



Appendix K – Legal Consent between Landowners and NYSOLAR06





County Clerk's Recording Page

Return to:

NYSOLAR DEV CO
330 W GOETHE ST
CHICAGO, IL 60610

Book Type: D Book: 11368 Page: 1133

Page Count: 8
Doc Type: LEASE/MEMO
Rec Date: 10/21/2020
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Control #: 2020179087
UserID: Eileen
Trans #: 20355109
Document Sequence Number
TT2020006204

Party 1:

EMERY JONATHAN PAUL

Party 2:

NYSOLAR06 LLC

Recording Fees:

RECORDING	\$60.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
TP584	\$10.00

Consideration Amount: 1000.00

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$0.00
ROAD FUND TT	\$0.00

Total: \$90.00

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Michael P. Kearns
Erie County Clerk

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of July 10th, 2020 (the "Effective Date"), between Jonathan Paul Emery and Inga Anders Emery, husband and wife, ("Owner"), and NYSOLAR06 LLC, a New York limited liability company ("Grantee"), with regards to the following:

1. **Solar Agreement.** Owner and Grantee did enter into that certain Solar Energy Lease and Easement Agreement of even date herewith (the "Agreement"), which affects a portion of the real property located in Erie County, State of New York, as more particularly described in Exhibit A attached hereto (the "Overall Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. **Grant of Rights.** The Agreement grants Grantee an exclusive leasehold interest in a portion of the Property, and grants (or shall grant) to Grantee 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; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to subjacent and lateral support for the Project Facilities; (g) a solar easement; and (h) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Leased Property that might cause a decrease in the output or efficiency of any of the Project Facilities. Grantee shall have the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. Owner further agrees to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. The Agreement also provides a right of first refusal to purchase the Property from Owner. The Agreement grants the aforementioned rights on a portion of the Overall Property, more specifically described in Exhibit A-1 ("Leased Property"). The Agreement also grants a Road Use Easement to Grantee to the area depicted (and described) on Exhibit A-2 attached hereto.

{the space below is reserved for recording information: this Memorandum continues on the following page}

Tax exempt per
file - TP 584

792-7

179087

3. Term. The Agreement shall be for an initial Development Term of up to sixty (60) months, a subsequent Construction Term of up to twelve (12) months (with a right to extend), and a subsequent Operations Term of up to twenty-five (25) years. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Grantee or Grantee's assignees has certain rights regarding notice and right to cure any default of Grantee 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.

5. Assignment. Grantee's rights and obligations under the Agreement shall be assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law Owner 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 Grantee, such Sublessee or such Affiliate. Owner 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 Grantee.

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

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

9. No Ownership. Owner 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 Grantee may remove any or all Project Facilities at any time.

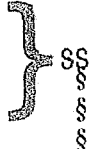
10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

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

[signatures appear on following pages]

By: Inga Anders Emery
Name: Inga Anders Emery

Kingdom of Spain
Province and City of Madrid
STATE OF Embassy of the United States
of America
COUNTY OF _____



On the 5th day of August, in the year 2021 before me, the undersigned, personally appeared Inga Anders Emery, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[SEAL]



Sally F. Boyle

Notary Public
State of _____
United States of America

My commission expires: N/A

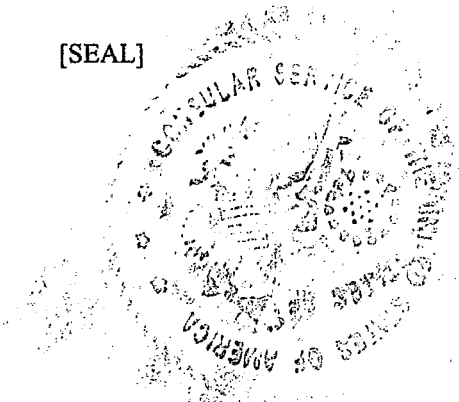
Owner:
Jonathan Paul Emery and Inga Anders Emery,
husband and wife

By: Jonathan Paul Emery
Name: Jonathan Paul Emery

STATE OF Kingdom of Spain
Province and City of Madrid
Embassy of the United States
COUNTY OF of America } §§
§
§

On the 5th day of August, in the year 2020 before me, the undersigned, personally appeared Jonathan Paul Emery, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[SEAL]

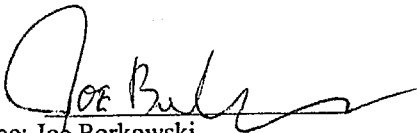


Sally F. Boyle
Notary Public
State of United States of America
VICE CONSUL

My commission expires: 12/17

GRANTEE:
NYSOLAR06 LLC

By: Horizon Solar Power LLC, Manager

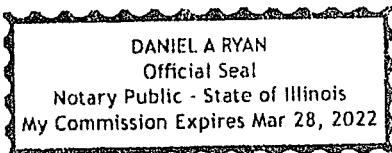
By: 
Name: Joe Borkowski
Title: Managing Director


STATE OF ILLINOIS
COUNTY OF COOK

§
§
§

On the 16th day of OCTOBER, in the year , before me, the undersigned, personally appeared JOSEPH F BORKOWSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[SEAL]




Notary Public
State of ILLINOIS

My commission expires: 3/28/22

Prepared by and after recording return to:
Horizon Solar Power
330 W Goethe St
Chicago IL 60610
E
NYSOLAR DEVO
330 W. Goethe St.
Chicago, IL 60610
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STATE OF ILLINOIS
DEPARTMENT OF REVENUE

Director of Revenue

Director of Revenue
Department of Revenue
State of Illinois

STATE OF ILLINOIS

DEPARTMENT OF REVENUE

Reference to the law of 1913, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Chicago, and to the law of 1914, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of St. Louis, and to the law of 1915, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Minneapolis, and to the law of 1916, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Kansas City, and to the law of 1917, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Dallas, and to the law of 1918, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of New York, and to the law of 1919, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Philadelphia, and to the law of 1920, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Richmond, and to the law of 1921, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Cleveland, and to the law of 1922, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of St. Paul, and to the law of 1923, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of San Francisco, and to the law of 1924, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Boston, and to the law of 1925, Chapter 108, Section 1, which provides that the State of Illinois shall be a party to the Federal Reserve Bank of Chicago.

[Stamp]

[Signature]
Director of Revenue

DANIEL A. RYAN
Chief Clerk
State of Illinois
My Commission Expires Mar. 28, 2025

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE
Director of Revenue

Exhibit "A" to

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Description of the Property

All that Tract or Parcel of Land situate in the Town of Grand Island, County of Erie and State of New York, being part of Lot 65 of said Island, more particularly bounded and described as follows:

Beginning at the southwest corner of lands conveyed to John L. Klute and Sandra Klute by deed recorded in the Erie County Clerk's Office in Liber 9339 of Deeds at Page 564, being 638.00 feet west of the southeast corner of Lot 65 as measured along the south line of said Lot, also being the center line of Whitehaven Road, being 66.0 feet wide; Thence northerly parallel with the east line of Lot 65, a distance of 550.00 feet, to a point; Thence easterly parallel with the south line of Lot 65, a distance of 554.00 feet, to a point; Thence northerly parallel with the east line of Lot 65, a distance of 2128.11 feet, to a point on the north line of Lot 65; Thence westerly along the north line of Lot 65, a distance of 704.00 feet, to a point; Thence southerly parallel with the east line of Lot 65, a distance of 2645.11 feet, to a point on the south line of Lot 65; Thence easterly along the south line of Lot 65, a distance of 150.00 feet, to the Point of Beginning. Containing 36.17 acres of land, more or less.

Excepting from the above-described lands the portion lying within Whitehaven Road.

Exhibit "A-1" to

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Description of the Leased Property

All that Tract or Parcel of Land situate in the Town of Grand Island, County of Erie and State of New York, being part of Lot 65 of said Island, more particularly bounded and described as follows:

Beginning at the southwest corner of lands conveyed to John L. Klute and Sandra Klute by deed recorded in the Erie County Clerk's Office in Liber 9339 of Deeds at Page 564, being 638.00 feet west of the southeast corner of Lot 65 as measured along the south line of said Lot, also being the center line of Whitehaven Road, being 66.0 feet wide; Thence northerly parallel with the east line of Lot 65, a distance of 550.00 feet, to a point; Thence easterly parallel with the south line of Lot 65, a distance of 554.00 feet, to a point; Thence northerly parallel with the east line of Lot 65, a distance of 2128.11 feet, to a point on the north line of Lot 65; Thence westerly along the north line of Lot 65, a distance of 704.00 feet, to a point; Thence southerly parallel with the east line of Lot 65, a distance of 2645.11 feet, to a point on the south line of Lot 65; Thence easterly along the south line of Lot 65, a distance of 150.00 feet, to the Point of Beginning. Containing 36.17 acres of land, more or less.

Excepting from the above-described lands the portion lying within Whitehaven Road.