelle Sievers by Warranty Deed dated January 2, 1981 and recorded in the Montgomery County Clerk's Office on January 19, 1981 in Book 428 of Deeds at Page 585.

**Parcel 6**

Northerly by the Southerly line of the Warrensburgh Patent and lands formerly of John Von Husen, now or formerly owned by John Hutchison; Westerly by lands formerly of John Von Husen, now or formerly owned by John Hutchison; Southerly by lands formerly of Henry Peek; now owned by George Herrick; and Easterly by lands formerly of William C. Wemple, now owned by Lawrence Phillips and lands now owned by George Riley, containing 90 acres of land, more or less.

**Parcel 7**

Commencing at the Southeasterly corner of lands of George Riley on the Westerly side of the macadam road, leading from Pattersonville to Amsterdam, and running thence Southerly along the Westerly side of the highway 50 feet; thence Southwesterly about 292 feet to lands of Harvey Kruger; thence Northerly along lands of Harvey Kruger 170 feet to lands of George Riley; thence Easterly about 250 feet along lands of George Riley to the said highway at the place of beginning. Being the same premises conveyed by John Sadjak and others to Chester Sadjak and Raymond Sadjak by Warranty Deed dated June 28, 1961 and recorded in Montgomery County Clerk's Office June 30, 1961 in Book 334 of Deeds at Page 354.

Subject to the following easements and rights of way, viz: Easement-Norman Francisco and Winifred Francisco to Niagra Mohawk Power Corporation dated May 8, 1951 and recorded in the Montgomery County Clerk's Office on May 14, 1951 in Book 282 of Deeds at Page 512, and Easement-Norman Francisco and Winifred Francisco, his wife to Niagra Mohawk Power Corporation dated June 21, 1951 and recorded in said clerk's office July 3, 1951 in Book 284 of Deeds at Page 77.

Parcels 6 and 7 Being the same premises conveyed to John Hutchison by Warranty Deed from Chester Sadjak and Raymond Sadjak dated August 7, 1981 and recorded in the Montgomery County Clerk's Office on August 7, 1981 in Book 430 of Deeds at Page 777.

EXCEPTING AND RESERVING from Parcels 6 and 7 the premises consisting of 15.83 acres, more or less, conveyed by Kathleen S. Hutchison and Annabelle L. Sievers as Administrators of the Estate of John Hutchison, III, also known as John Hutchison, to Kathleen S. Hutchison, bearing even date herewith and to be recorded in the Montgomery County Clerk's Office prior to the within deed, to which further reference is given for a more complete description thereof.

BEING the same premises conveyed to Annabelle L. Sievers by Kathleen S. Hutchison and Annabelle L. Sievers as Administrators of the Estate of John Hutchison, III by Administrator's Deed dated October 31st, 1985 and recorded in the Montgomery County Clerk's Office on November 1st, 1985 in Book 451 of Deeds at Page 94.

**Parcel 9**

Warranty Deed dated July 13, 2001 by Joan E. Davis as Trustee of the Hollis F. Hudson and Edith P. Hudson Family Trust dated October 30, 1995 to Douglas R. Hutchison and John R. Hutchison as Joint Tenants with Right of Survivorship and recorded in the Montgomery County Clerk's Office on July 16, 2001 in Book 687 of Deeds at Page 337, being further described as follows:

ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Florida, Montgomery County, New York, bounded and described as follows: viz: On the North by lands formerly owned by John VanHeusen; on the East by lands formerly owned by Henry Peek; on the South by the highway leading from Miraville to Hoffman's Ferry; and on the West by the lands formerly owned by William A. Milmine and now or formerly owned by Freeman J. Milmine. Containing 100 acres and 3 rods of land, be the same more or less.

EXCEPTING AND RESERVING THEREFROM the following described premises: All that certain piece or parcel of land, with the buildings thereon, situate, lying and being in the Town of Florida, County of Montgomery and State of New York; said parcel of land lies on the Northerly side of the County Highway No. 29 leading from the State Highway No.55 to the State Highway No. 160 and is more particularly described as follows: Beginning at an iron pipe driven in the ground on the Northerly margin of County Highway No. 29 where the same is intersected by the division line between the lands of William Fricke and wife and lands now or formerly belonging to George Herrick; running thence North 24° West along the division line between the lands of William Fricke and wife and lands now or formerly of said George Herrick, a distance of 200 feet to an iron pipe driven in the ground; thence South 65° 53' West, a distance of 125 feet to an iron pipe; thence South 24° East, a distance of 200 feet to an iron pipe driven in the ground on the Northerly margin of the County Highway, No. 29; thence North 65° 53' East along the Northerly margin of the County Highway, a distance of 125 feet to the point or place of beginning.

Being the same premises conveyed by Hollis F. Hudson and Edith P. Hudson to Joan E. Davis, as Trustee of the Hollis F. Hudson and Edith P. Hudson Family Trust said deed dated October 30, 1995 and recorded in the Montgomery County Clerk's Office on November 15, 1995 in Book 599 of Deeds at Page 340.

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

---

***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 2nd day of Nov., 2018 ("**Effective Date**"), by and between Bryan E. Kietzmann, joined by his consenting spouse, Heidi M. Kietzmann; and Judith E. Lambert, joined by her consenting spouse, Michael Lambert; and subject to a life estate interest in Virginia E. Kietzmann, a widow, (collectively "**Owner**") and High River Energy Center, LLC, a Delaware limited liability company ("**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 Montgomery 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, 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.

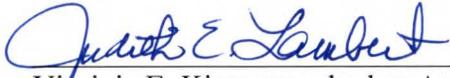






EXECUTED on the date set forth below.

**Owner:**



Virginia E. Kietzmann by her Attorney-in-fact  
Judith E. Lambert

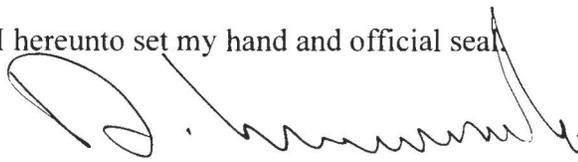
**ACKNOWLEDGEMENT**

STATE OF VERMONT                    )  
  ) ss:  
COUNTY OF WASHINGTON         )

On this 17 day of OCTOBER, 2018, before me, personally came Virginia E. Kietzmann by her Attorney-in-fact Judith E. Lambert, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

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

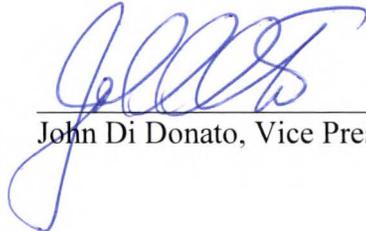
(notary seal)

  
DAN PORT-A-CAROZO  
NOTARY PUBLIC, STATE OF ~~NEW YORK~~ VERMONT /  
JUSTICE OF THE PEACE  
My commission expires: 2/10/19

EXECUTED on the date set forth below.

**Operator:**

High River Energy Center, LLC,  
a Delaware limited liability company

By:   
John Di Donato, Vice President

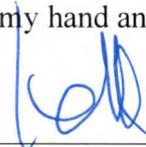
**ACKNOWLEDGEMENT**

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

On this 2 day of December, 2018, 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.

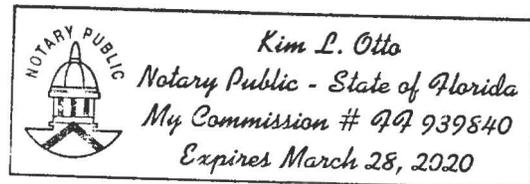
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



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

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



## EXHIBIT A

### Legal Description of Owner's Property

ALL THAT TRACT OR PARCEL OF LAND SITUATE in the Town of Florida, Montgomery County, N. Y., bounded and described as follows :

On the South by lands now or formerly belonging to John Kowelski and by lands now or formerly owned by Wesley Covey, deceased, at the time of his death; on the North and East by lands now or formerly of Jasper Sweet and on the West by land formerly belonging to Isaac J. DeGraff, deceased, at the time of his death and now or formerly owned by one Frisch.

EXCEPTING from the above described premises all that certain piece or parcel of land conveyed to County of Montgomery by John Kazala and Sadie Kazala, his wife, by Deed dated September 23, 1933 and recorded in Montgomery County Clerk's Office October 5, 1933 in Book 229 of Deeds at Page 75.

EXCEPTING from the above described premises all that certain piece or parcel of land conveyed to County of Montgomery by John Kazala and Sadie Kazala. his wife by Deed dated February 14, 1941 and recorded in Montgomery County Clerk's Office on January 22, 1952 in Book 284 of Deeds at Page 561.

Being the same premises conveyed to Ernest S. Kietzmann and Virginia E. Kietzmann by Warranty Deed dated July 5, 1963 and recorded in Montgomery County Clerk's Office on July 5, 1963 in Book 347 of Deeds at Page 448



MONTGOMERY COUNTY – STATE OF NEW YORK  
 BRITTANY L. KOLBE, COUNTY CLERK  
 P O BOX 1500, FONDA, NY 12068

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-81730

Receipt#: 2019281934  
 Clerk: AM  
 Rec Date: 01/17/2019 10:14:43 AM  
 Doc Grp: RP  
 Descrip: MEMORANDUM OF LEASE WITH A TP  
 Num Pgs: 9  
 Rec'd Frm: NEXTERA ENERGY RESOURCES LLC

Party1: SAUNDERS ANNE MARIE FKA  
 Party2: BOULEVARD ASSOCIATES LLC  
 Town: FLORIDA

Recording:

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

Sub Total: 90.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 90.00

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

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

Transfer Tax #: 973  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00

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

*Brittany L. Kolbe*

Brittany L. Kolbe  
 Montgomery County Clerk

Record and Return To:

FPL LAW DEPARTMENT  
 700 UNIVERSE BLVD  
 JUNO BEACH, FL 33408

\*\*\*THIS IS NOT AN INVOICE\*\*\*

**When recorded return to:**

Carlos Megias  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-7378

---

***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 1 day of May 2018 ("**Effective Date**"), by and between Anne Marie Saunders f/k/a Anne Marie Mormile, joined by her consenting spouse, William Saunders; and Joanne Mormile, a widow (collectively, "**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**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 Montgomery 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 ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, 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. **Effects Easement.** The Agreement between Owner and Operator 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 Solar Project located on the Owner's Property.

6. **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 Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar 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 Solar 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 Solar 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.

EXECUTED on the date set forth below.

**Owner:**

**Joined by Consenting Spouse:**

Anne Marie Saunders

William Saunders

Anne Marie Saunders f/k/a

William Saunders

Anne Marie Mormile F/K/A Anne Marie Mormile

**OWNER ACKNOWLEDGEMENT**

STATE OF NORTH CAROLINA )

) ss:

COUNTY OF NASH )

On this 13<sup>th</sup> day of April, 2018, before me, personally came Anne Marie Saunders f/k/a Anne Marie Mormile and William Saunders, wife and husband, to me known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged to me that they executed the same.

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

(notary)  
**Nasser Sarhan**  
**NOTARY PUBLIC**  
**Nash Co., NORTH CAROLINA**  
**My Comm. Expires 12/08/2020**

Nasser Sarhan  
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My commission expires: 12-08-2020

EXECUTED on the date set forth below.

**Owner:**

  
Joanne Mormile

**OWNER ACKNOWLEDGEMENT**

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

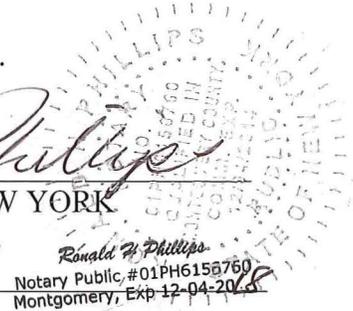
On this 28<sup>TH</sup> day of MARCH, 2018, before me, personally came Joanne Mormile, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

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

(notary seal)

  
NOTARY PUBLIC, STATE OF NEW YORK

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

  
Ronald H. Phillips  
Notary Public, #01PH6156760  
Montgomery, Exp 12-04-2018

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
Gregory Schneck, Vice President

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

On this 1st day of May, 2018, before me, the undersigned notary public, personally appeared Gregory Schneck 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

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows:

EASTERLY by lands formerly of the heirs of William Wemple, and now or formerly owned by Lawrence Phillips, and lands formerly of John H. Peek, formerly of Phillip Corodon and Charles E. Morey; southerly by the highway leading from Minaville to Pattersonville; westerly by lands formerly of William M. Milmine, and formerly of Harper Steele; and northerly by lands now or formerly of Harvey Kruger, containing 100 acres of land, more or less.

SUBJECT to such right of way as may have been conveyed to the New York Power and Light Corporation, for a power line across said premises.

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, Montgomery County, New York, bounded and described as follows:

COMMENCING at a point in the westerly margin of the public highway known as the Amsterdam-Pattersonville Hill Road, where lands herein conveyed join lands now or formerly owned by Norman Phillips and wife, which line is marked by an old fence; running thence westerly along said Phillips land 334 feet; thence continuing westerly along lands now or formerly of Garret Warner and wife, 93 feet; thence in a general southerly direction along the lands now or formerly of Garrett Warner and wife, to lands now or formerly of Morey; thence in a general westerly direction along lands now or formerly of Morey to lands herein first described; thence in a general northerly direction along the lands of first parties herein first described to a point where said lands join; thence easterly along the lands herein first described to the westerly margin of the highway aforesaid; thence southerly along the westerly margin of said highway to the point or place of beginning.

EXCEPTING AND RESERVING THEREFROM, LANDS conveyed by George C. Herrick and wife to the Town of Florida, Montgomery County, State of New York by deed dated June 27, 1946 and recorded in the Montgomery County Clerk's Office on January 25, 1947 in Book 266 of Deeds at Page 335, more particularly described as follows:

BEGINNING at a point in the westerly boundary line of County Road No. 20, said point being 39 feet distant measured at right angles from Station 0+20 of the base line shown on the map; thence across the lands of George Herrick by the following courses; S 60° 12' W. 680 feet; thence on a 6° curve to the left 275 feet; thence S. 37° 45' W. , 400 feet; thence on a 23° curve to right 112 feet, S. 64° 40' W. 147 feet to a point 25 feet distant measured from right angles from station 16+47; thence northerly thru base line station 16+47 to a point 25 feet distant measured at right angles from station 16+47;

thence N. 64° 40' E. 147 feet; thence on a 22° curve to left 84 feet; thence N. 37° 45' E. 400 feet; thence on a 10° curve to the right 277 feet; thence N. 60° 12' E. 688 feet to a point 11 feet distant measured at right angles from station 0+20; thence 50 feet along County Road No. 20 to the point of beginning, being a strip of land 50 feet in width extending from Station 0+20 to station 10+47 and containing 1.90 acres, more or less.

The map above referred to was made by L. M. M. Whitney June 10, 1946, from survey made by the said L. M. M. Whitney, on June 6, 1946.

ALSO EXCEPTING AND RESERVING THEREFROM, LANDS bounded and described as follows:

BEGINNING at an iron pipe set in the Northerly boundary of Bulls Head Road said iron pipe being in the division line between the lands of Irvan Herrick on the West and the lands of Hugh R. Hutchison and Esther M. Hutchison on the East; thence running along said division line, North 21 deg. 00' West, for a distance of 300.0 feet to an iron pipe; thence running through the lands of Hutchison the following three courses: North 86 degrees 33' East for a distance of 224.5 feet to an iron pipe; South 89 deg. 27' East for a distance of 375.5 feet to an iron pipe; South 21 deg. 00' East for a distance of 300.0 feet to an iron pipe set in the northerly boundary of Bulls Head Road; thence running along the Northerly boundary of Bulls Head Road the following two courses: North 89 degrees 27' West, for a distance of 375.5 feet to an iron pipe; South 86 degrees 33' West for a distance of 224.5 feet to the point or place of beginning, containing 180,000 square feet of land, more or less, or 4.132 acres of land, more or less.

ALSO EXCEPTING AND RESERVING THEREFROM lands bounded and described as follows:

BEGINNING at an iron pipe set in the Northerly boundary of Bulls Head Road, said iron pipe being in the division line between the lands now or formerly of John Proctor on the East and the lands of Hugh R. Hutchison and Esther M. Hutchison on the West; thence running along the Northerly boundary of Bulls Head Road, South 61 degrees 05' West, for a distance of 175.0 feet to an iron pipe; thence running through the lands of Hutchison the following two courses: North 21 degrees 19' West, for a distance of 300.0 feet to an iron pipe; North 61 degrees 05' East, for a distance of 175.0 feet to an iron pipe set in the division line between the lands of Hutchison on the West and the lands now or formerly of Proctor on the East; thence running along said division line, South 21 degrees 19' East, for a distance of 300.0 feet to the point or place of beginning, containing 52,500 square feet of land, more or less, or 1.205 acres of land, more or less.

ALSO, LESS AND EXCEPT, All that piece or parcel of land situate in the Town of Florida, County of Montgomery, State of New York described as follows, beginning at a concrete monument in the Northerly line of Bullshead Road said point being the Southwesterly corner of lands conveyed to Jeffrey S. and Donna Marie Phillips (L-607 P-136), thence South 65°05'10" West a distance of 40.00' to a point, thence North 18°57'30" West a distance of 100.00' to a point, thence North 41°13'17" West a distance of 170.65' to a point, thence North 18°57'30" West a

distance of 235.32' to a point, thence North 63°58'10" East a distance of 279.72' to a point, thence South 19°02'50" East a distance of 200.00' to a point, thence South 63°26'30" West a distance of 175.00', thence South 18°57'30" East a distance of 300.41' to the place and point of beginning, containing 1.73 acres more or less.

ALSO, LESS AND EXCEPT, All of that tract or parcel of land situate in the Town of Florida, County of Montgomery, and State of New York being more particularly described as follows: Beginning at an iron rod set in the Southerly line of the remaining lands of Anne Marie Mormile and Joanne Mormile running Southeasterly South 18°57'30" East 235.32', thence South 41°13'17" East 170.65', thence South 18°57'30" East 100' to the Northerly line of Bullshead Road forming a lot boundary, thence Southwesterly along the Northerly edge of Bullshead Road South 65°05'10" West 250', thence Northwesterly North 18°57'30" West 252.03 ', thence North 41°13'17" West 263.46' forming a lot boundary, thence Northeasterly along the Southerly line of remaining lands of Mormile North 66°20'20" East 284.77' to the point of beginning containing 2.68 acres more or less.

ALSO, LESS AND EXCEPT, All of that tract or parcel of land situate in the Town of Florida, County of Montgomery, and State of New York being more particularly described as follows: Beginning at an iron rod set in the Northerly line of Bullshead Road at the Southeast corner of remaining lands of Anne Marie Mormile and Joanne Mormile, running thence along the Easterly line of the lands of Mormile North 18°57'30" West 500.00' to an iron rod set marking the Southerly line of Mormile, thence along the Southerly line of Mormile North 66°20'20" East 150.0', thence Southeasterly forming a lot boundary South 41°13'17" East 263.46', thence South 18°57'30" East 252.03 ' to the Northerly line of Bullshead Road, thence Southwesterly along the Northerly edge of Bullshead Road South 69°04'00" West 113.14', South 69°04 '00" 136.86' to the point of beginning containing 2.59 acres more or less.



MONTGOMERY COUNTY – STATE OF NEW YORK  
 HELEN A BARTONE, COUNTY CLERK  
 P O BOX 1500, FONDA, NY 12068

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



INSTRUMENT #: 2017-74386

Receipt#: 2017248747  
 Clerk: WN  
 Rec Date: 08/23/2017 10:19:45 AM  
 Doc Grp: RP  
 Descrip: MEMORANDUM OF OPTION TO LEASE  
 Num Pgs: 12  
 Rec'd Frm: FPL LAW DEPARTMENT

Party1: PERSONS CHRISTOPHER R  
 Party2: BOULEVARD ASSOCIATES LLC  
 Town: FLORIDA

Recording:

Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 105.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 105.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 89  
 Exempt  
 Consideration: 0.00

Total: 0.00

Record and Return To:

FPL LAW DEPARTMENT  
 700 UNIVERSE BLVD  
 JUNO BEACH FL 33408

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

Helen A Bartone  
 Montgomery County Clerk

\*\*\*THIS IS NOT AN INVOICE\*\*\*

**When recorded return to:**

Carlos Megias  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 333408  
(561) 691-7378

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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 8 day of March, 2017 ("**Effective Date**"), by and between Christopher R. Persons, joined by his consenting spouse, Tracy M. Persons ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**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 Montgomery 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 ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, 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. **Effects Easement.** The Agreement between Owner and Operator 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 Solar Project located on the Owner's Property.

6. **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 Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar 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 Solar 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 Solar Project for visitors and other interested parties.

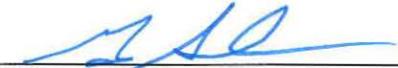
8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions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



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
Gregory Schneck, Vice President

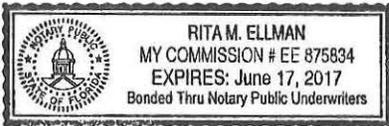
STATE OF FLORIDA                    )  
  )ss:  
COUNTY OF PALM BEACH         )

On this 8<sup>th</sup> day of March, 2017, before me, the undersigned notary public, personally appeared Gregory Schneck 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:

(a) ALL THAT CERTAIN PIECE OR PARCEL OF LAND together with the buildings thereon situated, lying and being in the Town of Florida, County of Montgomery and State of New York bounded and described as follows:

BEGINNING at a point in the Northerly margin of lands now or formerly of J. Severine, and being the Westerly margin of lands now or formerly of William Wert, marked by a maple tree; running thence South 47° 13' West 395.7 feet along the Northerly margin of lands now or formerly of J. Severine and along a fence to a point in the Easterly margin of highway leading from Phillip Park (Route 5-S) to Pattersonville (known as upper road); thence South 52° 53' West 44.9 across said highway to Westerly margin of highway; thence South 60° 32' West 144.8 feet along the Northerly margin of lands now or formerly of J. Severine and along a fence to a point in fence; thence South 69° 24' West 5430.8 plus or minus feet along the Northerly margin of lands now or formerly of J. Severine and Slezak and along a fence to a point in the center of a highway known as Mohr Road; thence North 10° 11' West 285 feet through the center of Mohr Road to a point; thence North 19° 30' West 400.3 feet through the center of Mohr Road to a point; thence North 29° 28' West 402.2 plus or minus feet through the center of Mohr Road to a point in the Southerly margin of lands now or formerly of Charles D. Persons, Sr., and Mary A. Persons; thence North 69° 15' East 4725 plus or minus feet through the lands now or formerly of Charles D. Persons, Sr. and Mary A. Persons and along a fence to a point in the Westerly margin of highway leading from Phillip Park to Pattersonville (upper road); thence North 73° 04' East 131.4 feet across said highway to a point in the Easterly margin of highway; thence North 69° 03' East 1135.9 plus or minus feet through the lands now or formerly of Charles D. and Mary A. Persons and along a fence to a point in the Westerly margin of lands now or formerly of John Brasmiester; thence South 21° 32' East 406.8 feet along the lands now or formerly of John Brasmiester to a point in the Northerly margin of lands now or formerly of William Wert; thence South 21° 38' East 507 plus or minus feet along the Westerly margin of lands now or formerly of William Wert, and a stone wall fence to the Northerly margin of lands now or formerly of J. Severine, marked by a tree, the place of beginning; containing of the lands formerly known as Sweet farm Easterly of the Mohr Road, and the Persons farm; containing 143.5 acres plus or minus; also house and barns.

LESS AND EXCEPT: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Florida, Montgomery County, New York, bounded and described as follows:

BEGINNING at a point in the Town of Florida, County of Montgomery, State of New York, on the Southern bounds of Pattersonville Road said point being a set pin 25.3' from the centerline and North 63° 29' West, 94.0' from the Northeast corner of the barn located on lands now or formerly of Robert J. Persons and Christopher R. Persons (L. 635, P. 327) and North 59° 26' West, 64.00' from the Northwest corner of said barn,

Thence from said point of beginning through the lands of said Persons the following two courses and distances:

1. South  $17^{\circ} 19' 52''$  West 662.42' to a point
2. North  $74^{\circ} 09' 46''$  West 665.64' to a set pin along the Easterly bounds of the lands of Robert J. Persons and Christopher R. Persons (L. 635, P. 334)

Thence along the lands of said Persons the following two (2) courses and distances:

1. North  $55^{\circ} 16' 18''$  East 675.65' along a hedge row to a point
2. North  $17^{\circ} 19' 52''$  East 199.03' through the lands of said Persons (L. 635, P. 334) to a point in the centerline of Pattersonville Road.

Thence along the centerline of Pattersonville Road South  $66^{\circ} 32' 52''$  East, 251.43' to a point on the Easterly bounds of lands of the aforementioned Persons (L. 635, P. 327)

Thence through the lands of said Persons South  $17^{\circ} 19' 52''$  West, 25.3' to the point and place of beginning.

Parcel contains 6.532 acres of land according to a survey run in the filed on March 20, 2006 by Buckman & Whitbeck, Professional Engineering and Land Surveying, PC as shown on a drawing number 06044-SY10 entitled "Survey & Map of a Portion of Lands of Robert J. Persons & Christopher R. Persons to be conveyed to Joan Garreau".

BEING the part of a parcel conveyed to Robert J. Persons and Christopher R. Persons on the 24<sup>th</sup> day of April, 1998 and recorded in the Montgomery County Clerk's Office In Liber 635 at Page 334 on the 29<sup>th</sup> day of April, 1998 and also being a part of a portion of a parcel conveyed to Robert J. Persons and Christopher R. Persons on the 28<sup>th</sup> day of April, 1998 and recorded in the Montgomery County Clerk's Office in Liber 635 at Page 327 on the 29<sup>th</sup> day of April, 1998.

(b) ALL THAT CERTAIN TRACT OR PARCEL OF LAND situated, lying and being in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows: COMMENCING at an iron pipe set in the Southerly boundary of Bullshead Road, which said iron pipe is situate North  $43^{\circ} 50'$  East 280.0 feet from a concrete highway monument near Niagara Mohawk Pole #16, and which said iron pipe marks the Northeasterly corner of premises now or formerly of Barry J. Zwack and Kathleen A. Zwack, his wife, running thence South  $10^{\circ} 42'$  East 952.2 feet along the Easterly margin of lands now or formerly of Zwack to a fencepost; thence South  $79^{\circ} 51'$  West 27.4 feet to a fencepost; thence South  $06^{\circ} 37'$  East 435.7 feet along the Easterly margin of lands now or formerly of Zwack to a fence line intersection and a 4 inch blazed tree; thence South  $08^{\circ} 18'$  East along the Easterly boundary of lands now or formerly of Charles D. Persons, Jr. and Marion Persons 64.6 feet to a 6 inch blazed tree; thence South  $26^{\circ} 53'$  East along the Easterly boundary of lands now or formerly of Charles Persons, Jr. and Marion Persons 148.7 feet to a 14 inch blazed tree marking the Northerly boundary of lands now or formerly of Robert and Beatrice Persons; thence continuing along the Northerly boundary of lands now or formerly of Robert J. and Beatrice Persons in a generally Northeasterly direction to a point in the Westerly boundary now or formerly of lands Nicholas Morsillo, which

said point marks the Northeast corner of lands now or formerly of Robert J. and Beatrice Persons; continuing thence in a generally Northwesterly direction along the Westerly boundary now or formerly of lands of Nicholas Morsillo, to a point marking the Northwest corner of the aforesaid land now or formerly of Nicholas Morsillo; continuing thence in a generally Easterly direction along the Northerly boundary of the aforesaid lands now or formerly of Nicholas Morsillo to the Westerly boundary of the New York State Thruway; continuing thence in a generally Northwesterly direction along the Westerly margin of the New York State Thruway to the Southerly margin of Bullshead Road; continuing thence in generally Southwesterly direction along the Southerly boundary of Bullshead Road to the point or place of beginning. It being a parcel of land containing approximately 25 acres, be the same more or less.

(c) ALL THAT CERTAIN FARM OF LAND situated, lying and being in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows: BOUNDED on the North by the highway leading from Pattersonville to Amsterdam and lands now or formerly of Brasmeister, on the East by the highway leading from Pattersonville to Scotch Church and lands formerly owned by Paterson and now or formerly owned by Streunsee, on the South by lands now or formerly of Paterson, McDougall and land formerly of Moore, and on the West by lands now or formerly of Morey and Persons, and being subject to the following reservations:

EXCEPTING AND RESERVING THEREFROM premises conveyed to Joseph Serverine to the New York Power and Light Corporation by Warranty Deed dated the 5<sup>th</sup> day of December, 1929 and recorded in the Montgomery County Clerk's Office on the 14<sup>th</sup> day of December, 1929, in Liber 221 of Deeds at Page 334, and more particularly described as follows:

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

BEGINNING at a point on the division line between the lands of Joseph Severin and lands supposed to be owned by Charles and Gladys A. Kaufman, which point is in the center of a gravel road and is also at station 405 plus 06.3 of the surveyed center line of the proposed transmission line system of New York Power and Light Corporation, known as the Amsterdam-Rotterdam line, and running thence North 89 degrees 48 minutes East along the said division line and also along the division line between the lands of the said Severin and lands supposed to be owned by Harvey and Minnie Krueger 59.1 feet; thence South 32 degrees 27 minutes East, 432.4 feet to a point on the division line between lands of the said Severin and lands supposed to be owned by Sarah E. Schuyler Estate, which point is also in the center of a dirt road; thence South 26 degrees 20 minutes West along the said division line (crossing said surveyed center line of the said proposed transmission line system at station 400 plus 12) 117 feet to a point; thence North 32 degrees 27 minutes West 556.2 feet to a point on the first mentioned division line between lands of the said Severin and lands supposed to be owned by Charles and Gladys A. Kaufman, which point is also in the center of the aforesaid gravel road; thence North 89 degrees 48 minutes East along the said boundary line and along the center of said gravel road 59.1 feet to the point or place of beginning, containing 1.13 acres of land, all as shown on a blueprint map numbered "35" entitled in part "N. Y. P. & L. CORP. JOSEPH SEVERIN-PURCHASE AMSTERDAM-ROTTERDAM LINE E-5278".

AND FURTHER EXCEPTING AND RESERVING premises conveyed by said Joseph Severin by Quit Claim Deed dated the 6<sup>th</sup> day of May, 1942 to Nick Fudge and Frank Montenegro, which said Deed was recorded in the Montgomery County Clerk's Office on the 8<sup>th</sup> day of May 1942, in Liber 248 of Deeds at Page 553, and more particularly described as follows:

ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows:

On the North by the highway leading from Pattersonville to Amsterdam, and lands of Frank Montenegro, on the East by the highway leading from Pattersonville to Scotch Church, on the South by lands now owned by one Paterson, and on the West by lands now owned by Joseph Severin, containing 7.25 acres, be the same more or less.

AND FURTHER EXCEPTING AND RESERVING a strip of land 172 feet in width located immediately Westerly of aforesaid Fudge and Montenegro's land and running from the highway parallel to said now or formerly of Fudge and Montenegro to the rear of the premises herein described.

PARCEL 2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Florida, County of Montgomery and State of New York and more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Florida, County of Montgomery and State of New York more particularly shown on a Survey Map of Charles D. Persons, Jr., filed in the Montgomery County Clerk's Office designated as "Parcel One" and described as follows: BEGINNING at a concrete highway monument on the Easterly line of Pattersonville Road, of (County Road No. 152) where said Easterly line is intersected by the common boundary line of lands Persons, herein described, on the Northwest, and the lands of Bernard Hayes and Bonnie Hayes on the Southeast, said monument further described as being 485.5 feet distance Northwesterly along the Easterly line of Pattersonville Road from an iron pin at the intersection of said Easterly line with the Northwesterly line of Bullshead Road, and running thence from the place of beginning North 19° 10' 50" West and along the Easterly line of Pattersonville Road a distance of 1097.26 feet to a concrete highway monument; thence running along the common boundary line of lands of Persons, on the South, and the lands of John W. Little and Patricia Little, on the North, as marked by a wire fence, the following two (2) courses: North 72° 42' 30" East, 372.42 feet distance to a point; thence North 71° 46' 10" East, 496.52 feet distance to a set iron pin; thence continuing along the Persons-Little common boundary line and along the common boundary line of the lands of Persons, on the East, and the lands of Beatrice L. Persons and Christopher R. Persons, as marked by a stonewall; the following two (2) courses: North 21° 29' 10" West, 477.48 feet distance to a point; thence North 23° 00' 00" West 328.07 feet distance to a concrete highway monument; thence running along the Southwesterly right-of-way line of the New York State Thruway the following two (2) courses: South 39° 44' 50" East, 645.07 feet distance to a concrete highway monument; thence South 47° 10' 10" East, 289.00 feet distance to a set iron pin; thence running along the common boundary line of the

lands of Persons, on the West, and the lands of Niagara Mohawk Power Corp., on the East, the following three (3) courses: South 10° 52' 10" East, 165.00 feet to a set iron pin; thence South 41° 25' 10" East, 572.70 feet distance to a point in the centerline of Van Voast Road (a former county road); thence continuing South 41° 25' 10" East, 188.92 feet distance to a set iron pin; thence South 46° 07' 20" West and running along the Northwesterly line of Bullshead Road a distance of 411.17 feet to a concrete highway monument; thence South 45° 08' 10" West, continuing along said Northwesterly line and crossing Van Voast Road, a distance of 81.41 feet to a concrete highway monument; thence again continuing along the Northwesterly line of Bullshead Road the following two (2) courses: South 51° 10' 40" West, 261.55 feet distance to a concrete highway monument; thence South 45° 16' 40" West 228.50 feet distance to a concrete highway monument; thence North 36° 06' 40" West and along the common boundary line of the lands of Persons, on the Northeast, and the lands now or formerly of Gary Alikonis, on the Southwest, a distance of 142.98 feet to a set iron pin; thence running along the common boundary line of the lands of Persons, on the Northeast and Northwest, and along the aforesaid lands now or formerly of Hayes, on the Southwest and Southeast, the following two (2) courses: North 36° 19' 00" West, 196.35 feet along a stonewall and hedgerow to a set iron pin; thence South 60° 20' 40" West, 465.93 feet distance along a wire fence to the place of beginning and containing 35.52± acres of land.

ALSO ALL THAT PIECE OR PARCEL OF LAND, situate and being in the Town of Florida, County of Montgomery and State of New York, described as follows: All lands Northwesterly on Bullshead Road and Southeasterly of the centerline of former County Road designated Van Voast Road more particularly shown on a Survey Map of Charles D. Persons, Jr.

ALSO ALL THAT PARCEL OF LAND, situate in the Town of Florida, County of Montgomery and State of New York more particularly described as follows: BEGINNING at a concrete highway monument on the Northwesterly line of Bullshead Road where said Northwesterly line is intersected by the Southwesterly right-of-way line of the New York State Thruway and running thence from the place of beginning South 44° 52' 40" West and along the Northwesterly line of Bullshead Road a distance of 60.28 feet to a concrete highway monument; thence North 33° 24' 00" West and running along the common boundary line of the lands of Persons, on the Northeast, and the lands of Niagara Mohawk Power Corp., on the Southwest, a distance of 166.20 feet to a concrete highway monument; thence running along the aforesaid Southwesterly line of the Thruway the following two (2) courses: South 50° 52' 40" East, 49.51 feet distance to a concrete highway monument; thence South 55° 52' 20" East, 115.49 feet distance to the place of beginning and containing 0.11± acres of land, together with any rights or easements in the lands of Niagara Mohawk Power Corporation set forth in Book 290 of Deeds at Page 238.

LESS AND EXCEPT: All that certain piece or parcel of land situate, lying and being in the Town of Florida, County of Montgomery and State of New York bounded and described as follows:

Beginning at a point in the center of the highway extending from Kline to Minaville where the same is intersected by the division line between the lands of Charles D. Persons, Jr. and Marion Persons on the Southwest and lands now owned by Niagara Mohawk Power Corporation on the Northeast and running thence South 27° 17' West along the center of said highway and along the

division line between lands now owned by the said Persons on the West and lands now supposed to be owned by Charles D. Persons, Sr. on the East 65 feet more or less to station 11 + 73 of the traverse line of the proposed right of way of Niagara Mohawk Power Corporation; thence continuing South 27° 17' West along the center of said highway and along said division line 31.7 feet to a point distance 29.5 feet Southwesterly on the perpendicular from said traverse line; thence North 41° 07' West parallel to said traverse line 572.7 feet to a point; thence North 10° 34' West parallel to said traverse line and crossing a small creek 165 feet more or less to a point in the Southwesterly boundary of lands recently appropriated by the New York State Thruway Authority; thence Southeasterly along the division line between the lands of said Persons and the lands recently appropriated by the New York State Thruway Authority 430 feet more or less to the division line between the lands of said Persons and lands now owned by Niagara Mohawk Power Corporation; thence South 32° 27' East along said division line 245 feet more or less to the point or place of beginning, containing 1.57 acres, be the same more or less, all as shown on the drawing entitled in part, "Parcel 42A NIAGARA MOHAWK POWER CORPORATION AMSTERDAM-ROTTERDAM TRANSMISSION LINE 115 KV CHARLES D. PERSONS, JR- PURCHASE A-3851-E".

PARCEL 3:

All that piece or parcel of land situate in the Town of Florida, Montgomery County, New York, particularly bounded and described as follows:

COMMENCING at a point in the Easterly margin of the Public Highway leading from Amsterdam to Pattersonville, and known as the "Hill Road", said point being at the Northwest corner of lands of Charles Persons, Jr.; running thence in a general Easterly direction along the lands of said Charles Persons, Jr., to a point; thence in a general Northwesterly direction along lands of said Charles Persons, Jr., and the lands of the New York State Thruway to the lands of Edgar Beyer; thence in a general Westerly direction along lands of Edgar Beyer to lands of one Setchell; thence Southerly along the Easterly line of lands of said Setchell to a point; thence Westerly along the Southerly line of lands of Setchell to the Easterly margin of the highway aforesaid; thence Southerly along the Easterly margin of said highway to the point or place of beginning.

EXCEPTING AND RESERVING THEREFROM the premises conveyed by Beatrice L. Persons to the County of Montgomery by Warranty Deed dated May 25, 1964 and recorded in the Montgomery County Clerk's office May 27, 1964 in Book 353 of Deeds at page 425, and more particularly described as follows:

ALL THOSE PIECES OR PARCELS OF PROPERTY, hereinafter designated as Map No.15, Parcels No. 28 and 29, situate in the Town of Florida, County of Montgomery, State of New York, as shown on a map on file in the office of the County Superintendent of Highways at Fonda, New York and described as follows:

PARCEL No. 28

AREA – 0.35± Acres

Beginning at a point where the Northeasterly highway boundary of the existing Pattersonville Road, County Road No. 152 intersects the division line between the lands of Edward A. Setchell

and Dora M. Setchell on the North and Robert J. Persons and Beatrice L. Persons on the South, said point being 26± feet distant Northeasterly, measured at right angles from Station 29 + 20 of the survey base line for the improvement of the Pattersonville Road, County Road No. 152; Thence South 48° 11' East 84± feet through the lands of Robert J. Persons and Beatrice L. Persons to a point, said point being 45± feet distant Northeasterly, measured at right angles from Station 30 + 00 of the survey base line; thence South 36° 46' East 440± feet to a point, said point being 60± feet distant Northeasterly, measured at right angles from Station 34 + 40 of the survey base line; thence North 83° 48' East 214± feet to a point on the Northerly highway boundary of the existing Beyer Road, Town Highway, said point being 247± feet distant Northeasterly, measured at right angles from Station 35 + 42 of the survey base line; thence Westerly 242± feet along said Northerly highway boundary to a point where the said Northerly highway boundary intersects the Northeasterly highway boundary of the existing Pattersonville Road, County Road No. 152, said point being 23± feet distant Northeasterly, measured at right angles from Station 34 + 52 of the survey base line, thence Northwesterly 531± feet along said Northeasterly highway boundary to the point of beginning, being 0.35 acres, more or less.

PARCEL NO. 29

AREA – 0.95± Acres

Beginning at a point where the Northeasterly highway boundary of the existing Pattersonville Road, County Road No. 152 intersects the Southerly highway boundary of the existing Beyer Road, Town Highway, said point being 25± feet distant Northeasterly, measured at right angles from Station 34 + 98 of the survey base line for the improvement of the Pattersonville Road, County Road No. 152; thence Easterly 224± feet along said Southerly highway boundary to a point, said point being 233± feet distant Northeasterly, measured at right angles from Station 35 + 80 of the survey base line; thence South 63° 09' West 143± feet through the lands of Robert J. Persons and Beatrice L. Persons to a point, said point being 90± feet distant Northeasterly, measured at right angles from Station 35 + 60 of the survey base; thence South 33° 51' East 588± feet to a point on the division line between the lands of Robert J. Persons and Beatrice L. Persons on the North and Charles D. Persons, Jr. and Marion Persons on the South, said point being 80± feet distant Northeasterly, measured at right angles from Station 41 + 48 of the survey base line; thence Southwesterly 60± feet along said division line to the point where the said division line intersects the Northeasterly highway boundary of the existing Pattersonville Road, County Road No. 152, said point being 20± feet distant Northeasterly, measured at right angles from Station 41 + 48 of the survey base line; thence Northwesterly 650± feet along said Northeasterly highway boundary to the point of beginning being 0.95 acres, more or less.

All bearings referred to as true North.



MONTGOMERY COUNTY – STATE OF NEW YORK  
HELEN A BARTONE, COUNTY CLERK  
P O BOX 1500, FONDA, NY 12068

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2018-76429

Receipt#: 2018257951  
Clerk: AM  
Rec Date: 01/12/2018 11:44:39 AM  
Doc Grp: RP  
Descrip: EASEMENT  
Num Pgs: 11  
Rec'd Frm: NEXTERA ENERGY RESOURCES LLC

Party1: PHILLIPS JENNIFER  
Party2: BOULEVARD ASSOCIATES LLC  
Town: FLORIDA

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 100.00

Transfer Tax  
Transfer Tax 0.00

Sub Total: 0.00

Total: 100.00

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

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

Transfer Tax #: 766  
Transfer Tax  
Consideration: 0.00

Total: 0.00

Record and Return To:

JANET TRUESDALE  
FPL LAW DEPARTMENT  
700 UNIVERSE BLVD  
JUNO BEACH, FL 33408

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

Helen A Bartone  
Montgomery County Clerk

\*\*\*THIS IS NOT AN INVOICE\*\*\*

**AFTER RECORDING RETURN TO**

Orin Shakerdge  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

(This space reserved for recording information)

**OPTION AND COLLECTION EASEMENT**

THIS OPTION AND COLLECTION EASEMENT ("**Agreement**") is hereby granted and conveyed this 28 day of August, 2017 ("**Effective Date**") by and between Jennifer Phillips, whose mailing address is 123 Phillips Drive, Amsterdam, NY 12010 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, whose mailing address is 700 Universe Boulevard, Juno Beach, FL 33408; Attn: Land Services ("**Operator**"). Owner and Operator are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

**RECITALS**

A. Owner is the owner of a certain tract of real property located in Montgomery County, New York more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

B. Owner desires to grant and convey to Operator an option to acquire an easement for the construction, operation and maintenance of the following facilities for the collection and transmission of electric power over and across a certain portion of the Property not to exceed 13.56 acres for the High River Energy Center ("**Project**"), a solar project that Operator intends to develop in Montgomery County, New York. The portion of the Property to be used for Improvements and the exclusion area on which no Improvements are allowed is depicted in Exhibit C.

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easement (defined in Section 2) in accordance with the following terms and conditions.

a. The initial term of the Option shall be for four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have the right to extend the Initial Option Term for an additional three (3) years ("**Extended Option Term**") after notifying Owner at least thirty (30) days prior to the expiration date of the Initial Option Term. The Initial Option Term and Extended Option Term shall collectively be referred to as the "**Option Term**".

b. During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property upon proper notice to Owner for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Owner's use of the Property.

c. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easement will become effective ("**Commencement Date**"). Along with the Option Notice, Operator shall deliver to Owner a proposed plan showing the contemplated location and route of the Easement ("**Easement Area**") which shall serve as the **Exhibit B** to this Agreement. Operator may record the Option Notice and the **Exhibit B** in the County where the Property is located.

d. If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easement.** The easement described in Sections 2(a) shall be referred to as the "**Easement**".

a. On the Commencement Date, Owner does hereby grant, bargain, sell and convey unto Operator, an easement (which shall be a maximum of one hundred (100) feet in width) under, over and along the Easement Area for the purposes of erecting, constructing, replacing, removing, maintaining and utilizing, buried electrical cables at least forty-two inches (42") deep for the transmission of electrical energy and telecommunications, , and junction boxes, for use in connection therewith (collectively, the "**Collection Facilities**"); together with the right of ingress to and egress from the Collection Facilities over and along the Property with prior notice to Owner. While installing the Collection Facilities, Operator shall be permitted to use an additional fifty (50) feet in width adjacent to the Easement Area for purposes of construction.

b. Intentionally Omitted.

3. **Ownership.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easement. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Owner shall not construct, install, or permit to be constructed or installed, any structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon or near the Easement Area which would impair any of Operator's rights in this Agreement. Owner may continue farming operations in the Easement Area to the extent that it does not interfere with the Project. Owner shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Operator shall have the right, without compensation to Owner, to cut, prune and

remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Operator deems a threat or potential threat to the Facilities or its rights in this Agreement. Owner shall not grant or permit any person(s) claiming through Owner, other than Operator, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Operator in each instance, which consent Operator may grant, withhold or deny in its sole discretion.

5. **Term.**

(a) The initial term of the Agreement ("**Initial Term**") shall commence on the Commencement Date and end twenty (25) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Term of this Agreement for two (2) consecutive terms of twelve (12) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Term**") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Extended Term shall begin on the expiration date of the Initial Term or previous Extended Term. The Initial Term and the Extended Term shall collectively be referred to as the "**Term**".

(b) Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner. Upon termination of the Agreement, Operator shall remove all physical material pertaining to the Facilities to a depth of forty-two inches (42") beneath the soil surface, and restore the area formerly occupied by the Facilities to substantially the same physical condition that existed immediately before the installation of the Facilities.

In the event Operator sells its rights under this Agreement to an unaffiliated third party, Owner and such third party shall reach agreement on satisfactory security for the removal of Improvements and restoration of the soil surface.

6. **Mortgage.** Operator may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property. These various security interests in all or a part of the Property are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Operator's rights and obligations hereunder and Owner shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Owner.

7. **Assignment & Sublease.** Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of its interest in the Property, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any Assignment by Operator of its interests in this Agreement shall release Operator from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

8. **Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Owner has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner represents and warrants that, except as disclosed to Operator in writing, to the best of Owner's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Owner's ownership of the Property. Owner shall not violate in a material way any Environmental Law relating to the Property.

9. **Indemnity & Insurance.** Operator acknowledges and agrees that it shall hold Owner and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Operator exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Operator to maintain its Facilities. Operator acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

10. **Exclusivity.** Operator shall have the exclusive right (i) to use and possess the Property in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Property; and (iii) to undertake such other activities on the Property that may be related to the Project, including, without limitation, the storage of materials and equipment during the installation and construction of the Facilities; and development and operation of communications systems.

11. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

12. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation.

If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this agreement shall be to the court of competent jurisdiction.**

14. **Successors & Assigns.** The Easement and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

17. **Compensation.** The compensation due by Operator to Owner for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

18. **Improvements.** Operator shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials and property of every kind and character required for the construction and operation of portions of the Project on the Property, including, but not limited to, the Collection Facilities ("**Improvements**"). Notwithstanding the foregoing, Operator acknowledges and agrees that no Improvements shall be sited on the Owner's Property identified by cross-hatching on Exhibit C.

*[Signatures follow on next page]*





## EXHIBIT A

### Legal Description of Property

All that certain piece or parcel of land situate, lying and being in the Town of Florida, County of Montgomery and State of New York, bounded and described as follows:

On the North by land of John A. Van Husen, John and Charles Bartholomew, Jacob T. Van Olinda, on the East and South by lands of John H. Peak, on the West by land of Henry Peak and John Blood, containing about 96 acres.

LESS AND EXCEPT: A parcel of land by warranty deed dated June 2, 1891 and recorded in the Montgomery County Clerk's Office June 19, 1891 in Book 126 of Deeds at page 50, and more particularly described as follows:

All that certain strip or parcel of land from the Southerly line of the farm of Harvey Wemple situate in the town of Florida and bounded and described as follows: beginning at the junction of the lands of John H. Peek, said Harvey Wemple and the Westerly side of the highway leading from Phillips Locks to Charles Van Vechtens and running thence Westerly on the division line between the lands of said Peek and said Wemple to the lands of said Joseph Feltis about 816 feet; thence Northerly along the lands of said Feltis, one rod; thence Easterly in a line parallel with the line first above described and one rod therefrom to said highway above described about 816 feet; thence Southerly along said highway one rod to the place of beginning; being a parcel of land one rod wide and 816 feet deep or thereabouts.

**EXHIBIT B**

**Depiction of Easement Area**

*[To be provided with Option Notice]*

# EXHIBIT C

## Depiction Map of Exclusion Area NYS1344 and NYS1345

