



Tompkins County Clerk Recording Page

Return To

NEXAMP, INC.
101 SUMMER ST
BOSTON, MA 02110-1287

Maureen Reynolds, County Clerk

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

Document Type: **MISC**

Party 1

STRAW, WAYNE L

Fees

Recording Fee	\$20.00
Pages Fee	\$35.00
State Surcharge	\$20.00
Total Fees Paid:	\$75.00

Receipt Number: 24-420398

Party 2

NEXAMP

Instrument #: 2024-09600

State of New York
County of Tompkins

Filed on October 10th, 2024 at 3:15:01 PM
with a total page count of 7.

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

EXHIBIT "C"**Memorandum of Battery Storage Lease and Easement Agreement**

County: Tompkins
Tax ID No.: 16.-1-10
Address: 339 Jerry Smith Road
Township: Lansing

Record and return to:
Nexamp Solar LLC
101 Summer Street, 2nd Floor Boston, MA 02110
Attn: Alex Reilly

MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of **November 2nd, 2023** (the "**Effective Date**"), between WAYNE L. AND DORIS K. STRAW (collectively "Owner" or "Lessor"), and NEXAMP [ENTITY] ("**Grantee**" or "**Lessee**"), with regards to the following:

1. Battery Storage Agreement. Lessor and Lessee did enter into that certain Battery Storage Lease and Easement Agreement dated as of **11/02/2023** (the "**Agreement**"), which affects the real property located in Lansing Township, TOMPKINS County, State 'of New York, as more particularly described in Exhibit A-1 attached hereto, and shown on the leased property plan attached hereto as Exhibit A-2 (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. Lessor's address, as set forth in the Agreement: Wayne L. and Doris K. Straw, 339 Jerry Smith Road, Lansing, NY 14882. Lessee's address, as set forth in the Agreement: 4 Liberty Square, Third Floor, Boston, MA 02109. Attn: Alex Reilly

3. Grant of Rights and Easements. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants (or shall grant) to Lessee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; and (b) the right to undertake any other activities necessary to accomplish the purposes of the Agreement.

4. Term. The Agreement shall be for an initial Development Term of up to **two (2) years**, a subsequent Construction Term of up to **eighteen (18) months**, an option for a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Operations Term of up to **twenty (20) years**, and two subsequent Extended Operations Terms of up to a total of **twenty (20) years**, with each such Extended Operations Term exercisable by Lessee up to 0 days before expiration of the rec mg Operations or Extended Operations Term as the case may be for a maximum total term commencing on **11/02/2023** and ending 44 years 6 months from such date, or on **05/02/2067**. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

5. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Lessee or Lessee's assignees has certain rights regarding notice and right to cure any default of Lessee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

6. Assignment. Lessee's rights and obligations under the Agreement shall be assignable without Lessor's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Battery Storage Project contemplated by the Agreement.

7. Non-Interference and Setbacks. To the extent permitted by law, Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Lessee, such Sublessee or such Affiliate. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Lessee.

8. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Agreement and all of Lessee's rights, title and interests created thereby, (ii) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement, and (iii) Lessee's right to create a lien in favor of any lender of Lessee's.

9. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Lessor and Lessee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Lessee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

10. No Ownership. Lessor shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Lessee may remove any or all Project Facilities at any time.

11. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

12. Title Reference. This Memorandum affects the land owned by Lessor pursuant to that certain Warranty Deed from Augustus C. Wolfe and Berguene Wolfe, individually and as tenants by the entirety, dated January 31, 1973 and recorded with the deed records of Tompkins County, New York in Liber 535, Page 680.

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

LESSOR:

By: Wayne L. Straw
WAYNE L. STRAW

LESSOR:

By: Doris K. Straw
DORIS K. STRAW

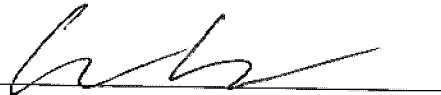
STATE OF NEW YORK)
County of Tompkins) ss.:
New York (SD)

On the 7th day of November in the year 2023, before me, the undersigned, a notary public in and for said State, personally appeared Wayne L. and Doris K. Straw personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Shavani Dhameeth
Notary Public

SHAVANI DHAMEETH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DH0001656
Qualified in Tompkins County
My Commission Expires 02-16-2027

LESSEE:
NEXAMP SOLAR LLC

BY: 

STATE OF MASSACHUSETTS

)

) ss.:

COUNTY OF SUFFOLK

)

On this))) day of November 20, 2023 before me, the undersigned notary public, personally appeared Chris Clark, Chief Development Officer of Nexamp Solar, LLC, proved to me through satisfactory evident of identification, which were Personal recognition, to be the person whose name is signed on the preceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My commission expires July 12 2024

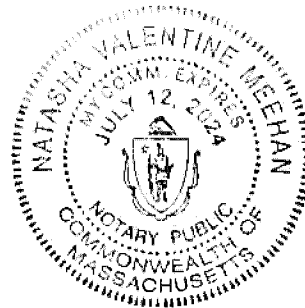


Exhibit "A-1" to

MEMORANDUM OF BATTERY STORAGE ENERGY LEASE AND EASEMENT AGREEMENT

Description of the Property

The following described land located in Lansing Township, Tompkins County, State of New York, containing 57.79 acres, more or less:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, being parts of Military Lot No. 62 in said town, bounded and being more fully described in Volume 535, Page 680 and Instrument No. 0294 in the deed records of Tompkins County, New York.

Exhibit "A-2" to

MEMORANDUM OF BATTERY STORAGE ENERGY LEASE AND EASEMENT AGREEMENT

Lease Plan

Owner's property includes the area in yellow below. Grantee's intention as of *the* Effective Date is to lease an approximately 70,000 to 90,000 square feet portion of the area in green, subject to adjustment based on Grantee's due diligence; the final Property under lease shall be updated at the commencement of the Operations Term and a revised drawing shall be substituted for this Exhibit in the Lease. In addition, Owner shall grant to Grantee an easement for access and electric transmission approximately along the path in red shown below from the public road to the Property.