

## Tompkins County Clerk Recording Page

**Return To**

COUCH WHITE LLP  
ENV

**Maureen Reynolds, County Clerk**

Tompkins County Clerk  
320 North Tioga Street  
Ithaca, NY 14850  
(607) 274-5431

Document Type: **LEASE**

Receipt Number: 19-243008

**Grantor (Party 1)**

STRAW, WAYNE L

**Grantee (Party 2)**

LANSING RENEWABLES LLC

**Fees**

|                  |         |
|------------------|---------|
| Recording Fee    | \$20.00 |
| TP-584 Form Fee  | \$5.00  |
| Pages Fee        | \$30.00 |
| State Surcharge  | \$20.00 |
| Total Fees Paid: | \$75.00 |

Transfer Amt: \$0.00

Instrument #: 2019-11143  
Transfer Tax #: 000241

Property located in **Lansing**

State of New York  
County of Tompkins

Recorded on September 4th, 2019 at 9:37:06 AM  
with a total page count of **6**.

Tompkins County Clerk

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

**Do Not Detach**

Memorandum of Lease  
Pursuant to Section 291-c of  
The New York Real Property Law

Date of Execution of Lease: April 21, 2016

Name and Address of Landlord: **WAYNE L. STRAW AND DORIS K. STRAW**  
339 Jerry Smith Road  
Lansing, NY 14882

Name and Address of Tenant: **LANSING RENEWABLES, LLC**  
a Delaware limited liability company  
101 Summer Street, 2<sup>nd</sup> Floor  
Boston, MA 02110

The Lease: Solar Energy Lease and Easement Agreement, dated April 21, 2016, by and between Landlord and SoCore NY Development LLC ("Original Tenant"), as assigned by Original Tenant to Nexamp Solar, LLC ("Second Tenant") by that certain Assignment and Assumption of Leases, dated December 21, 2017, as further amended by that certain First Amendment to Solar Energy Lease and Easement Agreement, dated March 6, 2018, as assigned by Second Tenant to Tenant by that certain Assignment Agreement, dated June 28, 2019, as further amended by that certain Second Amendment to Solar Energy Lease and Easement Agreement, dated August 27, 2019 (collectively, the "Lease").

Description of Property: 26.668 acres of that certain land located at 339 Jerry Smith Road, in the Town of Lansing, Tompkins County, New York, being a portion of Tax Map Number 16.-1-10, and is more particularly described on **Exhibit A** attached hereto.

Term of Lease: The Lease has a term commencing on April 21, 2016 and expiring twenty (20) years from the Operations Date. Tenant has the right to extend the term for two (2) renewal terms of ten (10) years each in accordance with the terms and provisions of the Lease.

**Record & Return:**  
Couch White, LLP  
Attn: David Breault  
540 Broadway, 7<sup>th</sup> Floor  
Albany, New York 12207

Memorandum of Lease:

This instrument (this "Memorandum"), executed in connection with the Lease, is intended to be and is entered into as a memorandum thereof solely for the purpose of recordation and the giving of notice of the tenancy created by the Lease and of the rights and obligations of Landlord and Tenant thereunder and shall not, in any event, be construed to change, vary, modify or interpret the Lease or any of the terms, covenants or conditions thereof, or any part thereof, which are set forth, described or summarized herein and reference is hereby made to the Lease for any and all purposes. If any term or condition of this Memorandum shall conflict with any term or condition of the Lease, the terms and conditions of the Lease shall control. Counterpart originals may be assembled in order to make one complete copy of this Memorandum and all such counterpart originals, when taken together, shall comprise but one and the same instrument. All capitalized terms used in this Memorandum shall have, unless otherwise defined herein, the meanings ascribed to them in the Lease.

***[Remainder of page intentionally left blank; Signature Page Follows]***

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Memorandum of Lease as of the date last written below.

**LANDLORD:**

X Wayne L. Straw  
Wayne L. Straw

X Doris K. Straw  
Doris K. Straw

X STATE OF NEW YORK     }  
                                          } ss.:  
COUNTY OF Tompkins

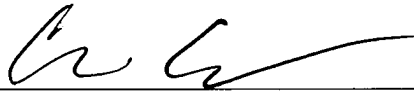
On the 22 day of Aug, in the year 2019, before me, the undersigned, personally appeared Wayne L. Straw and Doris K. Straw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Deborah K Munson  
Notary Public

**DEBORAH K MUNSON**  
Notary Public, State of New York  
No. 01MU6324574  
Qualified in Tompkins County  
Commission Expires May 11, 2023

TENANT:

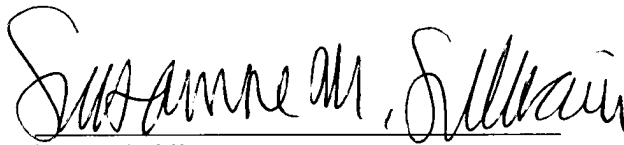
LANSING RENEWABLES, LLC

By: Chris ClarkTitle: SVPDate: 8/27/2019

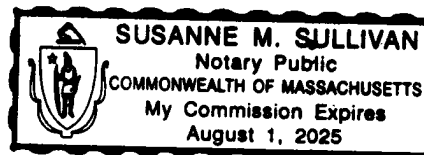
COMMONWEALTH OF MASSACHUSETTS }

COUNTY OF Suffolk} ss.:  
}

On the 27<sup>th</sup> day of August, in the year 2019, before me, the undersigned, personally appeared Chris Clark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Susanne M. Sullivan

**EXHIBIT A**

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

Beginning at a point on the northeasterly boundary of lands now or formerly owned by New York State Electric & Gas Corporation (L.365, P.573), said point of beginning being S56°36'04"E, a distance of 36.91 feet from the intersection of said northeasterly boundary of New York State Electric & Gas Corporation with the dividing line between lands now or formerly owned by Karen B. Huether, as Trustee of the Judy H. Barron Irrevocable Trust (Instrument #2014-12782) on the west and lands now or formerly owned by Wayne L. Straw & Doris K. Straw (L.535, P.680) on the east;

Thence N2°14'20"W, through the aforesaid lands now or formerly owned by Wayne L. Straw & Doris K. Straw, a distance of 801.16 feet to a point on the southerly boundary of Jerry Smith Road;

Thence N87°42'28"E, along said boundary of Jerry Smith Road, a distance of 106.36 feet to a point;

Thence the following nine (9) courses and distances through the aforesaid lands now or formerly owned by Wayne L. Straw & Doris K. Straw:

1. S0°00'00"E, a distance of 125.49 feet to a point;
2. N90°00'00"E, a distance of 497.01 feet to a point;
3. S56°25'15"E, a distance of 382.74 feet to a point;
4. S44°14'24"E, a distance of 144.43 feet to a point;
5. S0°00'00"W, a distance of 173.06 feet to a point;
6. S89°58'47"E, a distance of 357.81 feet to a point;
7. S0°24'21"E, a distance of 323.61 feet to a point;
8. S3°29'11"W, a distance of 327.98 feet to a point;
9. N90°00'00"W, a distance of 634.11 feet to a point on the first above mentioned northeasterly boundary of lands now or formerly owned by New York State Electric & Gas Corporation;

Thence N56°36'04"W, along said boundary of New York State Electric & Gas Corporation, a distance of 835.68 feet to the point of beginning; containing 26.668 acres, more or less.