

**Appendix B: Memoranda of Lease**



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016003011

Receipt#: 201606157881

Clerk: AH

Rec Date: 05/12/2016 12:47:39 PM

Doc Grp: D

Descrip: AGR/DEEDS/TP584

Num Pgs: 8

Rec'd Frm: RES AMERICA

Party1: TUNSTALL JOHN J

Party2: BALL HILL WIND ENERGY LLC

Town: VILLENova

Recording:

Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 85.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 89.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016003587  
 Consideration: 821.00

Transfer Tax	4.00
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Total: 4.00

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

**MEMORANDUM OF WECS SETBACK WAIVER AND CONSENT AGREEMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder’s Use Only)

THIS MEMORANDUM OF WECS SETBACK WAIVER AND CONSENT AGREEMENT (“*Memorandum*”) is made and entered into as of April 08, 2016 by and between John J. Tunstall and Chere Kent-Tunstall (“*Owner*”) and Ball Hill Wind Energy, LLC, a Delaware limited liability company (the “*Company*”).

1. **Waiver and Consent.** For the term and upon the provisions set forth in that WECS Setback Waiver and Consent Agreement of even date herewith between Owner and the Company (the “*Agreement*”), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Owner hereby waives application to the Premises of Wind Energy Conversion System setbacks and noise limits as specified in Town of Villenova Local Law No.1 of 2007.
  
2. **Term.** The Term of the Agreement is thirty (30) years, commencing on April 08 2016 which the Company has the option to extend for three (3) periods of ten (10) years each.
  
3. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Agreement and in no way modifies the express provisions of the Agreement. This Memorandum shall continue to constitute notice of the Agreement, even if the Agreement is subsequently amended.
  
4. **Successors and Assigns.** Owner and the Company intend that the covenants, conditions and restrictions contained in the Agreement shall be both personal to Owner and the Company and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.


5. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed as of the date first written above.

OWNER:


By:   
Name: John J. Tunstall

By:   
Name: Chere Kent-Tunstall

COMPANY:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments Inc.,  
its Manager

  
By: \_\_\_\_\_  
Name: Peter Rood  
Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared John J. Tunstall, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

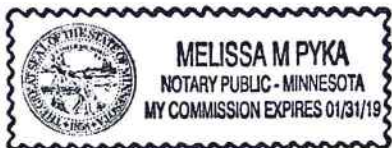
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Chere Kent-Tunstall, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 08<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Road, 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.



Melissa M. Pyka  
Notary Public

EXHIBIT A TO MEMORANDUM OF AGREEMENT

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot 46, Town 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point of intersection of the center line of the Pope Hill Road with the north line of Lot 46; running thence South 37° 36' East, 100 feet along said center line; thence South 60° 03' West, 441 feet to a set iron; continuing South 60° 26' West, 241.88 feet to a set iron; thence North 17° 12' West, 438.89 feet to a set iron to the north line of said Lot 46; thence South 89° 57' East, 661.27 feet along said north line to the center line of the Pope Hill Road and the point or place of beginning.

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lots No. 46 and 54 in the 5th Township and 10th Range of the Holland Land Company's Survey, bounded as follows: Beginning at a point in the North line of Lot No. 46 where it intersects the centerline of Pope Hill (49.5') Road; thence southerly along the centerline of said Pope Hill Road on a line South 37 degrees 36 minutes East 100 feet to a point; thence southwesterly on a line South 60 degrees 03 minutes West 441.0 feet to a point; thence southwesterly on a line South 60 degrees 26 minutes West 318.0 feet to a point; thence southerly on a line South 09 degrees 02 minutes East 206.5 feet to a point; thence southerly on a line South 24 degrees 10 minutes West 739.5 feet to a point in a 40 inch Maple Tree; thence southerly on a line South 07 degrees 47 minutes West 325.0 feet to a point in a fence line; thence West along said fence line North 89 degrees 37 minutes West 1008.6 feet to a point, which is a corner of a fence line; thence North along a line North 0 degrees 20 minutes East 1651.7 feet to point which is a corner of a fence line and the North bounds of Lot 54; thence along the North bounds of Lots 54 and 46 on a line South 89 degrees 57 minutes East 1911.2 feet to the center of Pope Hill Road or point or place of beginning, containing 50.17 acres more or less.

EXCEPTING AND RESERVING from the above described parcel all that tract, piece or parcel of land, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot 46, Town 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point of intersection of the center line of the Pope Hill Road with the north line of Lot 46; running thence South 37° 36' East, 100 feet along said center line; thence South 60° 03' West, 441 feet to a set iron; continuing South 60° 26' West, 241.88 feet to a set iron; thence North 17° 12' West, 438.89 feet to a set iron on the north line of said Lot 46; thence South 89° 57' East, 661.27 feet along said north line to the center line of the Pope Hill Road and the point or place of beginning.

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Villenova, County of Chautauqua, State of New York, and being a part of Lot 46 and Lot 54, Town 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

**BEGINNING** at a point on the existing centerline of Pope Hill Road and on the northerly bounds of Lot 46; thence S 89-18-46 E along the said Lot Line, 39.90 feet to an iron stake; thence continuing along the same line 1186.18 feet to an iron stake; thence S 01-33-52 W along the lands now or formerly owned by Stella Kazmierczak 753.37 feet to an iron stake; thence S 89-32-41 E along the said lands of Kazmierczak 1322.55 feet to an existing iron stake; thence S 00-47-22 W along the lands now or formerly owned by Gloria Coon described in Liber 1912 of deeds at Page 190, 774.29 feet to an iron stake; thence N 89-24-44 W along the lands now or formerly owned by Robert Troutman described in Liber 1140 of deeds at Page 360, 1319.27 feet to an iron stake; thence continuing along the same line 30.11 feet to a point on the said centerline of Pope Hill Road; thence N 88-57-35 W along the lands now or formerly owned by Herman Warner described in Liber 2035 of deeds at Page 415 and 417, 31.30 feet to an iron stake; thence continuing along the same line 1896.74 feet to an iron stake; thence S 01-29-59 W along the said lands of Warner, 152.78 feet to an iron stake; thence N 98-43-48 W along the said lands of Warner, 156.32 feet to an iron stake; thence N 07-47-00 E along the lands now or formerly owned by Francis Kyser described in Liber 1090 of deeds at Page 447, 325.00 feet to an iron stake; thence N 24-38-19 E along the said lands of Kyser, 739.5 feet to an iron stake; thence N 09-03-56 W along the said lands of Kyser, 206.50 feet to an iron stake; thence N 60-48-07 E along the said lands of Kyser, 318.00 feet to an iron stake; thence N 60-08-16 E 416.03 feet to an iron stake; thence continuing along the same line 24.97 feet to an existing iron stake on the said centerline of Pope Hill Road; thence N 36-43-11 W along the said road centerline 100.00 feet to the point or place of beginning containing 85.920 acres according to a survey made by Donald R. Long, Land Surveyor, dated October 2, 1985.

**EXCEPTING ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND**, situate and lying in the Town of Villenova, County of Chautauqua and State of New York, being a portion of Lot 46, Town 5, Range 10 of the Holland Land Company's survey and being more particularly bounded and described as follows:

**BEGINNING** at a point in the center of Pope Hill Road, said point being S 36° 43' 11" E, a distance of 100.00 feet from the intersection of the center of said Pope Hill Road with the north bounds of Lot 46, as measured along the center of said Pope Hill Road; thence from the point-of-beginning, S 36° 43' 11" E, along the center of said Pope Hill Road, a distance of 366.43 to a point; thence S 60° 08' 16" W, a distance of 393.11 feet to an iron; thence N 09° 03' 56" W, a distance of 318.00 feet to an iron; thence N 60° 08' 16" E, a distance of 441.00 feet to a point, the point-of-beginning. Containing 7.124 ± acres.

**ALSO EXCEPTING ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 46 in Township 5 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows:

**BEGINNING** in the centerline of Pope Hill Road as now laid out and occupied at the intersection thereof with the north line of Lot 46; thence southeasterly a distance of 1933.2 feet along said centerline of Pope Hill Road to the intersection thereof with the southerly line of lands of first party; thence easterly at an interior angle of 127 degrees 53 minutes a distance of 1348.3 feet along said southerly line of lands of first party to an existing iron pin at the southeasterly corner thereof, and passing through an iron pin located 30.4 feet easterly along the last described course from said centerline of Pope Hill Road; thence northerly at an interior angle of 90 degrees 10 minutes a distance of 774.2 feet along the easterly line of lands of first party to an existing iron pin at a deflection point therein; thence westerly at an interior angle of 89 degrees 41 minutes a distance of 1321 feet along said easterly line of lands of first party to an iron pin at a deflection point therein; thence northerly at an interior angle of 271 degrees 07 minutes a distance of 754.7 feet along said easterly line of lands of first party to a stake in said north line of Lot 46; thence

westerly at an interior angle of 89 degrees 04 minutes a distance of 1229.5 feet along said north line of Lot 46 to the point or place of beginning, and passing through an existing iron pin located 44.5 feet easterly along the last described course from said centerline of Pope Hill Road, and containing 45.3 acres of land more or less.



**ALSO EXCEPTING ALL THAT TRACT OR PARCEL OF LAND** *situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 46 in Township 5 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows:*

**BEGINNING** *in the centerline of Pope Hill Road (49.5 feet wide) as now laid out and occupied at the point located 1179.2 feet southeasterly along said centerline of Pope Hill Road from the intersection thereof with the north line of Lot 46; thence continuing southeasterly along said centerline of Pope Hill Road a distance of 754 feet to the intersection thereof with the southerly line of lands of Troutman; thence westerly at an interior angle of 52 degrees 07 minutes a distance of 447.3 feet along said southerly line of Troutman lands to an iron pin, and passing through an existing iron pin located 32 feet westerly along the last described course from said centerline of Pope Hill Road; thence northwesterly at an interior angle of 127 degrees 53 minutes a distance of 479.4 feet through said Troutman lands to an iron pin; thence northeasterly at an interior angle of 90 degrees 00 minutes a distance of 353 feet through said Troutman lands to the point or place of beginning, and passing through an iron pin located 28 feet southwesterly along the described course from said centerline of Pope Hill Road, and containing 5 acres of land more or less.*

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of April 18, 2016, by and between Robert D. Barnes and Susan E. Barnes ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

~~April 18, 2016~~ <sup>April 4, 2016</sup> **Term.** The Development Term of the Lease is seven (7) years, commencing on ~~December~~ <sup>April 4, 2016</sup> 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Robert D. Barnes

Name: Robert D. Barnes

By: Susan E. Barnes

Name: Susan E. Barnes

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: 

Name: Peter Rood

Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 23<sup>rd</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Robert D. Barnes, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF Wyoming )

On the 7<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Susan E. Barnes, 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.

Sharon A. Howden  
Notary Public

Minnesota  
STATE OF COLORADO )  
 )  
Hennepin  
COUNTY OF BROOMFIELD )

SHARON A. HOWDEN  
Notary Public, State of New York  
Qualified in Wyoming County  
My Commission Expires April 30, 2019

On the 10 day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Road, 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.

Melissa M. Pyka  
Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

**ALL THAT TRACT OR PARCEL OF LAND**, in the Town of Villenova, County of Chautauque, State of New York, being the south part of Lot No. 46 in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of townships of the Holland Land Company's Survey, bounded south on the south line of said lot 46; east by the east line of said lot 46; on the north by lands formerly owned by John Steward; and west by the west line of said lot 46, containing 50 acres of land.

**ALSO** part of Lot 45 in the same township and range and bounded as follows: Beginning at the northeast corner of said lot 45 and running west on the north line of said lot, 59 chains and 81 links; thence south 3 chains and 34 1/3 links; thence east on a line parallel to the said north line 59 chains 81 links; thence north 3 chains and 34 links to the place of beginning; containing 20 acres of land, being in all 70 acres of land.

**ALSO, ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauque and State of New York, distinguished by a part of Lot No. 45 in Township 5 in the 10<sup>th</sup> Range of Townships of the Holland Land Company's Survey, bounded as follows: Commencing at a hemlock stake in the west line of said lot at the southwest corner of land now or formerly owned by George Sharp; thence south on said west line 26 chains 85 links; thence east parallel to the north line of said lot 16 chains and 63 links to a stake; thence north parallel to said west line 6 chains 26 links to a stake; thence east parallel to said north line 43 chains 18 links to the east line of said lot; thence north along said east line which is the center of the highway 20 chains 59 links to lands now or formerly of George Sharp; thence west parallel to said north line of the lot, 59 chains 81 links to the place of beginning. Excepting and reserving so much as is now used and occupied as a School House Site. The entire premises above described consists of approximately 203 acres of land. Also excepting approximately 15.225 acres of land by deed from Sidney V. Ortel and Janice C. Ortel to Joseph W. Zrimsek and Judy A. Zrimsek, Liber 1439 page 440.

**EXCEPTING AND RESERVING, ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauque and the State of New York, being a part of Lot-46 and a part of Lot-45, Town -5 and Range-10 of the Holland Land Company's survey and being further bounded and described as follows:

**BEGINNING** at the southwesterly corner of Lot-46; thence North 02° 24' 35" West 554.66 feet along the westerly bounds of Lot-46 to an existing iron pin & cap; thence North 88° 25' 32" East 3137.89 feet to a 1 inch diam. iron pipe and cap; thence continuing North 88° 25' 32" East 44.47 feet to a point on the centerline of Pope Hill Road; thence South 39° 00' 52" East 62.97 feet along the said road centerline to a point; thence South 88° 25' 32" West 44.47 feet to a 1 inch diam. iron pipe and cap; thence continuing South 88° 25' 32" West 1964.92 feet to a 1 inch diam. iron pipe and cap; thence South 02° 20' 34" East 2090.19 feet to a 1 inch diam. iron pipe and cap; thence South 88° 22' 03" West 314.00 feet to a 1 inch diam. iron pipe and cap; thence South 02° 18' 55" East 413.16 feet to a 1 inch diam. iron pipe and cap; thence South 88° 22' 43" West 1097.58 feet to a 1 inch diam. iron pipe and cap on the westerly bounds of Lot-45; thence North 02° 12' 16" West 716.53 feet along the said westerly lot bounds to an existing iron pin and cap; thence North 02° 20' 12" West 1283.67 feet along the said lot bounds to the point or place of beginning.

Containing 82.00 acres of land more or less according to a land survey prepared by Steven A. Carlson, L.L.S. dated September 6, 2006 and designated as Job No. S-1-1-06.

***ALL THAT TRACT OR PARCEL OF LAND***, situate in the Town of Villenova, County of Chautauqua and the State of New York, being a part of Lot 45, Town 5, and Range 10 of the Holland Land Company's Survey and being further bounded and described as follows:

**BEGINNING** at an existing iron pin located at the southwest corner of lands conveyed by M & L Trucking, LLC. to Robert D. Barnes and Susan E. Barnes by Warranty Deed dated November 1, 2006, recorded in the Chautauqua County Clerk's Office on November 8, 2006 in Liber 2613 of Deeds at page 381; thence S 88° 22' 03" W a distance of 314.00 feet to an existing iron pin; thence S 2° 18' 55" E a distance of 413.16 feet to an existing iron pin; thence S 88° 22' 43" W a distance of 1,097.58 feet to an existing iron pin marking the southwest corner of lands conveyed to parties of the first part by M & L Trucking, LLC. by Warranty Deed recorded in the Chautauqua County Clerk's Office on December 11, 2007 in Liber 2641 of Deeds at page 885; thence N 2° 12' 16" W a distance of approximately 716.53 feet to an existing iron pin; thence N 2° 20' 12" W a distance of approximately 1,060.45 feet to a point, which point is 220.44 feet southerly from the north line of Holland Land Company Lot 45; thence N 88° 25' 32" E a distance of approximately 1,411.58 feet to an existing iron pin on the west line of lands conveyed by M & L Trucking, LLC. to Barnes as aforesaid; thence S 2° 20' 34" E a distance of approximately 1,400.00 feet along said Barnes' westerly line to the point and place of beginning.

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## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of July 27, 2016, by and between Troy A. Clugston and Tina L. Clugston, "**Landlord**") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited



throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on JULY 27 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Troy A. Clugston  
Name: Troy A. Clugston

By: Tina L. Clugston  
Name: Tina L. Clugston

TENANT:

Ball Hill Wind Energy, LLC,  
a Delaware limited liability company

By: RES America Developments Inc.,  
a Delaware corporation,  
its Manager

By: Peter Rood  
Name: PETER ROOD  
Title: REGIONAL VICE PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of July in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Troy A. Clugston, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of July in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Tina L. Clugston, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 27<sup>th</sup> day of JULY in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared PETER ROOD, 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.

H. Granger  
Notary Public

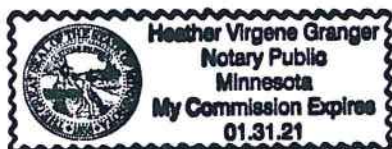


EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, county of Chautauqua, and State of New York, being the southeast part of lot number thirty (30) in the fifth township and tenth Range of the Holland Land Company's Survey, bounded east by the east bounds of said lot, 15 chains and 39 links, south by the south bounds of said lot twenty six (26) chains, west by a line parallel to the east and west bounds of said lot at the distance of thirty three (33) chains thirty three (33) links east from the west bounds of said lot, 15 chains 39 links and north by a line parallel to the south bounds of said lot twenty six (26) chains, containing forty (40) acres more or less.

ALSO ALL THAT OTHER TRACT OF LAND, situate in the Town, County and State aforesaid and being part of lot, township and range aforesaid, commencing at a stake in the south line of said thirty (30), at the distance of sixteen (16) chains, sixty six (66) links and two thirds of a link east from the west line of said lot 30, running thence north fifteen (15) chains; thence east sixteen (16) chains and sixty six and two thirds (66 2/3) links; thence south fifteen (15) chains; thence west sixteen (16) chains, sixty six and two thirds (66 2/3) links to the place of beginning, containing twenty-five (25) acres more or less.

EXCEPTING AND RESERVING therefrom two (2) acres heretofore deeded to James Hamlin by John Dibble. Also excepting so much thereof as was deeded by Clara E. Bettis to James Terry by deed dated July 1, 1905, recorded in Liber 221 of Deeds at Page 411.

ALSO ALL THAT OTHER TRACT OF LAND, situate in the Town, County and State aforesaid, being a part of lot no. 30, Town 5, Range 10, of the Holland Land Company's Survey, bounded as follows: COMMENCING at the southeast corner of lands formerly owned by Frank Hoffstetter; thence east seventeen chains (17), seventy four (74) links to the center of the highway leading to Forestville from Villenova; thence northerly along the center of said highway five (5) chains fifty three (53) links to lands formerly owned by Frank Hoffstetter; thence westerly along said Hoffstetter's south line of lands owned by said Frank Hoffstetter fifteen (15) chains thirty eight (38) links; thence south along said Hoffstetter land two chains (2), sixty two (62) links to the place of beginning, containing six and one tenth (6 1/10) acres more or less.

EXCEPTING AND RESERVING from the secondly above described premises all premises southwesterly of the center line of the Forestville-Villenova highway.

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of MAY 31, 2016, by and between Nelson D. Crowell and Betty L. Crowell, as trustees of the Nelson D. Crowell and Betty L. Crowell Revocable Living Trust, having a life estate for and during their natural lifetime, and Stephen R. Crowell Sr. and Kristan N. Crowell, as to the remainder ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on MAY 31, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Nelson D Crowell  
Name: Nelson D. Crowell, as trustee of the  
Nelson D. Crowell and Betty L. Crowell  
Revocable Living Trust, as to the life estate

By: Betty L. Crowell  
Name: Betty L. Crowell, as trustee of the  
Nelson D. Crowell and Betty L. Crowell  
Revocable Living Trust, as to the life estate

By: [Signature]  
Name: Stephen R. Crowell Sr., as to the  
remainder

By: Krista Crowell  
Name: Kristan N. Crowell, as to the remainder

TENANT:

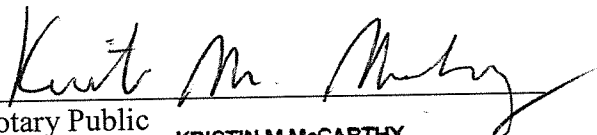
**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: [Signature]  
Name: PETER ROOD  
Title: VICE PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

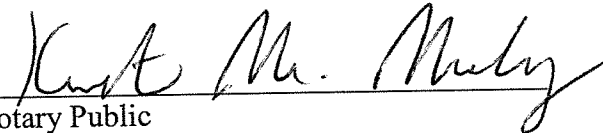
On the 19<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Nelson D. Crowell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.



Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

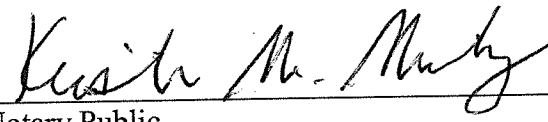
On the 19<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Betty L. Crowell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.



Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Stephen R. Crowell Sr., 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.

  
Notary Public

**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019



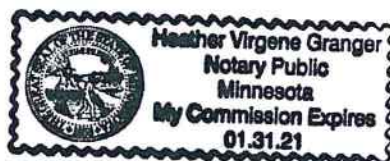
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Kristan N. Crowell, 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.

  
\_\_\_\_\_  
Notary Public  
**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 31<sup>st</sup> day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared PETER ROOD, 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.




  
\_\_\_\_\_  
Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

X ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, being part of Lot No. 23, Township 5 and Range 10 of the Holland Land Company's Survey, bounded and described as follows: Commencing in the center of the highway known as Dye Road at the southeast corner of lands deeded by Nelson Crowell and Betty Crowell to Ives; thence west along the south line of said Ives' land five hundred feet to a point; thence south at right angles three hundred seventy-five feet to a point; thence east at right angles to the center of the highway, which is the point or place of beginning of the parcel being conveyed; thence continuing east across the highway one hundred fifteen feet to a point; thence north at right angles one hundred fifty feet to a point; thence west one hundred thirty-five feet to the center to the highway; thence in a southerly direction along the center of the highway to the point or place of beginning.

AND ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, being in the Fifth Township and Tenth Range of the Holland Land Company's Survey, being a part of Lot Number 23 in said Township, bounded west by Lot Number 31, Eleven chains 52 links, north by land deeded to Benjamin Medbury 60 chains 69 links, east by Lot Number 15, eleven chains 52 links, south by land deeded to Joseph Hannis 60 chains and 81 links containing seventy acres more or less.

ALSO, ALL THAT OTHER PARCEL OF LAND, situate in the Township and Range aforesaid being a part of Lot Number 23, this deed is intended and does convey 36 acres of land off from the north side of the following described premises: A one hundred acre extending from the east to the west bounds of said Lot Number 23, running south from the north bounds of the said 100 acres, after excepting and taking out one fourth of an acres heretofore deeded for a school house lot, a distance sufficient to contain the said thirty-six acres, said 100 acres of which said 36 acres is a part is bounded as follows: North by a line parallel to the north bounds of said Lot Number 23 at the distance of 23 chains 7 links therefrom, 60 chains and 81 links, east by Lot Number 15, sixteen chains and 44 links, south by a line parallel to the north bounds of said land hereby described 60 chains 78 links and west by Lot Number 31, sixteen chains 44 links, containing one hundred acres more or less, excepting and reserving one fourth of an acre heretofore deeded for school house purposes, and also reserving 25 acres heretofore deeded, about 1865 to James Terry.

ALSO, ALL THAT OTHER TRACT OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, being a part of Lot Number 31 in the Fifth Township and Tenth Range of the Holland Land Company's Survey, bounded north by land formerly owned by Sumner True 33 chains and 30 links, south by lands of Gage Dye 33 chains 30 links, easterly by Lot Number 23 12 chains 2 links and west by a line parallel to the east line of said lot 122 chains 2 links, containing forty acres of land more or less.

EXCEPTING, RESERVING AND NOT CONVEYING the premises heretofore deeded to George Ives and Maude Ives consisting of approximately one acre and the premises heretofore deeded to Nelson Crowell and Betty Crowell consisting of approximately five acres.

EXCEPTING AND RESERVING THAT TRACT OR PARCEL OF LAND previously conveyed by deed, dated August 17, 1995, to Kenneth A. Howard and recorded in the Chautauqua County Clerk's Office on August 30, 1995 in Liber 2336 of deeds at page 185.

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder’s Use Only)

THIS MEMORANDUM OF LEASE (“*Memorandum*”) is made and entered into as of April 29, 2016 by and between Dawn Timber Company, LLC (“*Landlord*”) and Ball Hill Wind Energy, LLC, a Delaware limited liability company (“*Tenant*”).

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the “*Lease*”), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the “*Premises*”) located in the County of Chautauqua, State of New York, as more particularly described in Exhibit “A” attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30’) from the surface of the Premises is prohibited

(vi) throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on April 29 2016 which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.


7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

Dawn Timber Company, LLC

By: 

Name: Gary R. Lynn

Title: its Managing Member

TENANT:

Ball Hill Wind Energy, LLC,  
a Delaware limited liability company

By: RES America Developments Inc.,  
a Delaware corporation,  
its Manager

By:   
\_\_\_\_\_

Name: Peter Reed

Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 21<sup>st</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Gary R. Lynn, 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.

  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 29 day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, 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.

  
Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

**The intention is to describe the premises identified as Chautauqua County and Town Tax Roll for 2008 as SBL 135.00-2-10, being approximately 25.00 acres.**

**THAT TRACT OR PARCEL OF LAND** situate in the Town of Villenova, County of Chautauqua and State of New York, known and distinguished by being a part of Lots Number Twenty four and Thirty one in the Fifth Township and Tenth Range of the Holland Land Company's land, bounded as follows: Beginning at the southwest corner of said lot No. twenty four; thence north on the west line of said lot eight chains and twenty six links thence east on a line parallel to the south line of said lot, sixty chains and forty nine links to the east line of said lot, thence south on said east line, eight chains and twenty six links to the south line of said lot; thence west on the south line of said lot No. twenty four and on the north line of No. thirty one, ninety four chains to land formerly owned by William Burke, thence south seven chains and forty eight links; thence east thirty three chains and forty three links to the east line of said lot; thence north on said east line seven chains and forty eight links to the place of beginning, containing on lot 31 twenty five acres and on lot twenty four fifty acres; in all seventy five acres.

**ALSO, ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Villenova, County of Chautauqua and State of New York, known and distinguished as being part of Lot Number Thirty two in the Fifth Town and Tenth Range of the Holland Land Company's Land, bounded as follows: Commencing five chains north of the south east corner of said lot; thence north on the east line of said lot eleven chains and fifty five links to the lands of Ira Merritt; thence west four chains & thirty four links; thence south parallel to said east line eleven chains and fifty three links to a point five chains north of the south line of said lot; thence east parallel to the south line of said lot four chains and thirty four links to the place of beginning, containing five acres more or less.

**EXCEPTING** the portion of the above described premises located east of the centerline of Dye Road.

**EXCEPTING FROM** the above described premises the real property being identified as Chautauqua County and Town Tax Roll for 2008 as SBL 135.00-2-9 being approximately 18.00 acres.



## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of December 23, 2015, by and between John Tourjie ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on December 23, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: \_\_\_\_\_

Name: John Tourje

John Tourje

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments Inc.,  
its Manager

By:   
Name: ROB WORCHMAN  
Title: CHIEF STRATEGY OFFICER

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of December in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared John Fournier, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 23<sup>rd</sup> day of December in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morrison, 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.

Nicole A. Blackstad  
Notary Public

NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

All that Tract or Parcel of Land, situate in the Town of

Villanova, County of Chautauqua, State of New York, being part of Lots 61 and 62 Township 5, Range 10 of the Holland Land Company's Survey and more particularly described as follows:

BEGINNING at a point in the centerline of Roundtop Road, said centerline being the east line of Lot 61, said point being Three Hundred Thirty Nine and Forty Six Hundredths (339.46) feet south from the northeast corner of Lot 61 as measured along said east line; thence west parallel with the north line of Lot 61 a distance of One Thousand Seven Hundred Two and Thirty Six Hundredths (1702.36) feet to a point; thence north parallel with the east line of Lots 61 and 62 a distance of Eight Hundred Twenty Three and Seventy Six Hundredths (823.76) feet to a point; thence east parallel with the south line of Lot 62 a distance of One Thousand Seven Hundred Two and Thirty Six Hundredths (1702.36) feet to a point in the centerline of Round Top Road, said centerline being the east line of Lot 62, said point being Four Hundred Eighty Four and Thirty Hundredths (484.30) feet north of the southeast corner of Lot 62 as measured along said east line; thence south along the east line of Lots 61 and 62 a distance of Eight Hundred Twenty Three and Seventy Six Hundredths (823.76) feet to point of beginning containing 32.19 acres more or less.

RESERVING TO THE GRANTEE, DOROTHY A. MAZUR, all mineral rights until her demise at which time the said mineral rights will revert back to the current owner of the said premises.

This conveyance is made for full and adequate consideration to a bonafide purchaser for value as set forth in Section 6324 of the Internal Revenue Code and Section 249-bb of the New York Tax Law.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005366

Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:03 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: ALDINGER MATTHEW H  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:

Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 77.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 77.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016000574  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of May 12, 2015, by and between Matthew H. Aldinger ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on May 22, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: 

Name: Matthew H. Aldinger

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By: 

Name: Bryan Evans

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Matthew H. Aldinger, 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.

Kristin M. McCarthy  
Notary Public Kristin M. McCarthy  
Notary Public of New York State  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

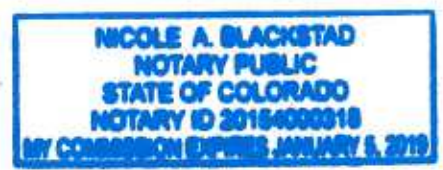
On the \_\_\_ day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument and 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.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 20<sup>th</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared FORUM EVANS, 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.

Oliver C. Bean  
Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

All that tract or parcel of land situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot 55 in Township 5 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows:

Beginning in the centerline of Round Top Road (49.5 feet wide) as now laid out and occupied at the intersection thereof with the southerly line of lands conveyed from Richter to Merrill by deed recorded in Liber 2367 of Deeds at Page 647 in the office of the Chautauqua County Clerk, said centerline of Round Top Road also being the west line of Lot 55, and said point of beginning also being located 1459 feet southerly along said centerline of Round Top Road from the northwest corner of Lot 55, and said point of beginning also being located 2498 feet northerly along said centerline of Round Top Road from the southwest corner of Lot 55; thence North 89 degrees 31 minutes East (record geodetic bearing) a distance of 1966.8 feet along said southerly line of Merrill lands to an existing iron pin in the easterly line of lands secondly described in a deed from Smith to Richter recorded in Liber 1338 of Deed at Page 523 in the office of the Chautauqua County Clerk, and passing through an existing iron pin located 33 feet easterly along the last described course from said centerline of Round Top Road; thence South 0 degrees 03 minutes East a distance of 806.7 feet along said easterly line of Richter lands to an iron pin; thence North 84 degrees 40 minutes West a distance of 944 feet through said Richter lands to an iron pin; thence North 42 degrees 53 minutes West a distance of 179 feet through said Richter lands to an iron pin; thence North 89 degrees 19 minutes West a distance of 910 feet through said Richter lands to a point in said centerline of Round Top Road, and passing through an iron pin located 33 feet easterly along the last described course from said centerline of Round Top Road; thence North 0 degrees 25 minutes East a distance of 560.5 feet along said centerline of Round Top Road to the point or place of beginning, and containing 30 acres of land more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016002426

Receipt#: 201606155333  
 Clerk: AH  
 Rec Date: 04/07/2016 01:41:09 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA

Party1: BLY KRISTY L  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENova

Recording:

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

Sub Total: 75.00

Transfer Tax	
Transfer Tax	6.00

Sub Total: 6.00

Total: 81.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016003143  
 Consideration: 1213.00

Transfer Tax	6.00
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Total: 6.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of March 2, 2016, by and between Kristy L. Bly ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines): 100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet; and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited

(vi) throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on March 2, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

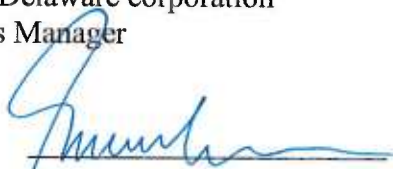
LANDLORD:

By:  \_\_\_\_\_  
Name: Kristy L. Bly

TENANT:

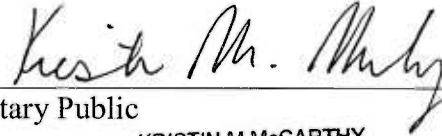
Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments Inc.  
a Delaware corporation  
its Manager

By:  \_\_\_\_\_  
Name: BRIAN EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 2<sup>nd</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Kristy L. Bly, 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.



Notary Public

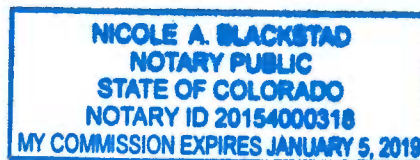
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 29<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.



Notary Public





**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York and being Parts of Lots Nos. 47 and 55 in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company's Survey and more particularly described as follows:

Commencing at a point in the centerline of the existing 20 ft. gravel road in Pope Hill Road, distant 903 ft. northwesterly along said centerline from the southerly line of Lot 47; thence northeasterly at an interior angle of  $91^{\circ} 37'$  1229 ft. to an iron pin, and passing through an iron pin 30.5 ft. northeasterly along the last described course from said centerline; thence deflecting  $0^{\circ} 55'$  southerly and continuing in a northeasterly direction 1760 ft. to an iron pin in the fence line on the boundary line between first party on the south and C. Gage (formerly) on the north; thence westerly along said boundary line 16 chains, 34 links, to the southwest corner of said Gage land; thence northerly along the boundary line between first party on the west and said Gage on the east 11 chains, 87 links; thence west along the northerly line of first parties' land 48 chains, 97 links, to a point in said centerline in Pope Hill Road; thence southeasterly along said centerline 3120 ft. to the point or place of beginning.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015006286

Receipt#: 201506144597  
 Clerk: TP  
 Rec Date: 10/27/2015 03:52:14 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA

Party1: BOTTITA BENNY A JR  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENOVA

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 84.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001245  
 Consideration: 675.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

le  
VII

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of September 18, 2015, by and between Benny A. Bottita Jr. and Sharon A. Bottita, as husband and wife ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on September 18, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Benny A. Bottita Jr.

By:   
Name: Sharon A. Bottita

TENANT:

**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager


By: 

Name: BRIAN EVANS

Title: PRESIDENT

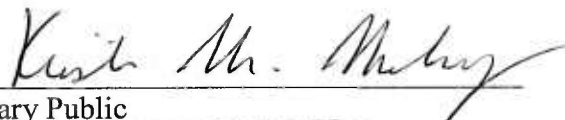
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Benny A. Bottita Jr., 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.

  
\_\_\_\_\_  
Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

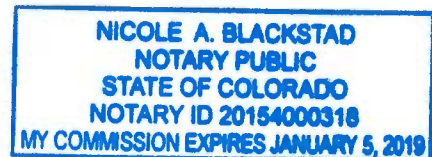
On the 30<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Sharon A. Bottita, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the 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.

  
\_\_\_\_\_  
Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 18<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared BRIAN EVANS, 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.

  
\_\_\_\_\_  
Notary Public



## **EXHIBIT A TO MEMORANDUM OF LEASE**

### **LEGAL DESCRIPTION OF PREMISES**

All that Tract or Parcel of Land, situate in the Town of Villenova, County of Chautauqua, and State of New York, being a part of Lot 43, 5<sup>th</sup> Township, 10<sup>th</sup> Range, according to the Holland Land Company's Survey, bounded and described as follows: Commencing at the northeast corner of land formerly owned by Amos Congdon, thence east on the north line of said Lot 43, 16 chains and 78 links to land owned by Polly Smith (1903); thence south along the line of said Polly Smith's land, boundary of said Lot 43, 16 chains, and 78 links; thence north along the east line of said lands formerly owned by Amos Congdon, 45 chains and 59 links to the place of beginning.

EXCEPTING AND RESERVING: therefrom, ALL THAT TRACT OR PARCEL OF LAND, described in a certain deed from John Ewing and Laura Ewing, his wife, to the New York and Erie Railroad Company, dated 7 January, 1842, and recorded in Liber 33 of deeds at page 240 in the Office of the Clerk of Chautauqua County.

ALSO EXCEPTING AND RESERVING: therefrom, ALL THAT TRACT OR PARCEL OF LAND, described in a certain deed from John Ewing and Laura Ewing, his wife, to Obadiah Warren et al as Trustees of Burying Ground, dated 25 April 1853, and recorded in Liber 64 of deeds at page 116 in the Office of the Clerk of Chautauqua County.

ALSO EXCEPTING AND RESERVING: therefrom, ALL THAT TRACT OR PARCEL OF LAND, described in a certain deed from Theron E. Wright and Waity M. Wright, his wife, to Sylvanius Wright, dated 29 April 1865, and recorded in Liber 108 of deeds at page 157 in the Office of the Clerk of Chautauqua County.

Also premises formerly known as part of Villenova Road, and more particularly described as follows: Beginning at the division line between the property of Lionel Brumfield (reputed owner) on the west and the property of John F. Storm (reputed owner) on the East; thence running S. 81° 53' E. 232 ft. ; thence S. 85° 15' E. 205.0 ft.; thence S. 82° 25' E. 57.0 ft. to a point on the southerly highway boundary of the presently travelled Villenova Road; a total length of 494.0 ft. 3 rods wide (49.5').

The above-mentioned survey base line as described follows the existing center line of the formerly travelled Smith & Villenova Roads, being 1 1/2 rods on either side of the said Survey Base line as shown on a map on file at the office of the Superintendent of Highways of Chautauqua County, as shown on a revised map dated Feb. 13, 1953. Being the premises conveyed by the Town of Villenova to John F. Storm by quit-claim deed dated February 14, 1955 and recorded on June 20, 1958 in Liber 1104 of Deeds at Page 365 in the Chautauqua County Clerk's office.

Also excepting, reserving and not conveying the following described premises: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 28, Township 5, Range 10, of the Holland Land Company's survey, bounded and described as follows: BEGINNING in the west line of lands conveyed to Lynn H. & Virginia Ivett by deed recorded in Liber 1218 of Deeds at Page 488, of which lands the herein described parcel is a part, at its intersection with the Survey Base Line "A" as established by the Chautauqua County Department of Highways for the relocation of Villenova Road; thence southeasterly along the said Survey Base Line "A", a distance of 145.0 feet; thence southeasterly at an interior angle of 137° 35', a distance of 193.0 feet; thence westerly at an interior angle of 63° 32', a distance of 219.78 feet to the west line of lands so conveyed to said Ivett at a point distant 225.0 feet southerly of the place of beginning; thence northerly parallel to the east bounds of Lot 28 and along the west line of lands so conveyed to said Ivett, a distance of 225.0 feet to the place of beginning, containing 0.78 acres of land, more or less.

EXCEPTING therefrom the land conveyed to the Town of Villenova by deed recorded in Liber 955 of Deeds at Page 20, for the relocation of Villenova Road.

**EXCEPTING** premises conveyed by Howard L. Ivett to David and Heather Gregory by deed dated July 10, 2007 and recorded in the Chautauqua County Clerk's Office in liber 2630 of Deeds at page 25 on July 16, 2007.





CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170  
Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015006285

Receipt#: 201506144597  
Clerk: TP  
Rec Date: 10/27/2015 03:52:13 PM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 7  
Rec'd Frm: RES AMERICA

Party1: BUELOW WAYNE C  
Party2: RES NORTH AMERICA LEASING LLC  
Town: VILLENOVA

Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 84.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016001244  
Consideration: 914.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

10  
Vil

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of September 18, 2015, by and between Wayne C. Buelow and Dani Sue L. Buelow, as husband and wife ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on September 18, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Wayne C. Buelow  
Name: ~~Wayne~~ C. Buelow

By: Denise L. Buelow  
Name: ~~Danielle~~ L. Buelow  
Deni Sue

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: [Signature]  
Name: MIRIAM EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 22<sup>nd</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Wayne C. Buelow, 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.

Kristin M. McCarthy  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 22<sup>nd</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Dani Sue L. Buelow, 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.

Kristin M. McCarthy  
**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 18<sup>th</sup> day of ~~August~~ <sup>September</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

Nicole A. Blackstad  
Notary Public

**NICOLE A. BLACKSTAD**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154000318**  
**MY COMMISSION EXPIRES JANUARY 5, 2019**

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

ALSO, ALL THAT OTHER TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York known and distinguished by being a part of Lot 38 in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company's Survey and bounded and further described as follows:

COMMENCING at a stake in the center of the highway on the north boundary line of Lot 38 at a distance of 6 chains and 39 links west from the northeast corner of Lot 38; thence west along the center of said highway 1 chain and 50 links to a stake; thence south 1 chain to a stake; thence east 1 chain and 50 links to a stake; thence north 1 chain to the place of beginning, containing a parcel measuring 99 feet by 66 feet more or less, being the same premises conveyed by Daniel Ball to George W. Ball by Deed dated May 15, 1867 and recorded in the Chautauqua County Clerk's Office on January 16, 1872 in Liber 139 of Deeds at Page 247 at 10:00 a.m. Also being the same premises conveyed by Raymond Ortel and Evelyn Ortel (also known as Evalyn Ortel) to Raymond J. Ortel and Darlene Ortel by Deed dated August 30, 1958 and recorded in the Chautauqua County Clerk's Office on September 8, 1958 in Liber 1110 of Deeds at Page 402.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York and is known and distinguished on a map filed in the Chautauqua County Clerk's Office as the East part of Lot 39 in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company's Survey, and is further described as containing 60 acres more or less and is the same lot that was conveyed by Mr. and Mrs. Green C. Bronson and Mr. and Mrs. Samuel Beardsley by Deed bearing the date of October 13, 1828 and is recorded in the Chautauqua County Clerk's Office in Liber 14 of Deeds at Page 328 Also being the same premises conveyed by John I. DeGraff to George W. Ball by Deed bearing the date of May 22, 1849 and recorded in the Chautauqua County Clerk's Office on December 10, 1849 in Liber 117(47) of Deeds at Page 220, and also being the same premises conveyed by George W. Ball and Clarissa L. Ball to Harvey L. Geer by Deed dated July 1, 1907 and recorded in the Chautauqua County Clerk's Office on July 5, 1907 in Liber 328 of Deeds at Page 484. Also being the same premises conveyed by Harvey L. Geer to Anthony J. Seltmeyer by Deed dated March 2, 1908 and recorded in the Chautauqua County Clerk's Office on March 3, 1908 in Liber 342 of Deeds at Page 13, and also being the same premises conveyed by Raymond Ortel and Evelyn Ortel (also known as Evalyn Ortel) to Raymond J. Ortel and Darlene Ortel by Deed dated August 30, 1958 and recorded in the Chautauqua County Clerk's Office on September 8, 1958 in Liber 1110 of Deeds at Page 402.

EXCEPTING AND RESERVING from the above described premises about 8 acres more or less from off the east boundary line, which exception was noted in a conveyance by Harvey L. Geer to Anthony J. Seltmeyer in a Deed dated March 2, 1908 and recorded in the Chautauqua County Clerk's Office on March 3, 1908 in Liber 342 of Deeds at Page 13 as property theretofore deeded by George W. Ball and Clarissa L. Ball to Melvin A. Ball.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York being a part of Lot 31 in the 5th Township and 10th Range of the Holland Land Company's Survey, bounded and further described as follows: BEGINNING at a point in the line dividing Lot 39 and Lot 31, 160 feet northerly from the center of the highway and thence running northerly and along said line dividing Lot 39 and Lot 31 a distance of 3,825.08 feet to a point in the north boundary line of Lot 31; thence running easterly, and along the north line of Lot 31 a distance of 346.50 feet to a point in the east line of lands now or formerly owned by Raymond and Evelyn Ortel, as described in a Deed recorded in the Chautauqua County Clerk's Office on October 26, 1951 in Liber 917 of Deeds at Page 42; thence running southerly and along the east line of the Ortel property, a distance of 3,825.08 feet to a point which is 160 feet northerly from the centerline of the highway; thence running westerly a distance of 346.50 feet to the point or place of beginning, being the northerly part of the Ortel property first described in the aforementioned deed recorded in Liber 917 of Deed at Page 42, and according to survey made by Fred C. Strack dated August 31, 1963.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, State of New York, being part of Lot 39 in the 5th Township and 10th Range of the Holland Land Company's Survey, bounded and further described as follows:

COMMENCING in the centerline of the highway at the southeast corner of Lot 39; thence west along the south line of Lot 39, 1 chain and 42 links to the southeast corner of

lands conveyed by Raymond Ortel and Evelyn Ortel to Raymond J. Ortel and Darlene Ortel by Deed dated August 30, 1958 and recorded in the Chautauqua County Clerk's Office on September 8, 1958 in Liber 1110 of Deeds a Page 402; thence north along the east line of such lands theretofore conveyed by Raymond Ortel and Evelyn Ortel to Raymond J. Ortel and Darlene Ortel a distance of 60 chains and 38 links to the north line of Lot 39; thence east along the north line of Lot 39, a distance of 1 chain and 42 links to the northeast corner of Lot 39; thence south along the east line of Lot 39 a distance of 60 chains and 42 (38) links to the point of beginning. Containing 8 acres more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015006287

Receipt#: 201506144597  
 Clerk: TP  
 Rec Date: 10/27/2015 03:52:14 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA

Party1: CROWELL FAMILY HOLDINGS LLC  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENOVA

Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 84.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001246  
 Consideration: 748.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk



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Vil

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Nicole Blackstad  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 5, 2015, by and between Crowell Family Holdings, LLC ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. Term. The Development Term of the Lease is seven (7) years, commencing on ~~September~~ <sup>October</sup> 5, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: **Crowell Family Holdings, LLC**

By: Daniel Crowell  
Name: Daniel Crowell  
Title: member

By: Robert Crowell  
Name: Robert Crowell  
Title: Member

TENANT:

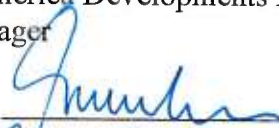
**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

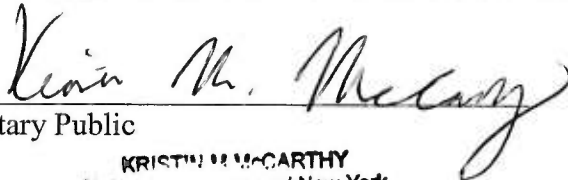
Name:

Title:

  
\_\_\_\_\_  
BRIAN EVANS  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 12<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Robert D. Crowell, 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.

  
Notary Public

KRISTIN M. McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 12<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Daniel R. Crowell, 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.

  
Notary Public

KRISTIN M. McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 5<sup>th</sup> day of ~~September~~ <sup>October</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

  
Notary Public

NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

Parcels 151.00-2-19 and 151.00-2-15; a portion of the property described below:

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York, known as being a part of lot 53 in the 5<sup>th</sup> Township, 10<sup>th</sup> Range according to Holland Land Company's survey and bounded as follows:

**COMMENCING** at a point on the east line of said Lot 53 at the northeast corner of land now owned by Hoel Hill;  
then west on a line parallel to the south line of Lot 53, 40 chains and 9 links to the west bounds of a highway;  
then south 59 ½ degrees west 12 chains and 87 links to the west line of Lot 53;  
then north on said west line 16 chains and 59 links to the southwest corner of Manly-Boomers Corn Barn;  
then east 6 chains and 25 links to the above said highway;  
then south 20 degrees east along the center of the highway 1 chain and 6 links to the southwest corner of land now owned by James Wickins;  
then east bounded by the said Wickins land 52 chains and 78 links to the east line of the lot 53;  
then south on said east line 10 chains to the place of beginning, containing 61 acres 3 roods and one and more or less.

**ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND** being part of Lot 45, same town, county and state aforesaid and bounded as follows, viz:

**COMMENCING** at the southwest corner of land deeded from Jared Wooley to James Wickins;  
then east to the said Wickin's southeast corner;  
then south to the south line of Lot 45;  
then west to the south west corner of said Lot 45;  
then north to the place beginning, containing 25 acres more or less.

**EXCEPTING AND RESERVING** there from all lands lying and being on the westerly side of Roundtop Road leading in an northwesterly and southeasterly direction;

**ALSO, ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Villenova, County of Chautauqua and State of New York and being part of lots 51 and 52 Township 5 Range 10 of the Holland Land Company's survey bounded as follows:

**BEGINNING** at the Northeast corner of said Lot 51 and running then South on the East line of said lot 46 chains and 56 links to a point on the said east line, which is 13 chains North of the Southeast corner of said lot 51;  
then North 83 degrees west 16 chains 89 links to a point which is 14 chains 70 links North of the South line of said lot and 16 chains 80 links west of the east line of said lot;  
then north parallel to the east line of said lot and 16 chains and 80 links there from to the center of the old Erie Railroad;  
then 98 rods more or less Northwesterly along said old Rail Road to the common highway center and Eugene Wentworths Northwest corner (of land);  
then North 5 degrees 10' east along said highway to the North line of lot 51; then North still along said highway 13 chains and 19 links;  
then South 70 degrees east 21 chains and 37 links;  
then South parallel to the east line of lot 52, 6 chains 37 links to the North line of lot No. 51;  
then east on the North line of said lot 16 chains 77 links to the place of beginning containing 137 and 7/10 acres more or less.

**ALSO, ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York distinguished as being a part of lot No. 43 in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company's Survey and bounded as follows:

**BEGINNING** at the northwest corner of said lot 43 and running east on the north line of said lot 43, 16 chains and 78 links;  
then south parallel to the west line of said lot and 16 chains and 78 links distant there from to the center of the Conewango Creek;  
then northwesterly along the center of said creek, to a point, which is 8 chains and 25 links directly east from the west line of said lot;  
then to the north line of lands owned January 6, 1880 by Joshua F. Jay;  
then west 8 chains 75 links along said Jay's land to the west line of said lot;  
then north 48 chains and 48 links to the place of beginning, containing 82 ½ acres of land, be the same more or less.

**EXCEPTING** all property described in this paragraph north of New York State Highway No. 83.

**SUBJECT** to pole agreement owned by the New York State & Electric Corporation.

**FURTHER, EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villanova, County of Chautauqua and State of New York, being part of Lot 43, Township 5, and Range 10 of the Holland Land Company's Survey and being bounded and described as follows:

**BEGINNING** at a point in the centerline of New York State Route 83, 225.7 feet northwesterly from the intersection of said centerline of Route 83 with the east bounds of premises deeded to Harly and Janet Crowell by Deed recorded in Liber 1122 of Deeds at page 523 in the Chautauqua County Clerk's Office;  
then southwesterly at an interior angle 79 degrees 04'20" 215.25 feet to a point;  
then northwesterly at an interior angle 102 degrees 37' 40" 322.47 feet to a point;  
then northeasterly at an interior angle of 104 degrees 07' 40" 284.23 feet to a point in the centerline of New York Route 83;  
then southeasterly along the centerline of Route 83, 445.40 feet to the point or place of beginning; containing 2.01 acres, more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015006292

Receipt#: 201506144597

Clerk: TP

Rec Date: 10/27/2015 03:52:14 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 7

Rec'd Frm: RES AMERICA

Party1: GIBBS JOHN A

Party2: BALL HILL WIND ENERGY LLC

Town: VILLENova

Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	6.00

Sub Total: 6.00

Total: 86.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001251  
 Consideration: 1050.00

Transfer Tax	6.00
--------------	------

Total: 6.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 5, 2015, by and between John Gibbs ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically



through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

*02/20/12* 4. **Term.** The Development Term of the Lease is seven (7) years, commencing on September 5, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: 

Name: John Gibbs

TENANT:

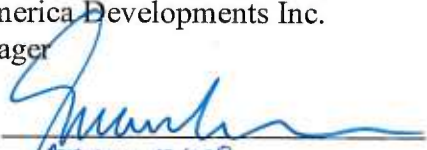
**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

Name:

Title:

  
\_\_\_\_\_  
BREAN DIARS  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared John Gibbs, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the \_\_\_ day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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.

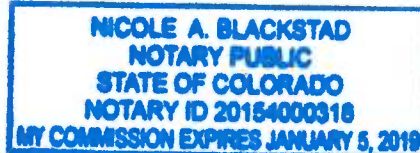
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 17<sup>th</sup> day of ~~September~~ <sup>October</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Man Evans, 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.

Nicole A. Blackstad

Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York; being part of Lot Thirty, Town Five, Range Ten of the Holland Land Company's Survey, bounded as follows: COMMENCING at a point eight chains, thirty-eight links (8.38) east from the northwest corner of said Lot Thirty, thence south at right angles with the north line of said lot Twenty-three chains, seventy-five links (23.75) to a point; thence east parallel to the north line of said lot, fifty chains, ninety-three links (50.93) to the east line of said lot; thence north along the east line of said lot twenty-three chains, seventy-five links (23.75) to the northeast corner of said lot; thence west on the north line of said lot fifty chains, ninety-three links (50.93) to the place of beginning containing 122 acres more or less.

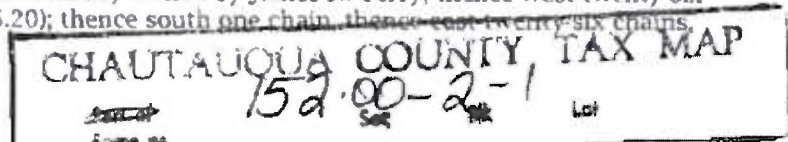
ALSO ALL THAT TRACT OR PARCEL OF LAND: situate in the Town of Villenova, County of Chautauqua, and State of New York, distinguished by being part of Lot Number Thirty (30), Township Five (5), Range Ten of the Holland Land Company's Survey, bounded as follows: COMMENCING at the west line of said lot at a distance of twenty-two chains, seventy-three links (22.73); south from the northwest corner of said lot; thence east sixteen chains, sixty links (16.60); thence south seven chains, twenty-seven links (7.27) thence east sixteen chains, sixty links (16.60); thence north twenty chains, fifty-one links (20.51); thence east thirteen chains, eleven links (13.11); thence south fifteen chains, twenty-six links (15.26); thence east thirteen chains, eleven links (13.11) to the east line of said lot; thence south nineteen chains, six links (19.6); thence west twenty-six chains, twenty links (26.20); thence south one chain, thence west bounded by lands formerly owned by SJL Ball, thirty-three chains, twenty links (33.20) to the west line of said lot; thence north twenty-two chains, thirty-two links (22.32) to the place of beginning, containing one hundred thirty acres of land more or less.

EXCEPTING AND RESERVING therefrom so much thereof as was heretofore deeded by W.F. Hamlin to Frank Hoffstetter and to William Grey, being the same premises deeded by Albert Hamlin and wife to Willard F. Hamlin by deed dated December 3, 1875 recorded in Chautauqua County Clerk's Office in Liber 146 of Deeds at Page 187, March 30, 1876.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid, being a part of Lot Number Thirty, Town Five, Range Ten of the Holland Land Company's survey bounded as follows: COMMENCING at a point in the south line of land formerly owned by Deforest J. Bartlett, sixteen chains, seventy-six links (16.76) east from the west line of said lot; thence south at right angles with said south line six chains twenty-seven links (6.27) to a stake; thence east parallel with the said south line sixteen chains, thirty-five links (16.35) to a stake; thence north six chains, twenty-seven links to the south line of said Bartlett's land; thence west along the south line of said Bartlett's land sixteen chains, thirty-five links (16.35) to the place of beginning, containing ten and 25/100 acres more or less.

ALSO ALL THAT OTHER TRACT OF LAND, situate in the Town, County and State aforesaid, being part of said lot number thirty (30), bounded as follows: COMMENCING in the south line of said Bartlett's land where the east line of land formerly owned by J.H. Terry intersects the same thence south one chain, six links (1.6) to a stake; thence east parallel to the said south line thirteen chains, eleven links (13.11) to the east line of said lot; thence north along the east line of said lot one chain, six links (1.6) to a stake and stone; thence west thirteen chains, eleven links (13.11) to the place of beginning, containing one and 39/100 acres more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town, County, and State aforesaid, being a part of Lot Number thirty (30), Town 5, Range Ten of the Holland Land Company's survey, bounded as follows: COMMENCING at the southeast corner of land formerly owned by James H. Terry; thence west twenty-six chains, twenty links (26.20); thence south one chain, thence east twenty-six chains,



twenty links (26.20); thence north one chain to the place of beginning, containing two and  $\frac{3}{4}$  acres more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015006053

Receipt#: 201506143730  
 Clerk: TP  
 Rec Date: 10/15/2015 11:18:55 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 9  
 Rec'd Frm: RES AMERICA DEVELOPMENTS

Party1: GOULD DENNIS L  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

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	10.00

Sub Total: 10.00

Total: 100.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001071  
 Consideration: 2040.00

Transfer Tax	10.00
--------------	-------

Total: 10.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

Vil.

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of April 1<sup>st</sup>, 2015, by and between Dennis Gould and Denise Gould ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on April <sup>70</sup> 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Dennis L. Gould  
Name: Dennis Gould

By: Denise L. Gould  
Name: Denise Gould

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By: 

Name: BRIAN EVANS

Title: President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 25<sup>th</sup> day of April in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Dennis Gould, 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.

Kristin M. McCarthy  
Notary Public Kristin M. McCarthy  
Notary Public of New York  
Erie County  
Commission Expires 2/2/2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

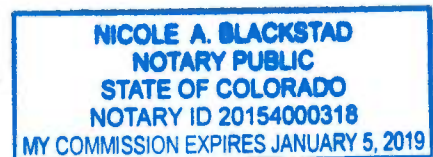
On the \_\_\_ day of April in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Denise Gould, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument 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.

Kristin M. McCarthy  
Notary Public Kristin M. McCarthy  
Notary Public of New York  
Erie County  
Commission Expires 2/2/2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 30 day of April in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Blenis, 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.

Nicole A. Blackstad  
Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

Town of Villenova, Section 4 Block 1 Lots 35.1 & 36

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York, known as being the southeast part of lot number 61 in the fifth town and tenth range of the Holland Land Company's Land, bounded north by lands heretofore deeded to Henry Clark, twenty-five (25) chains, sixty five (65) links, east by lot fifty three (53), thirty eight (38) chains ninety eight (98) links, south by lot sixty (60), twenty five (25) chains sixty five (65) links and west by land deeded to Norman D. Hubbard and Herman Winchell thirty eight (38) chains ninety eight links (98). Containing one hundred acres more or less.

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND situate in the same township, range, County and State aforesaid being part of lot 53 bounded as follows: Beginning at the northwest corner of lands granted to Azor Burnham by the Holland Land Company, at a post, running thence east three (3) chains seventy five (75) links to the center of the highway, thence south 20° east along the center of the highway two chains seventy-two (72) links to a post, thence west four (4) chains eighty three (83) links to a post, thence north two (2) chains fifty (50) links to the place of beginning. Containing one (1) acre of land more or less.

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND situate in the same township, range, County and State aforesaid, bounded as follows: Being a part of lot number fifty three (53), beginning on the west line of said lot at a stake, being at the southwest corner of an acre of land heretofore deeded by Luther Pierce to John Barmore, thence south four (4) chains seventy one and one half (71 1/2) links, thence east six chains twenty-two (22) links to the center of the highway, thence north four (4) chains four (4) links thence west four (4) chains seventy four (74) links to the place of beginning, containing two acres and fifty two rods more or less.

Being the same premises deeded by Menley Foomer and wife to Julius A. Ferry by deed dated December 30, 1870, recorded in Chautauqua County Clerk's Office, January 15, 1872 in Liber 138 of Deeds at page 602.

Excepting and reserving therefrom premises conveyed to Sheldon and Harriet Hubbard by deed dated June 19, 1947 and recorded in the Chautauqua County Clerk's Office in Liber 783 of deeds at page 304 described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova being part of Lot 61, Town 5, and Range 10, of the Holland Land Company's Survey more particularly described as follows: Beginning at an iron and stone monument in the north line of Lot 60, one hundred eighteen (118) feet east of the intersection of the center line of the Haslet and Fredonia Highway and the north line of Lot 60, thence east 1692.9 feet along the lot line and the east line of land deeded to Charley J. Ferry by Truman Ferry and others by deed dated March 20, 1920 recorded in Liber 464 at page 55, thence north eight hundred seventy (870) feet on the north line of Ferry's land thence west and parallel to the east line 1692.9 feet, thence south eight hundred seventy (870) feet to the place of beginning, containing thirty three and seventy three one hundredths (33 73/100) acres of land or the same more or less.

Subject to an easement, if any, heretofore granted to the New York State Electric and Gas Corporation, dated May 14, 1940 and recorded in the Chautauqua County Clerk's Office in Liber 665 of Deeds at page 154 over said premises for the purpose of erecting and maintaining a pole line for the transmission and distribution of electric current for public or private use.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, State of New York, being a part of Lot number 61 of the Fifth Township and Eleventh Range of the Holland Land Company's land bounded as follows: On said Lot 61, bounded on the East by land formerly owned by John Barmore; on the South by land formerly owned by Hiram Hubbard and the highway; on the West by the West line of said lot; on the North by land formerly deeded to Harry Clark.

EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York being a part of Lot No. 61, Township 5 and Range 10 of the Holland Land Company's survey bounded and described as follows:

Commencing at a point along the centerline of Zahn Road a distance of 158' northerly from the centerline of New York Route 83; thence northerly along the centerline of Zahn Road a distance of 21.15' to a point; thence easterly a distance of 200' to an iron pin and passing through an iron pin situate 24.75' easterly from the point of beginning of the second course; thence southerly a distance of 21.15' parallel to the centerline of Zahn Road; thence westerly and parallel to the second described course at a distance of 21.15' therefrom a distance of 200' to the point or place of beginning.

This deed is given to correct the description contained in the last exception to the deed given by Grace I. Sager to Quention A. Gamble and Bonnie E. Gamble dated March 21, 1980 and recorded in Liber 1861 of Deeds at Page 119 on March 24, 1980 in the Chautauque County Clerk's Office.

Subject to oil and gas leases of 1981 and 1982

Town of Villenova, Section 4 Block 1 Lots 27.1 & 28.2

all THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being the north part of Lot number sixty-one (61) in Township five (5) and Range ten (10) of the Holland Land Company's Survey, bounded north by lot number sixty-two (62) fifty-six chains, ninety (90) links; east by lot number fifty-three (53) twenty-one (21) chains, ninety (90) links; south by a line parallel to the north bounds of said lot number sixty-one (61) fifty-four chains, thirty-six (36) links, and west by township number five (5) in the Eleventh (11) range, one (1) chain, thirty-one (31) links and by Mud Lake. Excepting and Reserving therefrom twenty (20) acres off of the north part described in a deed A. H. Woolley and wife to William Barmore, April 7th, 1863. Also excepting and reserving about thirty-five acres (35) deeded to Abijah Stearns off of the west side of the first described lands April 2d, 1853. And also excepting and reserving a parcel of land of about ten acres deeded to Benjamin Stearns by deed dated April 29th, 1865, containing fifty-five acres of land, more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of Villenova, and County and State aforesaid, and described as follows: Containing fifty-seven (57) acres of land, being the west half of one hundred and fourteen (114) acres of land deeded by the Holland Land Company to James O. Morse, Levi Beardsley and Alvin Stewart. Said one hundred and fourteen (114) acres being the north part of lot number fifty-three (53) in the (5) fifth township, tenth (10) range, according to the Holland Land Company's Survey, and said fifty-seven (57) acres being the same piece of land conveyed by deed dated March 27th, 1845, by Augustin Write and Amanda M., his wife, to Obed C. Young.

EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 61, Township 5, Range 10, of the Holland Land Company's Survey, bounded and described as follows: Beginning in the east bounds of Lot 61, which line is also the centerline of the Round Top Road, distant 339.46 feet south of the northeast corner of said Lot 61, said point of beginning being the southeast corner of lands conveyed to William Barmore by deed recorded in liber 73 of Deeds at page 309; thence southerly along the east bounds of Lot 61 and centerline of Round Top Road, a distance of 475.0 feet; thence westerly at an interior angle of 92 degrees, 32 minutes, a distance of 265.0 feet; thence northerly at an interior angle of 86 degrees, 59 minutes, a distance of 121.0 feet; thence northwesterly at an exterior angle of 100 degrees, 13 minutes, a distance of 986.40 feet; thence northerly at an interior angle of 102 degrees, 25 minutes, a distance of 204.0 feet to the south line of lands so conveyed to said Barmore; thence easterly along the south line of lands so conveyed to said Barmore, a distance of 1239.26 feet to the place of beginning, containing 9.33 acres of land, more or less.

EXCEPTING AND RESERVING ALSO ALL THAT TRACT OR PARCEL OF LAND conveyed by Quentin Gamble and Bonnie Gamble to Helmut Gatzek and Ruth Gatzek, recorded at Liber 2164 page 276 on July 28, 1988.

ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, assessed on tax roll of said town in the year 1967, tax levied in 1966 to Sheldon Hubbard and bounded and described on such tax roll as follows: Section 4, Block 1, Lot 28.2 - 2 acres.

Subject to rights of way, leases and easements of record. All benefits due from oil and gas leases of record are hereby assigned to parties of the second part.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005368  
 Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:03 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC  
 Party1: GREENE MARK  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:	
Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>77.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>77.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2016000576
Consideration:	500.00
Total:	0.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.  
 This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of July 30, 2015, by and between Mark Greene and Kathleen Greene ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically



through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on July 30, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Mark Greene  
Name: Mark Greene

By: Kathleen Greene  
Name: Kathleen Greene

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

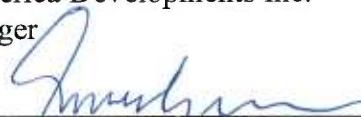
**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

Name:

Title:

  
\_\_\_\_\_  
BRIAN EVANS  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 23<sup>rd</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Mark Greene, 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

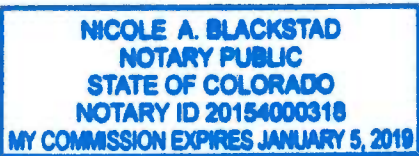
On the 23<sup>rd</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Kathleen Greene, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.

Kristin M. McCarthy  
Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

Nicole A. Blackstad  
Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York being a part of lots number 40 and 48 in the fifth township and tenth range of the Holland Land Company's Survey, bounded as follows: Commencing at a point in the center of the highway and south line of lot 48, at the distance of three chains 68 links west from the southeast corner of said lot number 48; thence east 44 chains 38 links to a stake; thence north ten chains 41 links to a stake; thence west 51 chains 74 links to the center of said highway; thence along the center of said highway south 35 degrees 20 minutes east, 12 chains 75 links to the place of beginning, containing fifty and three one-hundredths acres more or less.

EXCEPTING AND RESERVING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York being part of Lot No. 48, Township 5, and Range 10 of the Holland Land Company's Survey, bounded and described as follows: Commencing at a point in the center of the highway leading from Forestville to Villenova known as Prospect Road, at a point which measures (along the center of said highway) 495.4 feet Northerly from a point where the south line of said lot no. 48 intersects the center of said highway; thence north 81 degrees 04' east, 310.80 feet to an iron pin; thence north 41 degrees 45' west, 328.15 feet to an iron pin; thence north 88 degrees 56' west, 300.42 feet to the center of aforesaid highway; thence south 35 degrees 20' east along the center of said highway 366.09 feet to the point or place of beginning, containing two acres of land more or less.

AND ALSO EXCEPTING THE FOLLOWING:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a portion of Lot No. 48, Township 5, and Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the centerline of Prospect Road, said point being located 489.08 feet northwesterly, as measured along said centerline, from the south line of Lot No. 48; thence North 79 degrees 57 minutes 22 seconds East 310.80 feet deeded, 307.56 feet measured, to an existing iron pin, passing through an existing iron pin located 35.76 feet easterly from centerline of Prospect Road; thence North 41 degrees 45 minutes 00 seconds West, 328.15 feet deeded, 328.54 feet measured to an existing iron pin; thence South 88 degrees 56 minutes 00 seconds East, 136.18 feet to a set iron pin; thence South 24 degrees 04 minutes 26 seconds East, 264.99 feet to a set iron pin; thence South 62 degrees 17 minutes 09 seconds West, 273.04 feet to a set iron pin; thence continuing South 62 degrees 17 minutes 09 seconds West, 29.90 feet to a point in the centerline of Prospect Road; thence North 34 degrees 46 minutes 37 seconds West, along said centerline, 105.45 feet to a point, said point marking the point or place of beginning, containing 0.826 acres of land more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015005369

Receipt#: 201506141073  
Clerk: KAS  
Rec Date: 09/08/2015 02:22:03 PM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 6  
Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: HAGMIER JARED B  
Party2: RES NORTH AMERICA LEASING LLC  
Town: VILLENNOVA

Recording:

Cover Page 5.00  
Recording Fee 47.00  
Cultural Ed 14.25  
Records Management - Coun 1.00  
Records Management - Stat 4.75  
TP584 5.00

Sub Total: 77.00

Transfer Tax  
Transfer Tax 0.00

Sub Total: 0.00

Total: 77.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016000577  
Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICAS INC  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

RES North America Leasing, LLC
11101 W. 120th Ave., Suite 400
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of June 2, 2015, by and between Jared B. Hagnier ("Landlord") and RES North America Leasing, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "Premises") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. Easements. The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. Setbacks. Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
(ii) Transmission Facilities (overhead lines and poles and buried lines): 100 feet;
(iii) Substations and Operations and Maintenance Buildings: 100 feet;
and
(iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on <sup>June</sup> ~~May~~ 2 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Jared B. Hagmier  
Name: Jared B. Hagmier

SPOUSAL CONSENT:

By: Heather A. Hagmier  
Name: Heather A. Hagmier

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its General Partner Manager

By: 

Name: MARIAN EVANS

Title: PRESIDENT



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Jared B. Hagmier, 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public of New York State  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Heather A. Hagmier, 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public of New York State  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 21<sup>st</sup> day of ~~May~~ <sup>June</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared PRICIA EVANS, 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.

Nicole A. Blackstad  
Notary Public

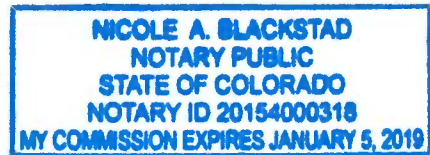


EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York being part of Lot 38 in Township 5 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows: BEGINNING in the centerline of Prospect Road as now laid out and occupied at the intersection thereof with the centerline of North Hill Road as now laid out and occupied; thence northwesterly a distance of 698.6 feet along said centerline of Prospect Road to a point; thence westerly at an interior angle of  $140^{\circ}-34'$  a distance of 2903 feet to an existing iron pin in the west line of Lot 38, and passing through an existing iron pin located 41 feet westerly along the last described course from said centerline of Prospect Road; thence southerly at an interior angle of  $89^{\circ}-48'$  a distance of 448.7 feet along said west line of Lot 38 to a stake; thence easterly at an interior angle of  $90^{\circ}-07'$  a distance of 1284.4 feet to a point in said centerline of North Hill Road, and passing through an existing iron pin located 43 feet westerly along the last described course from said centerline of North Hill Road; thence continuing easterly a distance of 2156.6 feet along said centerline of North Hill Road to the point or place of beginning, and containing 32.5 acres of land more or less.

SUBJECT to rights of others in Prospect Road.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, being part of Lot 38 in Township 5 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows: BEGINNING in the centerline of North Hill Road as now laid out and occupied at the point of tangent located an arc distance of 937.7 feet southwestery along said centerline of North Hill Road from the bend therein; thence continuing southwestery a distance of 500 feet along said centerline of North Hill Road to a point in the northerly line of lands of Warner (now or formerly); thence westerly at an interior angle of  $122^{\circ}-22'$  a distance of 375.2 feet along said northerly line of Warner lands to a point in the west line of Lot 38, and passing through an iron pin located 33 feet westerly along the last described course from said centerline of North Hill Road; thence northerly at an interior angle of  $92^{\circ}-11'$  a distance of 399 feet along said west line of Lot 38 to a stake in the southerly line of lands of Harmon (now or formerly); thence easterly at an interior angle of  $89^{\circ}-53'$  a distance of 658.4 feet along said southerly line of Harmon lands to the point or place of beginning, and passing through a stake located 26 feet westerly along the last described course from said centerline of North Hill Road, and containing 4.8 acres of land more or less.

SUBJECT to the rights of others in North Hill Road.

SUBJECT to all matters of record.

CHAUTAUQUA COUNTY TAX MAP  
Part of No 7000 Sec 5 Blk 1 Lot 6.1 \*



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016001695

Receipt#: 201606152109

Clerk: AH

Rec Date: 02/23/2016 01:46:22 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 7

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: HOWARD SHAWN

Party2: BALL HILL WIND ENERGY LLC

Town: VILLENOVA

Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 84.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002605  
 Consideration: 899.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICIAS INC  
11101 W 120TH AVE SUITE 400  
BROOMFIELD CO 88021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

6

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of December 8, 2015, by and between Shawn Howard ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on December 8, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.


5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Shawn Howard

SPOUSAL CONSENT:

By:   
Name: Heidi Howard

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: 

Name: \_\_\_\_\_

BRIAN EVANS

Title: \_\_\_\_\_

PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Shawn Howard, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Heidi Howard, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 8<sup>th</sup> day of December ~~November~~ in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

Nicole A. Blackstad  
Notary Public

NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**



ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua, State of New York and being a part of Lot-37, Town-5, Range-10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at set a rebar with cap on the division line between the lands now or formerly owned by Miles R. & Jennie V. Wolfe described in Liber 939 of Deeds at page 300 on the east and the lands now or formerly owned by Glenn & Ruth McNamara and Ronald & Katherine McNamara described in Liber 1375 of Deeds at page 111 on the west said rebar with cap also being N 00° 11' 32" W 834.48 feet along said parcel division line from its intersection with the division line between H.L.C. Lot -36 and H.L.C. Lot -37; thence S 54° 39' 05" W through the said lands of McNamara, 591.48 feet to a set rebar with cap on the easterly bounds of lands now or formerly owned by Richard J. & Martha L. Howard described in Liber 839 of Deeds at page 56; thence N 16° 03' 06" E along the said lands of Howard, 1469.21 feet to a set rebar with cap; thence N 89° 57' 36" E along the said lands of Howard, 72.60 feet to a set rebar with cap on the said westerly of lands of Wolfe; thence S 00° 11' 32" E along the said lands of Wolfe, 1069.79 feet to the point or place of beginning containing 7.115 acres according to a survey made by Michael D. Masters Land Surveyor Job No. 980717 and dated January 26, 1999.

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York, being 100 acres off the west part of the 163 acres sold by the Holland Land Company from Lot 37, in the 5th Township and 10th Range, Chautauqua County, to James O. Morse, Levi Beardsley and Alvan Stewart, and by them deeded to S. H. Reynolds and Mary A. Ingalls, according to the Holland Land Company's survey, the 163 acres first above described lies and is the east 163 acres of said Lot 37, being the same premises conveyed by S. Hubbell Reynolds and Mary Ann Ingalls to Abram Crowell by warranty deed dated February 27, 1855, recorded in Chautauqua County Clerk's Office in Liber 68 of Deeds at Page 259, June 14, 1855.

**EXCEPTING AND RESERVING**, however, all that certain parcel of land, situate, lying and being in the Town of Villenova, County of Chautauqua and State of New York, known as being a part of Lot No. 37, Town 5, Range 10, bounded as follows: **COMMENCING** on the south line of Lot 37 at the southwest corner of lands heretofore conveyed by S.H. Reynolds and Mary A. Ingalls to Abram Crowell; thence westerly on the south line of the above said lot, 9 chains, 50 links; thence north 17° 50' east 29 chains, 90 links; thence east parallel with the south line of said lot, 1 chain and 10 links; thence south on a line parallel to the west line of said lot 29 chains and 50 links to the place of beginning, containing 15 acres, more or less.

**ALSO EXCEPTING A CERTAIN OTHER PIECE OR PARCEL OF LAND** on said Lot 37, Town 5, Range 10 bounded as follows: **COMMENCING** at a point on the north line of said lot at the northeast corner of land formerly owned by Joseph Cummings; thence easterly on the above said line 7 chains, 41 links; thence south on a line parallel to the west line of said lot 13 chains, 50 links; thence west on a line parallel to the north line of said lot 7 chains, 41 links to the east line of land formerly owned by Joseph Cummings; thence northerly bounded by the east line of said Cummings land 13 chains, 50 links to the place of beginning, containing 10 acres more or less conveying hereby 85 acres, more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015006291

Receipt#: 201506144597  
Clerk: TP  
Rec Date: 10/27/2015 03:52:14 PM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 8  
Rec'd Frm: RES AMERICA  
  
Party1: IVETT KRISTOPHER L  
Party2: BALL HILL WIND ENERGY LLC  
Town: VILLENova

Recording:

Cover Page 5.00  
Recording Fee 55.00  
Cultural Ed 14.25  
Records Management - Coun 1.00  
Records Management - Stat 4.75  
TP584 5.00

Sub Total: 85.00

Transfer Tax  
Transfer Tax 8.00

Sub Total: 8.00

Total: 93.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016001250  
Consideration: 1633.00

Transfer Tax 8.00

Total: 8.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

1  
Vil

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Nicole Blackstad  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of October 5, 2015, by and between Kristopher L. Ivett and Becky L. Ivett, as husband and wife ("**Landlord**") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. Term. The Development Term of the Lease is seven (7) years, commencing on ~~October~~ <sup>September</sup> 5, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Kristopher L Ivett  
Name: Kristopher L. Ivett

By: Becky Ivett  
Name: Becky L. Ivett

LIFE ESTATE:

By: Howard L Ivett  
Name: Howard L. Ivett

By: Lucille A Ivett  
Name: Lucille A. Ivett

TENANT:

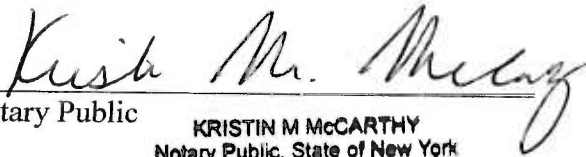
**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: [Signature]  
Name: TRIAN EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Kristopher L. Ivett, 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.

  
Notary Public  
KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

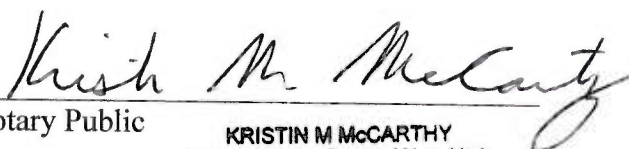
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Becky L. Ivett, 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.

  
Notary Public  
KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

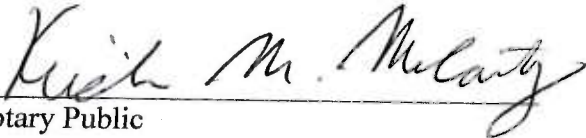
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Howard L. Ivett, 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.

  
Notary Public  
KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 19<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Lucille A. Ivett, 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.

  
\_\_\_\_\_  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 5<sup>th</sup> day of October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, distinguished as being a part of Lot No. 28, in the 5<sup>th</sup> town and 10<sup>th</sup> range, according to the Holland Land Company's survey and bounded as follows, viz: Commencing on the south line of said lot No. 28 at the distance of 12 chains and 85 links west from the southeast corner of said lot No. 28; thence north parallel to the east line of said lot, 59 chains and 87 links to the north line of said lot No. 28; thence west on the north line of said lot, 29 chains and 12 links; thence south parallel to the east line of said lot, 59 chains and 87 links to the south line of said lot; thence east on the south line of said lot No. 28, 29 chains and 12 links to the place of beginning, containing 176.16 acres of land, be the same more or less; excepting and reserving therefrom 4.88 acres of land deeded to Melvin Markham and situated in the southeast corner of the above described premises. Also excepting and reserving the premises heretofore conveyed by quitclaim deed from John F. Storm and Mabel C. Storm to Town of Villenova dated May 9, 1953 and recorded on May 14, 1953 in the Chautauqua County Clerk's office in Liber 955 of Deeds at Page 20.

ALSO all that tract or parcel of land situate in the Town of Villenova, Chautauqua County, New York, being part of Lot 28, Town 5, and Range 10 of the Holland Land Company's survey, and bounded and described as follows: Premises formerly known as part of Smith Road and more particularly described as follows: Beginning at a point on the southerly highway boundary of the existing Smith Road right-of-way as presently travelled at its intersection with the center line of the Smith Road as formerly travelled, said point being at Station 8+62+ of the original survey base line necessary for the relocation of a portion of said Smith Road; thence running S. 25° 10' E. 164.0 ft.; S. 53° 21' E. 24.0 ft. to a point at its intersection with the northerly highway boundary of the Villenova Road as formerly travelled, being a distance of 188.0 ft. 3 rods wide (49.5') of the Smith Road to be Quit-Claimed to John F. Storm.



Also premises formerly known as part of Villenova Road, and more particularly described as follows: Beginning at the division line between the property of Lionel Brumfield (reputed owner) on the west and the property of John F. Storm (reputed owner) on the East; thence running S. 81° 53' E. 232 ft. ; thence S. 85° 15' E. 205.0 ft.; thence S. 82° 25' E. 57.0 ft. to a point on the southerly highway boundary of the presently travelled Villenova Road; a total length of 494.0 ft. 3 rods wide (49.5').

The above-mentioned survey base line as described follows the existing center line of the formerly travelled Smith & Villenova Roads, being 1 1/2 rods on either side of the said Survey Base line as shown on a map on file at the office of the Superintendent of Highways of Chautauqua County, as shown on a revised map dated Feb. 13, 1953. Being the premises conveyed by the Town of Villenova to John F. Storm by quit-claim deed dated February 14, 1955 and recorded on June 20, 1958 in Liber 1104 of Deeds at Page 365 in the Chautauqua County Clerk's office.

Also excepting, reserving and not conveying the following described premises: ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 28, Township 5, Range 10, of the Holland Land Company's survey, bounded and described as follows: BEGINNING in the west line of lands conveyed to Lynn H. & Virginia Ivett by deed recorded in Liber 1218 of Deeds at Page 488, of which lands the herein described parcel is a part, at its intersection with the Survey Base Line "A" as established by the Chautauqua County Department of Highways for the relocation of Villenova Road; thence southeasterly along the said Survey Base Line "A", a distance of 145.0 feet; thence southeasterly at an interior angle of 137° 35', a distance of 193.0 feet; thence westerly at an interior angle of 63° 32', a distance of 219.78 feet to the west line of lands so conveyed to said Ivett at a point distant 225.0 feet southerly of the place of beginning; thence northerly parallel to the east bounds of Lot 28 and along the west line of lands so conveyed to said Ivett, a distance of 225.0 feet to the place of beginning, containing 0.78 acres of land, more or less.

EXCEPTING therefrom the land conveyed to the Town of Villenova by deed recorded in Liber 955 of Deeds at Page 20, for the relocation of Villenova Road.

**EXCEPTING** premises conveyed by Howard L. Ivett to David and Heather Gregory by deed dated July 10, 2007 and recorded in the Chautauqua County Clerk's Office in liber 2630 of Deeds at page 25 on July 16, 2007.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005371  
 Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:03 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC  
 Party1: IVETT KRISTOPHER L  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENOVA

Recording:	
Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>80.00</u>
Transfer Tax	
Transfer Tax	6.00
Sub Total:	<u>6.00</u>
Total:	<u>86.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2016000579
Consideration:	1413.00
Transfer Tax	6.00
Total:	<u>6.00</u>

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.  
 This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of May 14, 2015, by and between Kristopher L. Ivett ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines): 100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet; and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on May 14 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Kristopher L. Ivett  
Name: Kristopher L. Ivett

SPOUSAL CONSENT:

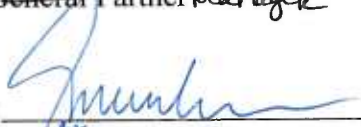
By: Becky Ivett  
Name: Becky Ivett

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its General Partner *Manager*

By:   
Name: Brian Evans  
Title: President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 2<sup>nd</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Kristopher L. Ivett, 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.

*Kristin M. McCarthy*

Notary Public

*Kristin M. McCarthy*  
Notary Public of New York State  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 2<sup>nd</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Becky Ivett, 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.

*Kristin M. McCarthy*

Notary Public

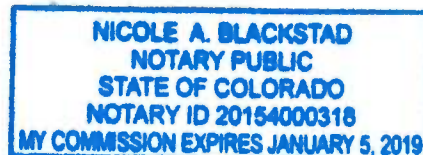
*Kristin M. McCarthy*  
Notary Public of New York State  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 14 day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared BRIAN WILMS, 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.

*Nicole A. Blackstad*

Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York, being the southwest corner of Lot No. 36, in Township 5, Range 10, bounded south by the south line of said Lot No. 36, 16 chains 31¼ links; north by the center of the highway running east and west, 16 chains 31¼ links; west by the center of the highway leading north and south, east by land owned by Asahel Hills, containing 25 3/8 acres of land, more or less.

**ALSO, ALL THAT OTHER PIECE OR PARCEL OF LAND**, situate in the same Town of Villenova, and being the southeast corner of Lot No. 44, Township 5, Range 10, bounded as follows: Commencing at the southeast corner of said Lot, thence west on the south line thereof 10 chains 43 ¼ links, thence north on a line parallel to the east line of said Lot No. 44, 33 chains 55 links; thence east on a parallel line to the south line of said Lot; 10 chains 43 ¼ links to the east line of said Lot No. 44; thence south on said east line 33 chains 55 links to the place of beginning, containing 35 acres more or less.

**EXCEPTING AND RESERVING**, therefrom premises conveyed to James W. Krill and Barbara Ann Krill described in a certain deed dated May 15, 1996 and recorded in liber 2348 of Deeds at page 74 on May 15, 1996; and also premises described in a certain deed from Lynn H. and Virginia R. Ivett to Keith L. Butcher and Mary E. Seybold-Butcher dated September 4, 1991, and recorded in liber 226 at page 30 on September 26, 1991.

**ALSO, ALL THAT OTHER PIECE OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot No. 35 in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company's Survey and bounded as follows: Beginning at the northwest corner of Lot No. 35, running thence east along the north line of Lot No. 35, 8 chains and 50 links; thence south on a line parallel with the west bounds of said Lot No. 35, 29 chains and 42 links; thence west on a line parallel with the north line of said Lot No. 35, 8 chains and 50 links to the center of the highway; thence north along the center of said highway on the west bounds of said Lot No. 35, 29 chains and 42 links to the place of beginning, containing 25 acres of land.

**EXCEPTING AND RESERVING AND NOT CONVEYING**, that portion of the above described premises, previously conveyed by deed dated December 24, 1946, given by Arthur Ivett and one to Lynn H. Ivett and one, and recorded in the Chautauqua County Clerk's Office in liber 765 of Deeds at page 256.

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York, being the south middle part of Lot No. 44, Township 5, Range 10 of the Holland Land Company's survey, bounded as follows: Beginning in the south line of said lot 10 chains 43¼ links from the southeast corner of said lot and at the corner of lands formerly owned by Norman Crowell; thence north parallel with the east line of said lot 33 chains 55 links; thence west on a line parallel with the south line of the said lot 20 chains 86½ links to land owned by Lewis Congdon; thence south on a line parallel with the east line of said lot 33 chains 55 links to the south line of said lot; thence east along the south line of said lot 20 chains 86 links to the place of beginning, containing 70 acres of land be the same more or less.

**ALSO ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot No. 36, Township 5, Range 10 of the Holland Land Company's Survey, bound and described as follows: Beginning at a point which is in the center of the highway running east and west and known as the Villenova Road 300 feet easterly of its intersection with the centerline of North Hill Road (which is the easterly line of Lot 44 and the westerly line of Lot 36); thence southerly and parallel to the westerly line of Lot 36, 10 rods to a point; thence easterly and parallel with the said highway 64 feet to a point; thence northerly and parallel to the first described line 10 rods to the center of the highway; thence westerly along the center of the highway 64 feet more or less to the point or place of beginning, containing  $\frac{1}{4}$  acre of land more or less. Being that portion of the premises conveyed by Arthur and Lydia Ivett to Lynn H. and Virginia R. Ivett by deed dated December 24, 1946 and recorded in the Chautauqua County Clerk's Office in liber 765 of Deeds at page 256 on December 26, 1946, not included in the deed from Lynn H. Ivett and Howard L. Ivett to Kristopher L. Ivett by deed dated May 31, 2002 and recorded in the Chautauqua County Clerk's Office in liber 2494 of Deeds at page 769 on June 4, 2002.





CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016001697

Receipt#: 201606152109  
 Clerk: AH  
 Rec Date: 02/23/2016 01:46:22 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: LANGWORTHY RICHARD  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENOVA

Recording:

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

Sub Total: 75.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 79.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002607  
 Consideration: 508.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICIAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 88021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of December 8, 2015, by and between Richard Langworthy ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- 100 feet; (ii) Transmission Facilities (overhead lines and poles and buried lines):
- and (iii) Substations and Operations and Maintenance Buildings: 100 feet;
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on December 8, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Richard Langworthy  
Name: Richard Langworthy


SPOUSAL CONSENT:

By: Mary K. Langworthy  
Name: MARY K. LANGWORTHY

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:   
Name: Rob Morahan  
Title: CHIEF STRATEGY OFFICER

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Richard Langworthy, 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.

Kristin M. McCarthy  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 29<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Mary K. Langworthy, 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.

Kristin M. McCarthy  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 8<sup>th</sup> day of December <sup>2015</sup> ~~November~~ in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Bob Morgan, 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.

Nicole A. Blackstad  
Notary Public

**NICOLE A. BLACKSTAD**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154000318**  
**MY COMMISSION EXPIRES JANUARY 5, 2019**

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

*THAT TRACT OR PARCEL OF LAND*, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 62, Town 5 and Range 10 of the Holland Land Company's survey and further bounded and described as follows:

BEGINNING at a point in the centerline of Round Top Road (49.5 foot right of way), said centerline being also the easterly line of said Lot 62, said point of beginning being also the northeasterly corner of lands conveyed by Dorothy A. Mazur to John Tourjic by deed dated May 11, 1995, and recorded in the Chautauqua County Clerk's office May 12, 1995, in Liber 2830 of Deeds at page 182, said point of beginning located northerly as measured along the centerline of Round Top Road and the easterly line of Lot 62, a distance of 462.08 feet from the southeasterly corner of Lot 62; THENCE N 88°-06'-43" W, along the northerly line of said Tourjic, 29.22 feet to an existing iron stake; thence continuing along the same course N 88°-06'-43" W, and still along the northerly line of Tourjic 1589.78 feet to a point at the northeasterly corner of lands conveyed by Dallas G. and Ada Carol Zahm to Mark Manning by deed dated October 17, 1990, and recorded in the Chautauqua County Clerk's office November 2, 1990, in Liber 2235 of Deeds at page 371, said point being offset southerly 2.53 feet from an existing iron stake; THENCE continuing along the same course N 88°-06'-43" W, along the northerly line of said Manning, 525.09 feet to an existing iron stake at the northeasterly corner of lands conveyed by Dallas G. and Ada Carol Zahm to Mark E. Snyder by deed dated September 18, 1990, and recorded in the Chautauqua County Clerk's Office October 1, 1990, in Liber 2232 of Deeds at page 552; THENCE continuing along the same course 88°-06'-43" W, along the northerly line of said Snyder, 799.86 feet to an existing iron stake at the northeasterly corner of lands conveyed by Arthur C. and Rita H. Colvenback to Roger A. Colvenback by deed dated December 17, 1990, and recorded in the Chautauqua County Clerk's office December 18, 1990, in Liber 2238 of Deeds at page 580; THENCE continuing along the same course N 88°-06'-43" W, along the northerly line of said Colvenback, 145.91 feet to a set rebar with cap; THENCE N 09°-54'-50" W, along the easterly line of Colvenback and further along the easterly line of lands conveyed by Michael and Theresa Lettieri to Andre A. and Lance A. Lettieri by deed dated December 28, 1999, and recorded in the Chautauqua County Clerk's office December 30, 1999, in Liber 2431 of Deeds at page 475, 668.00 feet to a set rebar with cap; THENCE N 88°-06'-43" W, along the northerly line of said Lettieri, 360.00 feet to a set rebar with cap; THENCE continuing along the same course N 88°-06'-43" W, and still along the northerly line of Lettieri, 30.00 feet to a point in the centerline of Zahm Road (49.5 feet right of way); THENCE N 09°-54'-50" W, along the centerline of Zahm Road 122.59 feet to a point; THENCE S 90°-25'-06" W, 135.18 feet to a set rebar with cap; THENCE S 88°-01'-21" E, 2363.43 feet to a set rebar with cap; THENCE continuing along the same course S 88°-01'-21" E, 30.00 feet to a point in the centerline of Round Top Road and the easterly line of Lot 62; THENCE S 01°-06'-04" W, along the centerline of Round Top Road and the easterly line of Lot 62, 645.04 feet to the point of beginning containing 50.4105 acres of land to be the same more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016002088

Receipt#: 201606153748  
Clerk: AH  
Rec Date: 03/17/2016 09:47:43 AM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 6  
Rec'd Frm: RES AMERICA DEV

Party1: LOMANTO MICHAEL L  
Party2: BALL HILL WIND ENERGY LLC  
Town: VILLENOVA

Recording:

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

Sub Total: 75.00

Transfer Tax  
Transfer Tax 6.00

Sub Total: 6.00

Total: 81.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016002898  
Consideration: 1415.00

Transfer Tax 6.00

Total: 6.00

Record and Return To:

RES AMERCIAS INC  
11101 W 120 TH AVE SUITE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of February 9, 2016, by and between Michael L. LoManto and Sarah LoManto, as husband and wife ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for



a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on February 9, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Michael L. LoManto  
Name: Michael L. LoManto

By: Sarah LoManto  
Name: Sarah LoManto

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: Brian Evans  
Name: BRIAN EVANS

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Michael L. LoManto, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Sarah LoManto, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 9<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

Nicole A. Blackstad  
Notary Public

NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York and being a part of Lots 32, 40 and 48, Township 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point on the existing centerline of Prospect Road at the Northwesterly corner of the lands now or formerly owned by Richard H. Gajewski described in Liber 1796 of deeds at Page 266, said point also being deeded 1397.70 feet Northwesterly along said Prospect Road centerline from its intersection with the division line between Lot 47 and Lot 48; Thence N 33-58-08 W along said Prospect Road centerline 32.92 feet to a point; Thence N 30-51-21 W along said Prospect Road centerline 166.16 feet to a point; Thence N 29-04-32 W along said Prospect Road centerline 217.21 feet to a point; Thence N 31-39-27 W along said Prospect Road centerline 376.14 feet to a point; Thence S 89-13-10 E along the lands now or formerly owned by Lauck L. Kibler described in Liber 2128 of deeds at Page 337, 42.46 feet to an iron stake; Thence continuing along the same line 1433.86 feet to an iron stake on the division line between said Lot 48 and Lot 40; Thence N 02-10-43 E along the said Lot line 582.18 feet to an iron stake; Thence S 88-29-05 along the said lands of Kibler 1619.01 feet to an iron stake; Thence 01-10-24 W along the lands now or formerly owned by Stephen Duman described in Liber 2189 of deeds at Page 456, 387.00 feet to an iron stake; Thence S 88-29-05 E along the said lands of Duman 1101.50 feet to an iron stake; Thence S 88-29-05 E through the lands now or formerly owned by Mary Jane Waligora described in Liber 2143 of deeds at Page 554 and along a 109.322 acre parcel 2487.96 feet to an iron stake; Thence S 01-14-31 W along the lands now or formerly owned by Glenn R. Phillips described in Liber 1834 of deeds at Page 486, 909.66 feet to an iron stake; Thence N 88-11-13 W along the lands now or formerly owned by Frank Press described in Liber 909 of deeds at page 309, 5647.38 feet to an existing iron stake; Thence N 88-44-11 W along the said lands of Gajewski 596.69 feet to an iron stake; Thence continuing along the same line 29.65 feet to the point or place of beginning containing 141.456 acres according to a survey made by Donald R. Long, Land Surveyor dated March 29, 1990.

EXCEPTING AND RESERVING from the above parcel that portion deeded to Richard H. Gajewski recorded in the Chautauqua County Clerk's on September 14, 1992 in Liber 2280 at page 296.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016004265

Receipt#: 201606162315  
Clerk: AH  
Rec Date: 07/13/2016 12:36:57 PM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 7  
Rec'd Frm: RES AMERICA

Party1: MALVESTUTO ROBERT SR  
Party2: BALL HILL WIND ENERGY LLC  
Town: VILLENOVA

Recording:

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

Sub Total: 80.00

Transfer Tax  
Transfer Tax 16.00

Sub Total: 16.00

Total: 96.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016004541  
Consideration: 3525.00

Transfer Tax 16.00

Total: 16.00

Record and Return To:

RES AMERICAS INC  
330 SECOND AVE S  
SUITE 820  
MINNEAPOLIS MN 55401

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of May 09, 2016, by and between Robert Malvestuto Sr. ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on May 09, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

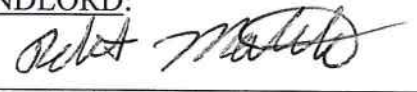
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:


By: 

Name: Robert Malvestuto Sr.

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By: 

Name: Peter Rood

Title: Regional Vice President



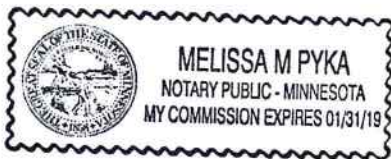
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 28<sup>th</sup> day of Apr. 1 in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Robert Malvestuto Sr., 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.

Kristin M. McCarthy  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

Minnesota  
STATE OF ~~COLORADO~~ )  
 )  
Hennepin  
COUNTY OF ~~BROOMFIELD~~ )

On the 09 day of May in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, 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.



Melissa M. Pyka  
Notary Public

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, being part of Lot No. 20, Lot No. 21, and Lot No. 29 in the Fifth Township and Tenth Range of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point in the northeast corner of Lot No. 29; thence east, along the north line of Lot No. 29, 1111.44 feet to a point; thence south, on a line parallel with the west line of Lot. No. 21, 2249.28 feet to a telephone pole, said telephone pole being 1855.92 feet northeast of the centerline of Prospect Road (County Road No. 621) and on a course bearing North 77 degrees 45 minutes East; thence continuing south on a line parallel with the east line of Lot No. 21, 1674.42 feet to a point in the south line of Lot No. 21; thence west, along the south line of Lot No. 21, 9.24 feet to a point; thence southwesterly 1087.02 feet on a line bearing South 79 degrees 45 minutes West to a point in the centerline of Prospect Road; thence northwesterly, along the centerline of Prospect Road 1949.96 feet to a point; thence north, along a fence line and parallel with the east line of Lot No. 29, 2554.86 feet to the north line of Lot No. 29; thence east, along the north line of Lot No. 29, 887.70 feet to the point or place of beginning, containing 167.87 acres of land, more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot No. 29 in the Fifth Township and Tenth Range of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point located 723.36 feet south of the north line of Lot No. 29, and 887.70 feet west of the northeast corner of said Lot No. 29; thence west, parallel with the north line of Lot No. 29, 3009.60 feet to a point in the west line of Lot No. 29; thence south, along the west line of Lot No. 29, 1013.265 feet to a point; thence east, parallel with the north line of Lot No. 29, 3009.60 feet to a point located 1736.625 feet south of the north line of Lot No. 29, and 887.70 feet west of the northeast corner of Lot No. 29; thence north and parallel with the east line of Lot No. 29, 1013.265 feet to the point or place of beginning, containing 70.0 acres of land, more or less.

EXCEPTING AND RESERVING from the above described premises those portions of Prospect Road dedicated for public use as a County Road.

The Grantor herein conveys to the Grantee all oil and gas rights and royalties and any and all mineral rights.

THAT TRACT OR PARCEL OF LAND, situated in the Town of Villenova, County of Chautauqua and State of New York, distinguished by being a part of lot numbers 29 and 37, Town five, Range Ten of the Holland Land Company survey, bounded as follows: Commencing on the west line of Lot Number 29, 26 chains and 27 links south of the northwest corner thereof, and running from thence east along the south line of land owned by Albert Sharp and parallel to the north line of said Lot 45 chains and 80 links to lands of D.W. Simmons; thence south parallel to the East line of said lot and 13 chains and 45 links west therefrom, 33 chains and 29 links to the south line of said lot; thence west on said south line 26 chains and 8 links; thence north parallel to the west line of said Lot, and 20 chains east therefrom 29 chains and 87 links; thence west and parallel to the north line of said Lot 20 chains to the west line thereof; thence west on Lot number 37, 10 chains and 68 links; thence north parallel to the east line of Lot number 37, 19 chains and 4 links; thence east 10 chains and 81 links to the east line of said Lot; thence south on said east line 15 chains and 31 links to the place of beginning containing one hundred and fourteen and sixty-seven hundredths acres, more or less.

Subject to all matters of record.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015006564

Receipt#: 201506145520

Clerk: AH

Rec Date: 11/12/2015 10:21:02 AM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 6

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: MANNING FRANCINA

Party2: RES NORTH AMERICA LEASING LLC

Town: VILLENova

Recording:

Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 77.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 77.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001445  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICAS INC  
11101 W 120TH AVE SUITE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
Attn: Nicole Blackstad  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 1<sup>st</sup>, 2015, by and between Francina Manning ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

*October* 4. **Term.** The Development Term of the Lease is seven (7) years, commencing on ~~August 13~~ 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Francina Manning  
Name: Francina Manning

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:


**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

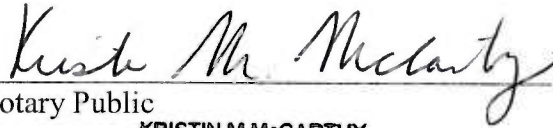
Name:

Title:

  
BRIAN EVANS  
PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of ~~August~~ September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Francina Manning, 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.



Notary Public

KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 13<sup>th</sup> day of ~~August~~ October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.



Notary Public

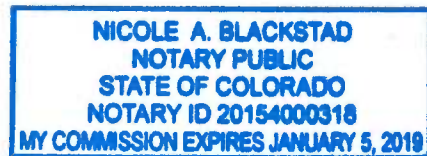




EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauque, State of New York, described as follows, to wit: Being a part of Lots No. 61 and No. 62 of the Fifth Township and Tenth Range according to the Holland Land Company's Survey and bounded as follows: Beginning in the centerline of Zehn Road as now laid out and occupied at the point of intersection thereof with the north line of Lot 61; thence South  $89^{\circ}-50'$  East (assumed bearing) a distance of 1238.7 feet along said north line of Lot 61 to an iron pin; thence North  $0^{\circ}-20'$  West a distance of 489.2 feet to an iron pin; thence South  $89^{\circ}-50'$  East a distance of 575.2 feet to an existing iron pin; thence South  $0^{\circ}-20'$  East a distance of 830.4 feet to an iron pin; thence North  $89^{\circ}-50'$  West a distance of 1258.6 feet to an iron pin; thence North  $0^{\circ}-10'$  East a distance of 28.2 feet to an iron pin; thence North  $89^{\circ}-50'$  West a distance of 945.0 feet to a point in said centerline of Zehn Road; thence North  $11^{\circ}-14'$  West a distance of 169.4 feet along said centerline of Zehn Road to a point; thence North  $89^{\circ}-50'$  West a distance of 377.2 feet to a point in the west line of Lot 61; thence northerly along said west line of Lot 61 a distance of 147.0 feet to the northwest corner thereof; thence South  $89^{\circ}-50'$  East a distance of 349.8 feet along said north line of Lot 61 to the point of place of beginning, and containing 20.4 acres of land more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016003012  
 Receipt#: 201606157881  
 Clerk: AH  
 Rec Date: 05/12/2016 12:47:39 PM  
 Doc Grp: D  
 Descrip: AGR/DEEDS/TP584  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA  
 Party1: MCCARTHY NADINE R  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENOVA

Recording:	
Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>77.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>77.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2016003588
Consideration:	500.00
Total:	0.00

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF WECS SETBACK WAIVER AND CONSENT AGREEMENT

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF WECS SETBACK WAIVER AND CONSENT AGREEMENT ("*Memorandum*") is made and entered into as of March 18, 2016, by and between Nadine R. McCarthy ("*Owner*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company (the "*Company*").

1. **Waiver and Consent.** For the term and upon the provisions set forth in that WECS Setback Waiver and Consent Agreement of even date herewith between Owner and the Company (the "*Agreement*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Owner hereby waives application to the Premises of Wind Energy Conversion System setbacks and noise limits as specified in Town of Villenova Local Law No.1 of 2007.
2. **Term.** The Term of the Agreement is thirty (30) years, commencing on March 18, 2016, which the Company has the option to extend for three (3) periods of ten (10) years each.
3. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Agreement and in no way modifies the express provisions of the Agreement. This Memorandum shall continue to constitute notice of the Agreement, even if the Agreement is subsequently amended.
4. **Successors and Assigns.** Owner and the Company intend that the covenants, conditions and restrictions contained in the Agreement shall be both personal to Owner and the Company and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

5. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed as of the date first written above.


OWNER:

By: Nadine R. McCarthy  
Name: Nadine R. McCarthy

COMPANY:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments Inc.,  
its Manager

By:   
Name: Peter Rood  
Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

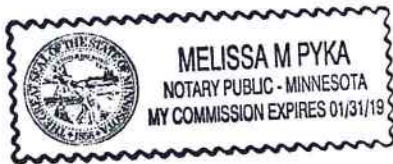
On the 2<sup>nd</sup> day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Nadine R. McCarthy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.

  
\_\_\_\_\_  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 18 day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, 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.

  
\_\_\_\_\_  
Notary Public



## **EXHIBIT A TO MEMORANDUM OF AGREEMENT**

### **LEGAL DESCRIPTION OF PREMISES**

THAT TRACT OR PARCEL OF LAND situated in the Town of Villenova, County of Chautauqua and State of New York being a part of Lot No. 62, Township 5 and Range 10 according to the Holland Land Company's Survey and more particularly described as follows:

Beginning at a point on the centerline of the existing pavement of Roundtop Road, which point is 262.30 feet Southerly from the Northerly boundary of said Lot No. 62 as measured along the centerline of said Roundtop Road; Thence South 89 degrees 20' West a distance of 705.0 feet to an existing iron pin and passing through an iron pin located 24.75 feet Westerly from the point of beginning; Thence South 52 degrees 37' West a distance of 166.4 feet to an existing iron pin; Thence North 27 degrees 09' West a distance of 406.5 feet to an existing iron pin on the Northerly boundary of said Lot No. 62; Thence South 89 degrees 28' West a distance of 477.5 feet to an iron pin; Thence South 15 degrees 36' West a distance of 399.2 feet to an iron pin; Thence South 5 degrees 23' West a distance of 336 feet to an iron pin; Thence North, 88 degrees 01' West a distance of 187.4 feet to an iron pin; Thence South 2 degrees 23' West a distance of 108.7 feet to an iron pin; Thence South 48 degrees 18' West a distance of 431.4 feet to an iron pin; Thence South 15 degrees 16' West a distance of 212.3 feet to an iron pin; Thence North 89 degrees 45' East a distance of 2209 feet to a point on the centerline of Roundtop Road and passing through an iron pin located 24.75 feet Westerly from the centerline of said Roundtop Road; Thence North 0 degrees along the centerline of said Roundtop Road a distance of 1055 feet to the point or place of beginning.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005372  
 Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:04 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC  
 Party1: MCNAMARA RONALD A  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:	
Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>80.00</u>
Transfer Tax	
Transfer Tax	8.00
Sub Total:	<u>8.00</u>
Total:	<u>88.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2016000580
Consideration:	1560.00
Transfer Tax	8.00
Total:	<u>8.00</u>

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.  
 This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021



**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of June 29, 2015, by and between Ronald A. McNamara and Katherine F. McNamara ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on June 29, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Ronald A. McNamara  
Name: Ronald A. McNamara

By: Katherine F. McNamara  
Name: Katherine F. McNamara

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By: 

Name: Rob C. Morgan

Title: CHIEF STRATEGY OFFICER

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 17<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Ronald A. McNamara, 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.

Kristin M. McCarthy

Notary Public

Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 17<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Katherine F. McNamara, 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.

Kristin M. McCarthy

Notary Public

Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 24<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, 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.

Nicole A. Blackstad

Notary Public

**NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019**

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the town of Villenova, County of Chautauqua and State of New Yck, known and distinguished as northeast of Lot No. 44 in the 5th Town and 10th Range of the Holland Land Company's Survey described as the North 50 acres of the East 103 acres of the North 150 acres of said lot bounded north by the north bounds of said lot, east by the east bounds of said lot, south by lands sold to Avery Warner and west by lands sold to Ichabod Congdon containing 50 acres of land.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York, known and described by being part of Lot No. 36 in the 5th Town and 10th Range of the Holland Land Company's Survey and bounded north by Lot No. 37, 21 chains and 76 links; east by land now or formerly owned by John M. Smith 12 chains and 67 links; south by a line parallel to the north line of the lot 21 chains and 76 links to the center of the highway; thence north along the center of said highway to the place of beginning, containing 27 $\frac{1}{2}$  acres more or less, being in all 77 $\frac{1}{2}$  acres of land.

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in said Town of Villenova, being a part of Lot No. 45, Town 5, Range 10 according to the Holland Land Company's Survey and bounded as follows: Commencing at the southeast corner of said lot and running from thence west along said line 20 chains and 50 links to lands owned by Avery Warner, thence north along the east line of Warner's land 6 chains and 675/100 chains to a stake; thence east parallel with the south line of said lot 20 chains and 50 links to the center of the highway and lot line; thence south along the center of the highway and east line of said lot 6 chains and 67 $\frac{1}{2}$  links to the place of beginning, containing 13.68 acres of land more or less.

ALSO THAT OTHER PIECE OR PARCEL OF LAND situate in said Town of Villenova and distinguished as being a part of Lot No. 37, Town 5, Range 10 according to the Holland Land Company's Survey and bounded as follows: Commencing at the southwest corner of said lot and running from thence east 6 chains and 89 links to a stone monument; thence north parallel to the west line of said lot 3 chains and 74 links to a stone monument; thence west parallel to the south line 6 chains and 89 links to the west line thereof; thence south 3 chains and 74 links to the place of beginning. Containing 2.58 acres to the same more or less.

Excepting and reserving from the above described premises 10 acres of land heretofore sold and conveyed to Adelbert M. Tanner.

Also excepting and reserving from the above described premises 7 acres heretofore sold and conveyed to Clark Smith.

Also excepting and reserving from the above described premises 3 acres heretofore sold and conveyed to Sylvester Worden.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York and known as a part of Lot No. 36 in the 5th Township and 10th Range of the Holland Land Company's Survey and bounded as follows: Commencing at the center of the highway 62 rods north of the southwest corner of said lot; thence running north on the line of said lot 85 rods; thence east 16 chains and 31 1/2 links; thence south 85 rods to the center of the highway thence west 16 chains and 31 1/2 links along the center of the highway to the place of beginning, containing 34 5/8 acres of land more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York and known as being a part of Lot No. 36, Township 5, Range 10 according to the Holland Land Company's Survey and bounded as follows: Commencing at the southwest corner of lands now or formerly owned by John M. Smith; thence north along said J. M. Smith's west line 10 chains and 36 links thence west along the south line of lands now or formerly owned by Hugh McNamar 5 chains and 65 3/4 links; thence south on a line parallel with John M. Smith's west line 10 chains and 32 links; thence east along the north line of lands now or formerly owned by George Nobles Estate 5 chains and 65 3/4 links to the place of beginning, containing 5.83 acres of land more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York distinguished as a part of Lot No. 44 in the 5th Town and 10th Range of townships of the Holland Land Company bounded as follows: On the north by lands formerly owned by Jennie E. Hills 27 chains and 84 links; on the east by the east bounds of said lot 13 chains and 30 links; on the south by lands owned by Amenzo Root and Obodiah Hickey 27 chains and 66 links and on the west by lands formerly owned by Lewis Congdon 13 chains and 56 links, containing 37.33 acres of land more or less.

ALSO ALL THAT OTHER CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York known as a part of Lot No. 36 in said Town according to the Holland Land Company Survey bounded as follows: On the north by lands now or formerly owned by Hugh McNamara; on the east by lands formerly deeded to Marshall Smith by E. J. Bronson and on the south by lands formerly deeded to Marshall Smith by E. J. Bronson and on the west by the highway, containing 16.67 acres of land be the same more or less. Being in all 54 acres of land intended to be conveyed.

Excepting from the premises heretofore described the premises conveyed by Glen C. McNamara and Ronald A. McNamara to Richard G. Conklin and Helen Mae Conklin by deed dated July 24, 1964 which was recorded in the Chautauqua County Clerk's Office on July 29, 1964 in Liber 1247 of Deeds at Page 182.

LIB 1001 REC 11



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016001534  
 Receipt#: 201606151235  
 Clerk: AH  
 Rec Date: 02/09/2016 11:44:15 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC  
 Party1: MILLER ARTHUR J  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENOVA

Recording:	
Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>77.00</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>77.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2016002484
Consideration:	500.00
Total:	0.00

Record and Return To:

RES AMERICA INC  
 11101 W 120TH AVENUE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.  
 This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of ~~October 24~~ <sup>November 24</sup>, 2015, by and between Arthur J. Miller and Diane B. Miller, as husband and wife ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for



a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

<sup>November</sup>4. **Term.** The Development Term of the Lease is seven (7) years, commencing on ~~October~~ <sup>24</sup> 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:


By: Arthur J. Miller  
Name: Arthur J. Miller

By: Diane B. Miller  
Name: Diane B. Miller

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:   
Name: BRIAN EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 27<sup>th</sup> day of October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Arthur J. Miller, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 27<sup>th</sup> day of October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Diane B. Miller, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 24<sup>th</sup> day of ~~October~~ <sup>November</sup> in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Nicole Evans, 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.

Nicole A. Blackstad  
Notary Public

**NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019**

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

That tract or parcel of land situate in the Town of Villenova, County of Chautauqua, State of New York and being a part of Lot 30, Town 5 and Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point on the centerline of Prospect Road, said point being on the division line between the lands now or formerly owned by Frances S. Griffith described in Liber 1889 of deeds at Page 31 on the North and the lands now or formerly owned by Peter Burek described in Liber 730 of deeds at Page 115 on the South, said point also being 1108 feet northwesterly measured along said Prospect Road centerline from the southerly bounds of Lot 30, THENCE N 32-05-22 W along said Prospect Road centerline 380.74 feet to a point; THENCE N 34-19-14 W along said Prospect Road centerline 335.85 feet to a point; THENCE N 64-13-41 E through the said lands of Griffith 27.5 feet to an iron stake; THENCE continuing along the same line 391.77 feet to an iron stake; THENCE S 29-44-13 E through the said lands of Griffith 692.84 feet to an iron stake; THENCE S 88-58-28 W along the said lands of Burek 398.28 feet to an iron stake; THENCE continuing along the same line 30.28 feet to the point or place of beginning containing 7.210 acres according to a survey made by Donald R. Long land Surveyor dated May 2, 1988 and revised on August 21, 1991.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005377  
 Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:04 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC  
 Party1: MILLER JOSEPH R  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENOVA

Recording:	
Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>80.00</u>
Transfer Tax	
Transfer Tax	6.00
Sub Total:	<u>6.00</u>
Total:	<u>86.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2016000585
Consideration:	1130.00
Transfer Tax	6.00
Total:	<u>6.00</u>

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of June 29, 2015, by and between Joseph Miller, Bertha Miller and Lester Miller ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on June 29 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Joseph R. Miller  
Name: Joseph Miller, Bertha Miller

By: Bertha J. Miller  
Name: Bertha Miller

By: Lester Miller  
Name: Lester Miller

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its General Partner, Manager

By: Rob C. Morgan  
Name: Rob C. Morgan  
Title: Chief STRATEGY OFFICER



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 10 day of April in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Joseph Miller, 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.

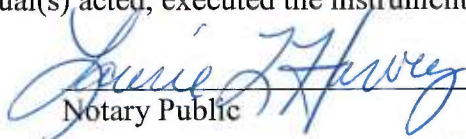


Notary Public

**LAURIE L. HARVEY**  
Notary Public, State of New York  
Qualified in Chautauqua County  
Reg. No. 01HA5064890  
Commission Expires August 26, 2018

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 10 day of April in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Bertha Miller, 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.

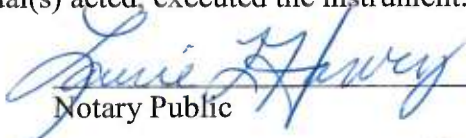


Notary Public

**LAURIE L. HARVEY**  
Notary Public, State of New York  
Qualified in Chautauqua County  
Reg. No. 01HA5064890  
Commission Expires August 26, 2018

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 10 day of April in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Lester Miller, 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.



Notary Public

**LAURIE L. HARVEY**  
Notary Public, State of New York  
Qualified in Chautauqua County  
Reg. No. 01HA5064890  
Commission Expires August 26, 2018

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 29<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, 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.

*Nicole A. Blackstad*

Notary Public

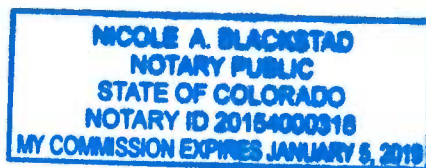


EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot No. 30, Town 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the northeast corner of said Lot No. 30, being also the northeast corner of lands deeded to Emily Lodyga and Frances S. Griffith in 1981 and recorded in the Chautauqua County Clerk's Office at Liber 1889 of Deeds at page 31; thence southerly along the east line of said Lot No. 30 a distance of 44.87 chains more or less, said point being also the southeast corner of said lands of Lodyga and Griffith; thence westerly along the southerly line of said lands of Lodyga and Griffith a distance of 25.17 chains to a point; thence northerly and parallel with the east line of said Lot No. 30 a distance of 44.87 chains more or less to the northerly line of said lands of Lodyga and Griffith; thence easterly along the northerly line of said lands of Lodyga and Griffith to the place of beginning, being 113.0156 acres more or less.

EXCEPTING AND RESERVING UNTO THE GRANTORS the life use of any pastures and croplands located within said 113 acres, along with a right of way to use all existing farm roads for access to said pastures and croplands; and also

EXCEPTING AND RESERVING UNTO THE GRANTORS all rents and royalties due under any existing gas and oil leases.

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CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015006565

Receipt#: 201506145520  
 Clerk: AH  
 Rec Date: 11/12/2015 10:21:03 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 8  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: OCONNOR FLORENCE  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:  
 Cover Page 5.00  
 Recording Fee 55.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00

Sub Total: 85.00

Transfer Tax 4.00  
 Transfer Tax 4.00

Sub Total: 4.00

Total: 89.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001446  
 Consideration: 982.00

Transfer Tax 4.00

Total: 4.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of September 18, 2015, by and between Florence O'Connor and Frank Press Jr. and Patricia Greiner ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on September 18, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Florence O'Connor  
Name: Florence O'Connor

By: Frank Press Jr.  
Name: Frank Press Jr.

By: Patricia Greiner  
Name: Patricia Greiner

SPOUSAL CONSENT:

By: \_\_\_\_\_  
Name:

By: Jean Press  
Name:

By: \_\_\_\_\_  
Name:

TENANT:

**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: [Signature]  
Name: BRIAN EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

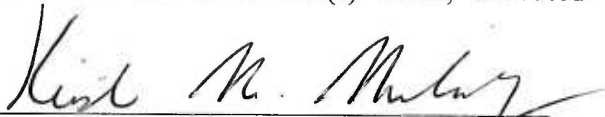
On the 30<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Florence O'Connor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.



Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Frank Press Jr., 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.



Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Patricia Greiner, 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.




Notary Public  
**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 30<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Jean Press, 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.

  
\_\_\_\_\_  
Notary Public

KRISTIN M McCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the \_\_\_ day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public


STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

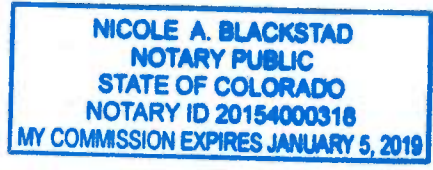
On the \_\_\_ day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument 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.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO            )  
                                                          )  
COUNTY OF BROOMFIELD    )

On the 18<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

  
\_\_\_\_\_  
Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

<sup>that assigns forever, all</sup>  
THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York being a part of lots number 40 and 42 in the fifth township and tenth range of the Holland Land Company's Survey, bounded as follows: Commencing at a point in the center of the highway and south line of lot 48, at the distance of three chains 68 links west from the southeast corner of said lot number 48; thence east 44 chains 38 links to a stake; thence north ten chains 41 links to a stake; thence west 21 chains 74 links to the center of said highway; thence along the center of said highway south 35 degrees 20 minutes east, 12 chains 75 links to the place of beginning, containing fifty and three one hundredths acres more or less.

Also all that other tract or parcel of land situate in the Town of Villenova aforesaid and being part of lot number 47 in said fifth township, bounded as follows: Commencing at a point in the north line of said lot 47, at the distance of 16 chains 73 links west from the north east corner of the same, which is the place of beginning; thence south 11 chains 34 links to a stake; thence south 88 degrees 45 minutes west 13 chains ten links to a stake; thence north 11 chains 62 links to a stake; thence east 13 chains ten links to the place of beginning containing fifteen acres more or less.

Also all that other tract of land situate in the town of Villenova aforesaid being part of lot 48 aforesaid, bounded as follows: Commencing in the center of the highway leading from Forestville to Wrights Corners in Villenova, at a point in said highway where the south bounds of said lot crosses said highway; thence running west on the south line of said lot, adjoining the land formerly owned by William Knapp 13 chains 25 links; thence north 50 links; thence east on a line parallel with the south bounds of said lot 13 chains 25 links to the center of said highway; thence south along the center of said highway 50 links to the place of beginning, containing 160 rods of land more or less.

Also all that other tract or land situate in the Town of Villenova aforesaid distinguished by being a part of lot number 47 in town 5 range ten of the Holland Land Company's Survey, bounded as follows: Commencing on the north bounds of said lot at the northwest corner of a piece of land deeded to Charles Alnut by H.G. Pope and wife; thence west on said north line (bounds) 8 chains 60 links; thence south parallel to the west bounds of said lot eleven chains 81 links; thence east parallel to said north bounds 8 chains 61 links to lands formerly owned by Alnut; thence north of said Alnut's line 11 chains 62 links to the place of beginning containing ten acres of land more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005378

Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:04 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 8  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: ORTEL DONALD J  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:

Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 85.00

Transfer Tax	
Transfer Tax	6.00

Sub Total: 6.00

Total: 91.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016000586  
 Consideration: 1210.00

Transfer Tax	6.00
--------------	------

Total: 6.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of June 29, 2015, by and between Donald J. Ortel and Margaret M. Ortel ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on June 29, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

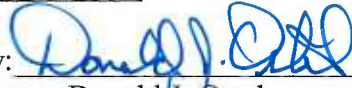
5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Donald J. Ortel

By:   
Name: Margaret M. Ortel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By: 

Name: *Rob O. Morimoto*

Title: *Chief Strategy Officer*

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Donald J. Ortel, 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

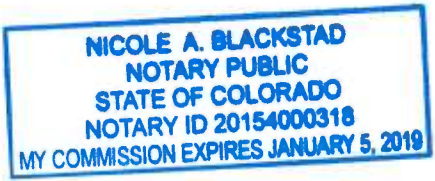
On the 16<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Margaret M. Ortel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 29<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Ruth Morgan, 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.

Nicole A. Blackstad  
Notary Public





## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, known and distinguished as part of Lot 30 in the Fifth Township and Tenth Range of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at the northwest corner of said Lot No. 30; thence easterly along the northerly lot line 33 rods to a point; thence southerly and parallel to the westerly line of said lot to a point sufficiently far southerly to measure twenty acres; thence westerly, at right angles, to the westerly line of said lot; thence northerly along said lot line to the place of beginning. Containing 20 acres in the northwesterly corner of said Lot 30.

EXCEPTING from said parcel of a three acre rectangular piece from the north part, measuring 33 rods along lines north and south and 240 feet along lines east and west.

ALSO conveying a triangular piece of one acre which adjoins the above property on its south boundary and described as follows: BEGINNING at the southwest corner of the property above described, said point being the west line of said Lot 30; thence easterly 33 rods to a point; thence southwesterly, at an angle, to a point on the west line of Lot 30 sufficient to measure 1 acre.

ALSO conveying an irregular piece of land one acre which adjoins the triangular piece above described and described as follows: BEGINNING at the southwest corner of the triangular property above conveyed; thence southerly along the westerly line of said Lot 30 to the center of the Villenova-Forestville Road; thence along said road a distance of sufficient measure and at a point so that a straight line to the southeasterly point of the above described properties will include one acre; thence westerly to the place of beginning.

The above descriptions are constructed from a plot attached to Abstract of Title No. 254736, Chautauqua Abstract Company, dated December 27, 1966, and from other sources and deeds, and are intended to describe the property conveyed by William J. Gray to Orpha Gray by deed recorded August 27, 1907, in Liber 329 at page 24.

ALSO conveying all that tract or parcel of land in the same Township and Range as the above and on Lot 38 described as follows: COMMENCING at the point of intersection of the east line of said Lot 38 and the center of the Villenova-Forestville Highway; thence north, along the east line of said lot 6.44 chains to a point; thence at right angles and westerly 8.14 chains to the center of the continuation of said highway; thence southeasterly along said highway center 10.38 chains to the place of beginning. Being a triangular piece of 2-5/8 acres and intending to convey the property included in a deed O.S. Harmon

and one to Orpha Gray, recorded November 25, 1896, in Liber 277 at page 95.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in The Town of Villenova, County of Chautauqua and State of New York, being a part of Lot 38, Township 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a stake and stone in the lot line which separates lots 38 and 46 and at the northwest corner of lands once owned and occupied by Judah Warner; thence northerly on the lot line before mentioned 10 chains and 4 links to a stake and stones; thence easterly and at right angles to the said lot line 59 chains and 28 links; thence northerly at right angles with the last mentioned boundary and parallel to the east and west boundary lines of Lot 38 to the center of the highway which runs from the Village of Forestville and through the Village of Villenova, and passing the Church known as the Ball Hill Church; thence southeasterly along the center of the said highway to the point where the lot line between lots 30 and 38 intersects said highway; thence southerly along this lot line about 16 chains 12 links to an iron pin in this lot line; thence at right angles to the lot line between lots 30 and 38 along the northerly line of lands formerly owned by Linus Ball and Judah Warner, 59 chains and 78 links to the stake and stones first above mentioned, as situate in the lot line between lots 38 and 46 and the place of beginning, being about 60 acres of land on the southerly side of the farm formerly owned and occupied by Oren S. Harmon, at the time of his death.

The foregoing premises are the same premises as conveyed by Maryanna Domagola to Sidney V. Ortel and Janice C. Ortel by warranty deed dated March 23, 1967, and recorded on January 4, 1968, in Liber 1329 of Deeds at page 361.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot 38, Township 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a stake and stones in the lot line between 38 and 46 and at the southwest corner of lands now or formerly owned by Linus Ball; thence southerly along said lot line 10 chains and 65 links to a stake and stones in said lot line; thence easterly and at right angles to said lot line 59 chains and 28 links; thence northerly at right angles to the last mentioned boundary and parallel to the east and west lot lines of lot 38 to the center of the highway which runs from the Village of Forestville through the Village of Villenova and passes the church known as the Ball Hill Church; thence northwesterly along the center of said highway to a point where the center of the highway running east and west between the lands of Linus Ball and those lately owned by Oren S. Harmon, deceased, intersects the said highway above mentioned as passing the Ball Hill Church; thence westerly along the center of said highway and the southerly line of lands now or formerly owned by Linus Ball to a stake and stones first above mentioned as situate in the lot line between lots 38 and 46 and place of beginning, being about 63 acres of land the northerly side of the farm owned and occupied by Oren S. Harmon at the time of his death. Being the same premises as conveyed by Frances Kuziora to Sidney V. Ortel and Janice C. Ortel by warranty deed dated April 22, 1968, and recorded April 25, 1968, in the Chautauqua County Clerk's Office in Liber 1334 of Deeds at page 330. EXCEPTING AND RESERVING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 38, Township 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING in the centerline of Prospect Road (County Road #621) distance 233.0 feet southeasterly from its intersection with the centerline of the North Hill Road; thence southeasterly along the centerline of the Prospect Road, a distance of 246.0 feet; thence southwesterly at an interior angle of  $87^{\circ}45'$ , a distance of 203.0 feet; thence northwesterly at an interior angle of  $97^{\circ}16'$  247.60 feet to a point; thence northeasterly a distance of 162.0 feet to the place of beginning, containing 1.03 acres of land, more or less; according to a survey made by W.C. Buckland, Land Surveyor, dated November 5, 1968.

EXCEPTING AND RESERVING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York being part of Lot 38, Township 5, Range 10 of the Holland Land Company's Survey bounded and described as follows: BEGINNING at a point on the centerline of North Hill Road, said point of beginning being 2145.45 feet west of the intersection of the centerline of the North Hill Road and the Ball Hill Road, as measured along the centerline of the North Hill Road, thence westerly, and on a theoretical extension of the centerline of the North Hill Road, to a point on the west bounds of Lot No. 38; thence southerly and along the west bounds of Lot No. 38, a distance of 702.90 feet; thence easterly on a line, to a point in the center of the North Hill Road; thence northeasterly, and along the centerline of the North Hill Road a distance of 937.00 feet, to the point or place of beginning. \*\*  
*Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,*



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016001535

Receipt#: 201606151235

Clerk: AH

Rec Date: 02/09/2016 11:44:15 AM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 6

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: PARTYKA JAMES

Party2: BALL HILL WIND ENERGY LLC

Town: VILLENova

Recording:

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

Sub Total: 75.00

Transfer Tax	
Transfer Tax	8.00

Sub Total: 8.00

Total: 83.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002485  
 Consideration: 1680.00

Transfer Tax	8.00
--------------	------

Total: 8.00

Record and Return To:

RES AMERICA INC  
 11101 W 120TH AVENUE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

**EXHIBIT D TO WIND ENERGY GROUND LEASE**

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of November 24, 2015, by and between James Partyka ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on November 24 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

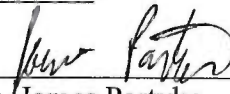
5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: James Partyka

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By: 

Name: BRIAN EVANS

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 7<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared James Partyka, 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.

  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 24<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

  
Notary Public

**NICOLE A. BLACKSTAD**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154000318**  
**MY COMMISSION EXPIRES JANUARY 5, 2019**



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua, and State of New York, being part of Lot No. 46 and 54, Town 5 and Range 10 of the Holland Land Company's Survey bounded and described as follows: Commencing at a point on the lot line between Lot No. 46 and 54, 8 chains 36 links north of the southwest corner of Lot No. 46; thence west parallel to the south line of Lot No. 54, 17 chains 41 links; thence north, 26 chains 18½ links to a point which is 17 chains 44 links westerly from the east line of Lot No. 54; thence east on a line parallel to the south line of Lot No. 54, 17 chains 44 links to the west line of said lot; thence north on said east line 2 chains 27 links; thence east in Lot No. 46, on a line parallel to the south line of said lot to the center of the highway in said Lot No. 46; thence southeasterly along the center of said highway to a point which is 8 chains 36 links north from the south line of said Lot No. 46; thence west parallel to the south line of said Lot No. 46 to the point or place of beginning. Being the same premises owned by Elton Warner during his lifetime by Deed dated May 9, 1917, from Ralph W. Taylor and wife to Elton E. Warner and wife recorded in Chautauqua County Clerk's Office in Liber 417 of deeds at page 48 on May 11, 1917, and Deed dated May 14, 1932, from John Grabowski and wife to Elton E. Warner recorded in said Clerk's Office in Liber 572 of deeds at page 470 on May 23, 1932, excepting that part thereof lying on the easterly side of the highway running through said Lot No. 46.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua, and State of New York, being a part of Lot 54 in the 5th Township and 10th Range of the Holland Land Company's land described as follows: Commencing at the south corner of said Lot 54; thence west on the south line of the lot, 17 chains 40 links to lands formerly owned by McEvoy; thence north bounded by said former McEvoy's land 8 chains 36 links to land deeded to Judah Warner (now owned by Elton E. Warner); thence east bounded by said Warner's land 17 chains 41 links to the east line of the lot; thence south on said east line 8 chains 36 links to the place of beginning, containing fourteen and 55/100 acres more or less. Being a part of premises described in a certain Deed dated October 11, 1928, by Kate R. Warner to Elton E. Warner recorded on October 16, 1928, in the Chautauqua County Clerk's Office in Liber 542 of deeds at page 533.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015006290

Receipt#: 201506144597

Clerk: TP

Rec Date: 10/27/2015 03:52:14 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 6

Rec'd Frm: RES AMERICA

Party1: PARTYKA JOSEPH P

Party2: RES NORTH AMERICA LEASING LLC

Town: VILLENOVA

Recording:

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

Sub Total: 75.00

Transfer Tax	
Transfer Tax	6.00

Sub Total: 6.00

Total: 81.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001249  
 Consideration: 1275.00

Transfer Tax	6.00
--------------	------

Total: 6.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

5  
VII

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of August 21, 2015, by and between Joseph Partyka ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on August 21, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.


5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Joseph Partyka

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: 

Name: BRIAN EVANS

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Joseph Partyka, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 21<sup>st</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared BRIAN EVANS, 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.

Nicole A. Blackstad  
Notary Public

**NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019**

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, distinguished as being the north part of Lot Number 29, in the 5th Town and Tenth Range of Townships, and described as follows: Beginning at the northwest corner of Lot No. 29, thence east on the line of Lots Nos. 29 and 30, forty-five chains - sixty links to a post. Thence south - ten chains - ninety-six links to a post. Thence running west on a line parallel with the north line, forty-five chains - sixty links, to a post and place of beginning. Containing fifty acres of land, be the same more or less.

ALSO, ALL THAT OTHER CERTAIN PARCEL OF LAND, situate in the Town of Villenova, same County and State aforesaid, bounded as follows: Commencing at the northeast corner of Lot No. 37, in the 5th Town and 10th Range of Townships, according to the Holland Land Company's Survey. Thence south on the east line of said Lot No. 37, ten chains and ninety-six links. Thence west on a line parallel to the north line of said Lot No. 37, to land formerly owned by Abram Crowell. Thence north along the east line of said Crowell's land, ten chains, ninety-six links, to the north line of said Lot No. 37. Thence east on said north line, ten chains - eighty-eight links to the place of beginning. Containing eleven and 90/100 acres of land, be the same more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the same Town, County and State aforesaid, being a part of Lots Nos. 38 and 30 in the 5th Township and Tenth Range of the Holland Land Company's Survey, bounded as follows: Commencing at the southeast corner of Lot No. 38, thence west on said south line twenty-two chains and ten links. Thence north nine chains and sixty-three links to the southwest corner of land deeded to Linus Ball. Thence east parallel to the south line of Lots Nos. 38 and 30, twenty-eight chains and eighty links to the center of the highway. Thence southeasterly along the center of said road, nine chains and eighty links to the lands of A. J. Sharp. Thence west along the south line of Lot No. 30 - twenty-one chains and fifty links, to the place of beginning. Containing thirty-eight and 48/100 acres of land, be the same more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, distinguished as being part of Lot No. 30 - Township No. 5 - in the 10th Range of Townships of the Holland Land Company's Survey, bounded as follows: On the northeast by the highway running through said lot, about twenty-six chains. On the south by lands of Albert Sharp, fifteen chains and forty links. On the west by lands of O. S. Harmon and Linus Ball, twenty chains and eighty-nine links. Containing sixteen and 3/4 acres of land, be the same more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, being part of Lot No. 38 in the Fifth Township and Tenth Range of the Holland Land Company's Survey, bounded as follows: Commencing on the east line of said lot, at the southeast corner of land owned by O. S. Harmon. Thence west along the said Harmon's land - twenty-one chains and eighty-four links. Thence south on a line parallel to the east line of said lot nine chains and sixteen links. Thence east parallel to the said north line - twenty-one chains and eighty-four links to the east line of said lot. Thence north nine chains and sixteen links to the place of beginning. Containing twenty acres of land, be the same more or less.

ALWAYS EXCEPTING AND RESERVING from the above-described premises situate in Lot No. 38, ten acres of land heretofore conveyed by Frank Hoffstetter - Sarah Hoffstetter and Maria Sharp to Elton Warner by Deed dated December 19, 1902, and recorded in the Chautauqua County Clerk's Office on the 29th day of December, 1902.

Being in all one hundred and twenty-seven and 13/100 acres of land conveyed by this Deed.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016002428

Receipt#: 201606155333  
 Clerk: AH  
 Rec Date: 04/07/2016 01:41:09 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA

Party1: PCHELKA LORRI A  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENOVA

Recording:

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

Sub Total: 75.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 79.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016003145  
 Consideration: 880.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk



MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 5, 2015, by and between Lorri A. Pchelka ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;
- and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

October 4. **Term.** The Development Term of the Lease is seven (7) years, commencing on September 5, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Lorri A Pchelka  
Name: Lorri A. Pchelka

SPOUSAL CONSENT:

By: Richard A Pchelka  
Name: Richard. Pchelka

TENANT:


**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

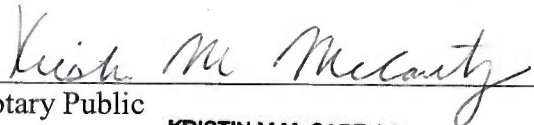
Name:

Title:

  
BRIAN EVANS  
PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

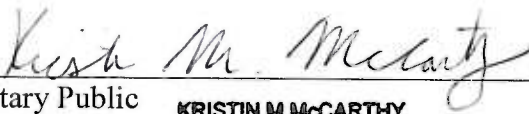
On the 12<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Lorri A. Pchelka, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the 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.

  
Notary Public

**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )


On the 12<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Richard Pchelka, 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.

  
Notary Public

**KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 5<sup>TH</sup> day of October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

  
Notary Public

**NICOLE A. BLACKSTAD**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

1001810, New York

**This Indenture,**

**07586**

Made the 25<sup>th</sup> day of March, Nineteen Hundred and Ninety

Between **FRANK M. HARRIS and LORRAINE M. HARRIS** 4480 Patricia Drive Clarence, New York AND **TIMOTHY J. HARRIS** 3450 Ericson Drive Williamsville, New York Grantor(s), and **LORRI A. PHELKA**, 17 Leon Place, Fredonia, New York Grantee(s).

Witnesseth, that the said Grantor(s), in consideration of ONE AND MORE Dollars (\$1.00 & more) lawfully money of the United States, paid by the Grantee(s), do hereby grant and release unto the Grantee(s) for heirs and assigns forever

All that Tract or Parcel of Land, situate in the Town of Villenova, County of Chautauqua, State of New York and being part of Lot-53, Town-5, Range-10 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point on the centerline of Round Top Road, said point being 1872 feet Northerly measured along said road centerline from the Southerly bounds of Lot-53; THENCE N-21-25-33W along said Round Top Road centerline, 589.54 feet to a point; THENCE N-21-43-09-W along said road centerline 529.61 feet to a point; THENCE S89-40-56-E 27.27 feet to an iron stake; THENCE continuing along the same line 3885.09 feet to an iron stake on the Easterly bounds of Lot-53; THENCE S-00-05-01-W along said Lot Line 716.77 feet to a fence corner; THENCE S-01-39-59-W along said Lot Line 325.90 feet to an iron stake; THENCE N-89-36-54-W 3467.65 feet to an iron stake; THENCE continuing along the same line 22.86 feet to the point or place of beginning containing 88.464 acres according to a survey made by Donald R. Long Land Surveyor dated May 13, 1980.

SUBJECT to any and all valid and existing gas and oil leases, easements and rights of way for public utility lines, of record, if any and all rights thereunder are hereby assigned to the grantee.

HEREBY intending to convey the same premises described in a Deed from Glenn K. Phillips and Mildred Phillips to Clinton Mount and Jean N. Mount dated April 5, 1973 and recorded in the Chautauqua County Clerk's Office on April 10, 1973.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015006289

Receipt#: 201506144597  
Clerk: TP  
Rec Date: 10/27/2015 03:52:14 PM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 7  
Rec'd Frm: RES AMERICA

Party1: PCHELKA RICHARD A  
Party2: BALL HILL WIND ENERGY LLC  
Town: VILLENOVA

Recording:

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

Sub Total: 80.00

Transfer Tax  
Transfer Tax 6.00

Sub Total: 6.00

Total: 86.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016001248  
Consideration: 1098.00

Transfer Tax 6.00

Total: 6.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

6  
Vil

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 5, 2015, by and between Richard Pchelka and Lorri A. Pchelka, as husband and wife ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

<sup>October</sup> 4. **Term.** The Development Term of the Lease is seven (7) years, commencing on ~~September 5~~ 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.


6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Richard Pchelka

By:   
Name: Lorri A. Pchelka



TENANT:

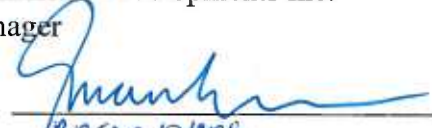
**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

Name:

Title:

  
\_\_\_\_\_  
BRIAN EVANS  
\_\_\_\_\_  
PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 12<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Richard Pchelka, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires \_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 12<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Lorri A. Pchelka, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 5<sup>th</sup> day of ~~September~~ October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

Nicole A. Blackstad  
Notary Public

**NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019**

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

PARCEL "A":

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York and more particularly described as follows:

BEGINNING at the center of the 4 foot black cherry tree on the southeasterly corner of lands of Gamble, said point of beginning being located south 89° 27' east (geodetic bearing) a distance of 1923.5 feet along the southerly line of said lands of Gamble from the centerline of Round Top Road and south 0° 05' west a distance of 1201.1 feet +/- from the northerly line of Lot No. 53 of the Holland Land Company's Survey; thence north 89° 27' west a distance of 1099.3 feet to an iron pin; thence north 16° 09' east a distance of 744.5 feet to an iron pin; thence north 0° 17' west a distance of 561.7 feet to an iron pin on the northerly line of said Lot No. 53; thence south 89° 36' east a distance of 897.0 feet +/- along the northerly line of said Lot No. 53 to the easterly line of said lands of Gamble; thence south 0° 05' west a distance of 1281.1 feet +/- along the easterly line of said lands of Gamble to the point or place of beginning, and containing 28.0 acres of land more or less.

Subject to oil and gas leases, rights of way and easements of record.

Subject to an easement reserved unto the grantor, his heirs and assigns for the purpose of drainage, said easement to run approximately 100 feet in width along the westerly line of the premises herein conveyed a distance of approximately 744.5 feet from the southerly line of said premises.

PARCEL "B"

9.1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York known and distinguished as being the east part of the north one hundred and fourteen acres of Lot No. Fifty-three, fifth town and tenth Range in the County and State aforesaid, according to the Holland Land Company's Survey, containing an area of fifty-seven acres of land be the same more or less, being the same land deeded to Julius Ferry by John Ferry, November 10, 1854.

PARCEL "C"

4.1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot Number fifty-four in the fifth township and tenth Range of the Holland Land Company's land bounded as follows: commencing on the south line of said lot at the southwest corner of said McEvoy's farm, thence north one chain and nineteen links, thence east parallel to the said south line, sixteen chains and eighty-two links, thence south one chain and nineteen links to the south line of said lot, thence west on said south line sixteen chains and eighty-two links to the place of beginning, containing two acres of land being the same heretofore deeded to said Ferry by John McEvoy April 2, 1868.

Grantor also assigns all rights to gas and oil lease with Meridian Exploration Corp. recorded May 4, 1971 in Liber 122 Misc. Rec., Page 33.

Subject to oil and gas leases, rights-of-way-and easements of record.

PARCEL "D"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 62, Township 5 and Range 10 of the Holland Land Company Survey, bounded and described as follows:

BEGINNING at a point in the centerline of Round Top Road, which point is in the East line of Lot 62, distant 1302.0 feet southerly from the northeast corner of Lot 62; thence continuing southerly along said centerline of Round Top Road, 408.0 feet; thence westerly having an interior angle of 89 degrees 32 minutes, a distance of 2428.60 feet; thence northerly parallel to the East line of Lot 62 and the centerline of Round Top Road, 408.0 feet; thence easterly parallel to the South line of the parcel described, 2428.60 feet to the centerline of Round Top Road and the East line of Lot 62 and the point of place of beginning, containing 22.75 acres more or less.

SUBJECT to any valid oil and gas leases of record and conveying to the grantees herein any and all rights thereunder.

GRANTORS herein convey and assign the lease of Meridian Exploration Corporation recorded in Liber 1385 of Deeds of Page 148.

105 9157188  
106 106244



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016004264

Receipt#: 201606162315
Clerk: AH
Rec Date: 07/13/2016 12:36:57 PM
Doc Grp: D
Descrip: MEMO OF LEASE
Num Pgs: 6
Rec'd Frm: RES AMERICA
Party1: PIEDE JAMES P
Party2: BALL HILL WIND ENERGY LLC
Town: VILLENOVA

Recording:

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

Sub Total: 75.00

Transfer Tax
Transfer Tax 16.00

Sub Total: 16.00

Total: 91.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*
Transfer Tax #: TT2016004540
Consideration: 4000.00

Transfer Tax 16.00

Total: 16.00

Record and Return To:

RES AMERICAS INC
330 SECOND AVE S
SUITE 820
MINNEAPOLIS MN 55401

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

[Handwritten Signature]

Larry Barmore
Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder’s Use Only)

THIS MEMORANDUM OF LEASE (“*Memorandum*”) is made and entered into as of JUNE 17, 2016, by and between James P. Piede (“*Landlord*”) and Ball Hill Wind Energy, LLC, a Delaware limited liability company (“*Tenant*”).

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the “*Lease*”), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the “*Premises*”) located in the County of Chautauqua, State of New York, as more particularly described in Exhibit “A” attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30’) from the surface of the Premises is prohibited

(vi) throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on JUNE 17<sup>th</sup> ~~2016~~ 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.


6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.


*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: James P. Piede

SPOUSAL CONSENT:

By:   
Name: Edda Piede

TENANT:

Ball Hill Wind Energy, LLC,  
a Delaware limited liability company

By: RES America Developments Inc.,  
a Delaware corporation,  
its Manager

By: 

Name: PETER ROOD

Title: VICE PRESIDENT



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of June in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared James P. Piede, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

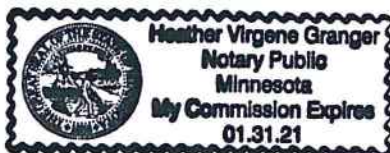
STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 9<sup>th</sup> day of June in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Edda Piede, 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.

Kristin M. McCarthy  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 17<sup>th</sup> day of JUNE in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared PETER ROOD, 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.



H. Granger  
Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

**THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 62, Town 5 and Range 10 of the Holland Land Company's survey and further bounded and described as follows: BEGINNING at a point in the centerline of Round Top Road (49.5 foot right of way), said centerline being also the easterly line of said Lot 62, said point of beginning located northerly, as measured along the centerline of Round Top Road and the easterly line of Lot 62, a distance of 1107.12 feet from the southeast corner of Lot 62; THENCE N88°-01'-21" W, 30.00 feet to a set rebar with cap; THENCE continuing along the same course N 88°-01'-21" W, 2383.43 feet to a set rebar with cap; THENCE N00°-25'-06" E, 135.18 feet to a set rebar with cap; THENCE N88°-35'-03" W, 1185.83 feet to a set rebar with cap; THENCE continuing along the same course N88°-35'-03" W, 30.00 feet to a point in the centerline of Zahm Road (49.5 feet right of way); THENCE N09°-54'-50" W, along the centerline of Zahm Road, 25.50 feet to a point at the southwesterly corner of lands of Jeremy Vetter, as described in a deed recorded in the Chautauqua County Clerk's office August 4, 1997, in Liber 2368 of Deeds at page 906; THENCE S88°-35'-03" E, along the southerly line of said Vetter, 32.20 feet to an existing iron stake; thence continuing along the same course S88°-35'-03"E, and still along the southerly line of Vetter 1188.20 feet to an existing iron stake; THENCE N00°-25'-06" E, along the easterly line of Vetter and further along the easterly line of lands conveyed by Gary A. Jock, Sr., and Sherry L. Jock to Jacqueline J. Jordan by deed dated November 13, 2000, and recorded in the Chautauqua County Clerk's office November 17, 2000, in Liber 2455 of Deeds at page 858, 907.69 feet to a set rebar with cap at the southwesterly corner of lands conveyed by Dallas G. and Ada Carol Zahm to Helmut and Ruth Garzek by deed dated January 13, 1987, and recorded in the Chautauqua County Clerk's office February 19, 1987, in Liber 2117 of Deeds at page 427; THENCE S88°-01'-25" E, along the southerly line of said Gatzek, 2396.16 feet to a set rebar with cap; THENCE continuing along the same course S88°-01'-25"E, and still along the southerly line of Gatzek, 30.00 feet to a point in the centerline of Round Top Road and the easterly line of Lot 62; THENCE S01°-06'-04"W, along the centerline of Round Top Road and the easterly line of Lot 62, 1067.66 feet to the point of beginning containing 60.00 acres of land to be the same more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016003258

Receipt#: 201606158848  
 Clerk: AH  
 Rec Date: 05/25/2016 10:17:49 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA

Party1: PRESS BRIAN  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENOVA

Recording:

Cover Page	5.00
Recording Fee	47.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 77.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 77.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016003773  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of April 18, 2016, by and between Brian Press and Renee Press ("**Landlord**") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited

(vi) throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on April 16 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Brian Press

Name: BRIAN PRESS

By: Renee L Press  
Renee Press

TENANT:

Ball Hill Wind Energy, LLC,  
a Delaware limited liability company

By: RES America Developments Inc.,  
a Delaware corporation,  
its Manager

By: 

Name: Peter Rood

Title: Regional Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 13<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Brian Press, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 13<sup>th</sup> day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Renee Press, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 18 day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, 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.

Melissa M. Pyka  
Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot 39 in Township 5 and Range 10 of the Holland Land Company's survey, and more particularly described as follows:

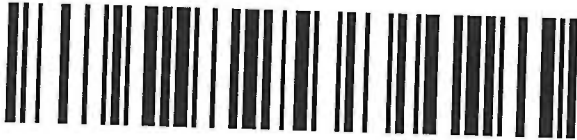
BEGINNING in the centerline of Prospect Road (Ball Hill Road) as now laid out and occupied at the intersection thereof with the northerly line of lands conveyed from Waligora to Gajewski by Deed recorded in Liber 1747 of Deeds at Page 162 in the office of the Chautauqua County Clerk, said point of beginning also being located 214.9 feet northwesterly along said centerline of Prospect Road from the intersection thereof with the southerly line of lands conveyed from Knapp to Knapp by deed recorded in Liber 268 of Deeds at Page 316 in the office of the Chautauqua County Clerk, and said southerly line of Knapp lands being located a record distance of 22 chains 41 links southerly from the north line of said Lot 39; thence continuing northwesterly along said centerline of Prospect Road a distance of 59.9 feet to a point; thence easterly at an interior angle of 65 degrees 28 minutes a distance of 450 feet through said Knapp lands to an iron pin, and passing through an iron pin located 40.3 feet easterly along the last described course from said centerline of Prospect Road; thence southerly at an interior angle of 90 degrees 00 minutes a distance of 250 feet through said Knapp lands to an iron pin in the southerly line thereof; thence westerly at an interior angle of 90 degrees 00 minutes a distance of 120.6 feet along said southerly line of Knapp lands to an existing iron pin at the southeasterly corner of said Gajewski lands; thence northwesterly at an interior angle of 99 degrees 52 minutes a distance of 220.2 feet along the easterly line of said Gajewski lands to an existing iron pin at the northeasterly corner thereof; thence westerly at an interior angle of 264 degrees 44 minutes a distance of 267.6 feet along said northerly line of Gajewski lands to the point or place of beginning, and containing 1.1 acres of land more or less, and being a parcel of land adjoining other lands of the second party.





CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015006562  
 Receipt#: 201506145520  
 Clerk: AH  
 Rec Date: 11/12/2015 10:02:26 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC  
 Party1: SARVER GLORIA  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENova

Recording:  
 Cover Page 5.00  
 Recording Fee 45.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00  
 Sub Total: 75.00  
 Transfer Tax  
 Transfer Tax 4.00  
 Sub Total: 4.00  
 Total: 79.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001443  
 Consideration: 650.00  
 Transfer Tax 4.00  
 Total: 4.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 13, 2015, by and between Gloria Sarver and Randall A. Ortel, ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. Term. The Development Term of the Lease is seven (7) years, commencing on <sup>October</sup> ~~September~~ 13 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Gloria Sarver  
Name: Gloria Sarver

By: Randall A. Ortel  
Name: Randall A. Ortel

TENANT:

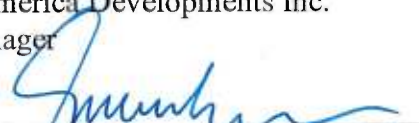
**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

Name:

Title:

  
M. EVANS  
PRESIDENT

ILLINOIS  
STATE OF ~~NEW YORK~~ )  
 )  
COUNTY OF ~~CHAUTAUQUA~~ )  
WINNEBAGO

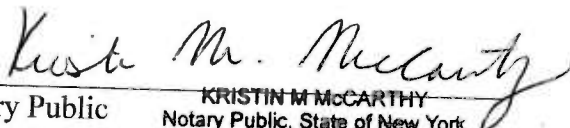
On the 25<sup>TH</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Gloria Sarver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )




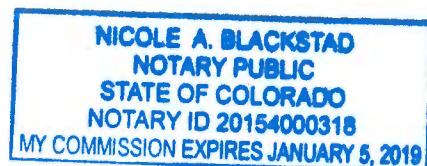
On the 19<sup>th</sup> day of September in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Randall A. Ortel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the 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.

  
\_\_\_\_\_  
Notary Public  
KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 13<sup>th</sup> day of ~~September~~ October in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

  
\_\_\_\_\_  
Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of lot no. 38 in the 5th township and 10th range of the Holland Land Company's Survey, bounded as follows: Commencing at the northwest corner of said lot; THENCE south on the west line of said lot, 14 chains 35 links; THENCE east parallel to the north line of said lot, 43 chains 65 links to the center of the highway; THENCE westerly along the center of said road, 18 chains to the north line of said lot; THENCE west along said line 31 chains 94 links to the place of beginning, Excepting and Reserving the land deeded and used as a school house lot, also the cemetery lot, also about 3/8 of an acre deeded to the Wesleyan Society, the premises hereby conveyed containing 53.94 acres of land be the same more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid, being part of the lot, township and range aforesaid, bounded as follows: Commencing at the northeast corner of said lot No. 38; THENCE south on the east line of said lot, 14 chains 35 links; THENCE west parallel to the north line of said lot, 16 chains 48 links to the center of the road; THENCE northwesterly along the center of said road, 18 chains to the north line of said lot THENCE east on said north line, 27 chains 37 links to the place of beginning, containing 31.33 acres of land be the same more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town, County and State aforesaid, being part of lot No. 46 in the said township and range, bounded as follows: South by lands owned or former owned by Nathaniel Warner, 41 rods; north by land owned or formerly owned by Albert Corbett, 41 rods; east by lot No. 38, 11 chains 73 links; and west by a line parallel to the east line of said lot at the distance of 41 rods therefrom, 11 chains 73 links, containing 12 acres and 4 rods of land, more or less.

Excepting and reserving the piece owned or formerly owned by George W. Ball and occupied for a Barn site and yard.

Subject to existing oil and gas leases, easements and rights-of-way of record.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016001536

Receipt#: 201606151235  
 Clerk: AH  
 Rec Date: 02/09/2016 11:44:15 AM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: SCHNEIDERMAN ROY  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

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

Sub Total: 75.00

Transfer Tax  
 Transfer Tax 4.00

Sub Total: 4.00

Total: 79.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002486  
 Consideration: 506.00

Transfer Tax 4.00

Total: 4.00

Record and Return To:

RES AMERICA INC  
 11101 W 120TH AVENUE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of November 24, 2015, by and between Roy Schneiderman ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically



through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

<sup>November 4</sup>  
~~September 24~~ **Term.** The Development Term of the Lease is seven (7) years, commencing on 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: 

Name: Roy Schneiderman

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

20

TENANT:


**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:

Name:

Title:

  
\_\_\_\_\_  
BRIAN EVANS  
\_\_\_\_\_  
PRESIDENT

20

STATE OF NEW YORK )  
                                          ) *ENE*  
COUNTY OF CHAUTAUQUA )

On the 5 day of ~~September~~ *October* in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Roy Schneiderman, 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.

*Lisa A. Cosby*  
\_\_\_\_\_  
Notary Public

**Lisa A. Cosby**  
**01CA6215608**  
Notary Public, State of New York  
Qualified in Erie County County  
My commission expires JANUARY 4th, 2018

STATE OF COLORADO )  
                                          )  
COUNTY OF BROOMFIELD )

On the 24<sup>TH</sup> day of ~~September~~ *November* in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

*Nicole A. Blackstad*  
\_\_\_\_\_  
Notary Public

**NICOLE A. BLACKSTAD**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154000318**  
**MY COMMISSION EXPIRES JANUARY 5, 2019**

*21*

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot No. 62, Township 5, Range 10 of the Holland Land Company's Survey and more particularly described as follows: BEGINNING in the center line of Zahm Road (West line of Lot 62), at a point located 693 feet southerly along said center line from the northwesterly corner of Lot 62; thence easterly at an angle of  $90^{\circ} 29'$  when measured in the northeasterly quadrant 502.9 feet to an iron pin, and passing through an iron pin located 24.75 feet easterly along the last described course from said center line; thence northerly parallel to the center line of Zahm Road 693 feet to an iron pin in the northerly line of Lot 62; thence easterly along the northerly line of Lot 62 a distance of 1792.9 feet to an iron pin; thence southwesterly at an angle of  $73^{\circ} 52'$  when measured in the southwesterly quadrant 399.2 feet to an iron pin; thence southerly at a deflection angle of  $10^{\circ} 13'$  to the left 336 feet to an iron pin; thence westerly at an angle of  $93^{\circ} 24'$  when measured in the northwesterly quadrant 187.4 feet to an iron pin; thence southerly at an angle of  $90^{\circ} 24'$  when measured in the southeasterly quadrant 108.7 feet to an iron pin; thence southwesterly at a deflection angle of  $45^{\circ} 55'$  to the right 431.4 feet to an iron pin; thence southwesterly at a deflection angle of  $33^{\circ} 02'$  to the left 212.3 feet to an iron pin; thence westerly at an angle of  $105^{\circ} 37'$  when measured in the northwesterly quadrant 1564 feet to a point in the center line of Zahm Road, and passing through an iron pin located 24.75 feet easterly along the last described course from said center line; thence northerly along the center line of Zahm Road 607.9 feet to the point or place of beginning.

24



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005376

Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:04 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: SCOTT HAROLD F  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENOVA

Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	10.00

Sub Total: 10.00

Total: 90.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016000584  
 Consideration: 2400.00

Transfer Tax	10.00
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Total: 10.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

RES North America Leasing, LLC
11101 W. 120th Ave., Suite 400
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of May 14, 2015, by and between Harold F. Scott and Linda L. Scott ("Landlord") and RES North America Leasing, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "Premises") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. Easements. The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. Setbacks. Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
(ii) Transmission Facilities (overhead lines and poles and buried lines): 100 feet;
(iii) Substations and Operations and Maintenance Buildings: 100 feet;
(iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on May 14 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.


5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

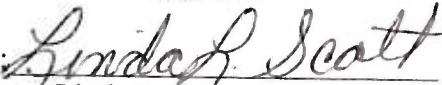
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Harold R. Scott

By:   
Name: Linda L. Scott

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By: 

Name: Brian Lewis

Title: PRESIDENT



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 2<sup>nd</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Harold F. Scott, 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.

Kristin M. McCarthy

Notary Public  
Kristin M. McCarthy  
Notary Public of New York State  
Erie County  
Commission Expires 2/2/2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 2<sup>nd</sup> day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Linda L. Scott, 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.

Kristin M. McCarthy

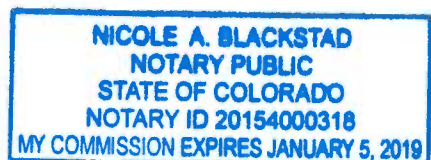
Notary Public  
Kristin M. McCarthy  
Notary Public of New York  
Erie County  
Commission Expires 2/2/2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 14 day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared MICHAEL EVANS, 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.

Nicole A. Blackstad

Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lots 39, 46, and 47 in Township 5 and Range 10 of the Holland Land Company's Survey, and more particularly described as follows: BEGINNING in the centerline of Pope Hill Road as now laid out and occupied at the intersection thereof with the south line of Lot 47, said point of beginning also being the southwest corner of lands firstly described in a deed from Wells to Morey recorded in Liber 150 of Deeds at Page 83 in the office of the Chautauqua County Clerk' thence easterly a distance of 1229.5 feet along the south line of Lot 47 to the intersection thereof with the westerly line of lands secondly described in said Wells to Morey deed, and passing through an existing iron pin located 44.5 feet easterly along the last described course from said centerline of Pope Hill Road; thence southerly at an interior angle of  $270^{\circ}-56'$  a distance of 754.7 feet along said westerly line of secondly described Wells to Morey lands to the southwest corner thereof; thence easterly at an interior angle of  $88^{\circ}-53'$  a distance of 1992 feet along the southerly line of said secondly described Wells to Morey lands to the southeasterly corner thereof; thence northerly at an interior angle of  $90^{\circ}-02'$  a distance of 748.7 feet along the easterly line of said secondly described Wells to Morey lands to a Holland Land Company lot corner; thence easterly at an interior angle of  $270^{\circ}-09'$  a distance of 1120 feet along the south line of Lot 39 to an existing iron pin at the southwest corner of lands conveyed to Lafayette Crowell by deed recorded in Liber 107 of Deeds at Page 185 in the office of the Chautauqua County Clerk' thence northerly at an interior angle of  $90^{\circ}-19'$  a distance of 983.4 feet along the westerly line of said Lafayette Crowell lands to an existing iron pin at the southwest corner of lands conveyed from Heald to Wright by deed recorded in Liber 280 of Deeds at Page 593 in the office of the Chautauqua County Clerk' thence northwesterly at an interior angle of  $156^{\circ}-19'$  a distance of 180.2 feet along the westerly line of said Heald to Wright lands to an iron pin at the northwesterly corner thereof;

thence northeasterly at an interior angle of  $273^{\circ}21'$  a distance of 256.8 feet along the northerly line of said Heald to Wright lands to a point in the centerline of Prospect Road as now laid out and occupied, and passing through an existing iron pin located 26 feet southwest along the last described course from said centerline of Prospect Road; thence northwesterly along said centerline of Prospect Road at an interior angle of  $82^{\circ}-13'$  to a chord a distance along said chord of 1399 feet to the northerly line of lands conveyed from Hamlin to Smith by deed recorded in Liber 145 of Deeds at Page 508 in the office of the Chautauqua County Clerk' thence westerly at an interior angle of  $117^{\circ}-28'$  from said last mentioned chord a distance of 1732.5 feet along said northerly line of Smith lands to an existing iron pin at the northwesterly corner thereof; thence southerly at an interior angle of  $90^{\circ}-11'$  a distance of 31.6 feet along the westerly line of said Smith lands to the intersection thereof with the northerly line of lands eighthly described in said Wells to Morey deed; thence westerly at an interior angle of  $269^{\circ}-49'$  a distance of 206.8 feet along said northerly line of eighthly described Wells to Morey lands to an existing iron pin at the intersection thereof with the northwesterly line of lands conveyed from Kuehn to Kazmierczak by deed dated August 17, 1962; thence southwesterly at an interior angle of  $145^{\circ}-50'$  a distance of 1763.3 feet along said northwesterly line of Kazmierczak lands to an existing iron pin at a deflection point therein; thence continuing southwesterly at an interior angle of  $179^{\circ}-05'$  a distance of 1229 feet along said northwesterly line of Kazmierczak lands to a point in said centerline of Pope Hill Road, and passing through an existing iron pin located 30.5 feet northeasterly along the last described course from said centerline of Pope Hill Road; thence southeasterly at an interior angle of  $88^{\circ}-23'$  a distance of 903 feet along said centerline of Pope Hill Road to the point or place of beginning, and containing 251.6 acres of land more or less.

SUBJECT to rights of others in Pope Hill Road and in Prospect Road.

SUBJECT to all matters referred

EXCEPTING AND RESERVING 2.7 acres owned by Brian P. Press and Renee L. Press more particularly described in that certain document recorded in Book 2687 Page 876 of the records of the Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of March 16, 2016, by and between John A. Swanson and Frieda E. Swanson, as husband and wife ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on March 16, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: John A Swanson  
Name: John A. Swanson

By: Frieda E Swanson  
Name: Frieda E. Swanson

TENANT:

**Ball Hill Wind Energy, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

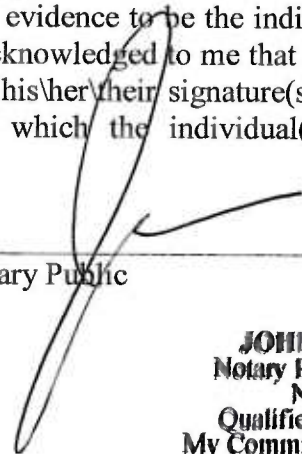
By: Brian Evans

Name: BRIAN EVANS

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

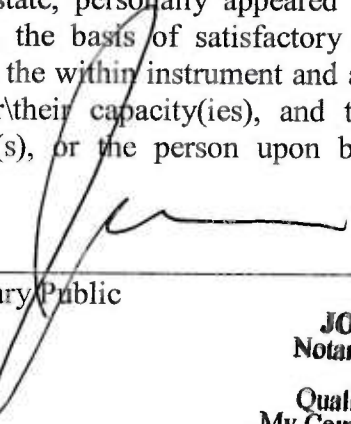
On the 16 day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared John A. Swanson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within instrument 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.

  
\_\_\_\_\_  
Notary Public

**JOHN P. GULLO II, ESQ.**  
Notary Public, State of New York  
No. 02GU5000162  
Qualified in Chautauqua County  
My Commission Exp. Sept. 21, 2018

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16 day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Frieda E. Swanson, 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.

  
\_\_\_\_\_  
Notary Public

**JOHN P. GULLO II, ESQ.**  
Notary Public, State of New York  
No. 02GU5000162  
Qualified in Chautauqua County  
My Commission Exp. Sept. 21, 2018

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 14<sup>th</sup> day of MARCH in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared BRIAN EVANS, 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.

  
\_\_\_\_\_  
Notary Public

**NICOLE A. BLACKSTAD**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

202078000

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, distinguished by being a part of lots number 40 and 48 in township number 5, in the 10th range of townships of the Holland Land Company's Survey, bounded as follows: Commencing in the center of the highway at a point where the south line of lands formerly owned by J.D. Ball cross the same; thence east along said line 22 chains and 17 links to the east line of Lot No. 48; thence north 8 chains and 59 links; thence east on Lot No. 40, 24 chains and 46 links; thence north 8 chains and 18 links; thence west on south line of lands owned by S.L. Hurlbert 24 chains and 46 links; thence continuing west on south line of lands now or formerly owned by E.J. Swift 49 chains to the center of the highway; thence southeasterly along the center of said highway 27 chains and 50 links to an angle; thence south 44 degrees east 4 chains and 30 links to the place of beginning, containing 78 acres more or less.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, distinguished as being a part of lot No. 48 and the lot lying west therefrom in the 5th town and 10th range of the Holland Land Company's Survey, and bounded as follows: Commencing at the northeast corner of said lot and on the south bounds of the town of Hanover, thence south on the east bounds of said lot to the north bounds of lands formerly owned by Jonathan Ball, deceased; thence west on a line parallel to the north bounds of said lot to the west bounds of said lot No. 48; thence north on the west bounds of said lot to the center of the highway leading from Forestville to Wrights Corners or Villenova; thence northwesterly along the center of said highway to the south line of the said town of Hanover, thence east on the said town line to the place of beginning, containing 103-1/2 acres of land be the same more or less.





CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015005375

Receipt#: 201506141073

Clerk: KAS

Rec Date: 09/08/2015 02:22:04 PM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 9

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: TROUTMAN DANIEL

Party2: RES NORTH AMERICA LEASING LLC

Town: VILLENova

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	6.00

Sub Total: 6.00

Total: 96.00

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

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

Transfer Tax #: TT2016000583

Consideration: 1360.00

Transfer Tax	6.00
--------------	------

Total: 6.00

Record and Return To:

RES AMERICAS INC  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of June 29, 2015, by and between Daniel Troutman and Paula Troutman ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on June 29, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Daniel Troutman

By:   
Name: Paula Troutman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By: 

Name: *Rob A. Noland*

Title: *Chief Strategy Officer*

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Daniel Troutman, 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.

*Kristin M. McCarthy*

Notary Public

*Kristin M. McCarthy*  
Notary of Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Paula Troutman, 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.

*Kristin M. McCarthy*

Notary Public

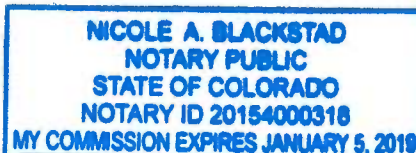
*Kristin M. McCarthy*  
Notary of Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 20<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, 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.

*Nicole A. Blackstad*

Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, being a part of Lot Number Thirty, Town Five, Range Ten of the Holland Land Company's Survey, bounded as follows: COMMENCING at a point eight chains, thirty-eight links (8.38) east from the northwest corner of said lot Thirty; thence south at right angles with the north line of said lot Twenty-three chains, seventy-five links (23.75) to a point; thence east parallel to the north line of said lot, fifty chains, ninety-three links (50.93) to the east line of said lot; thence north along the east line of said lot twenty-three chains, seventy-five links (23.75) to the northeast corner of said lot; thence west on the north line of said lot fifty chains, ninety-three links (50.93) to the place of beginning containing 122 acres more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND: situate in the Town of Villenova, County of Chautauqua, and State of New York, distinguished by being a part of Lot Number Thirty (30), in Township Five (5), Range Ten of the Holland Land Company's Survey, bounded as follows: COMMENCING at the west line of said lot at a distance of twenty-two chains, seventy-three links (22.73); south from the northwest corner of said lot; thence east sixteen chains, sixty links (16.60); thence south seven chains, twenty-seven links (7.27) thence east sixteen chains sixty links (16.60); thence north twenty chains, fifty-one links (20.51); thence east thirteen chains, eleven links (13.11); thence south fifteen chains, twenty-six links (15.26); thence east thirteen chains, eleven links (13.11) to the east line of said lot; thence south nineteen chains, six links (19.6); thence west twenty-six chains, twenty links (26.20); thence south one chain, thence west bounded by lands formerly owned by S. H. Ball, thirty-three chains, twenty links (33.20) to the west line of said lot; thence north twenty-two chains, thirty-two links (22.32) to the place of beginning, containing one hundred thirty acres of land more or less.

EXCEPTING AND RESERVING therefrom so much thereof as was heretofore deeded by W. P. Hamlin to Frank Hoffstetter and to William Grey, being the same premises deeded by Albert Hamlin and wife to Willard F. Hamlin by deed dated December 3, 1875 recorded in Chautauqua County Clerk's Office in Liber 146 of Deeds at page 187, March 30, 1876.

ALSO ALL THAT OTHER TRACE OR PARCEL OF LAND, situate in the Town, County and State aforesaid, being a part of Lot Number Thirty, Town Five, Range Ten of the Holland Land Company's survey bounded as follows: COMMENCING at a point in the south line of land formerly owned by DeForest J. Bartlett, sixteen chains, seventy-six links (16.76) east from the west line of said lot; thence south at right angles with said south line six chains twenty-seven links (6.27) to a stake; thence east parallel with the said south line sixteen chains, thirty-five links (16.35) to a stake; thence north six chains, twenty-seven links to the south line of said Bartlett's land; thence west along the south line of said Bartlett's land sixteen chains, thirty-five links (16.35) to the place of beginning, containing ten and 25/100 acres more or less.

ALSO ALL THAT OTHER TRACT OF LAND, situate in the Town, County and State aforesaid, being a part of said lot number thirty (30), bounded as follows: COMMENCING in the south line of said Bartlett's land where the east line of land formerly owned by J. H. Terry intersects the same thence south one chain, six links (1.6) to a stake; thence east parallel to the said south line thirteen chains, eleven links (13.11) to the east line of said lot; thence north along the east line of said lot one chain, six links (1.6) to a stake and stone; thence west thirteen chains, eleven links (13.11) to the place of beginning, containing one and 39/100 acres more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town, County, and State aforesaid, being a part of Lot Number thirty (30) Town 5, Range Ten of the Holland Land Company's survey, bounded as follows: COMMENCING at the southeast corner of land formerly owned by James H. Terry; thence west twenty-six chains, twenty links (26.20) thence south one chain, thence east twenty-six chains, twenty links (26.20); thence north one chain to the place of beginning, containing two and 3/4 acres more or less.

HEREBY intending to convey the same premises conveyed to the New York Joint Stock Land Bank of Rochester by deed from Glenn W. Woodin, Referee, dated June 24, 1933 and recorded in Chautauqua County Clerk's Office July 26, 1933, in Liber 602 of Deeds, at page 46.

EXCEPTING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of Lot No. 30, Township 5 and Range 10 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point in the north bounds of Lot No. 30 at a point which is 733 feet east of the northwest corner of Lot No. 30; thence south and parallel with the west line of Lot No. 30, 210 feet to a point; thence east and parallel with the north line of Lot No. 30, 420 feet to a point; thence north and parallel with the west line of Lot No. 30, to the north line of Lot No. 30; thence west and along the north line of Lot No. 30, 420 feet to the point or place of beginning, containing 2 acres more or less.

ALSO EXCEPTING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being part of Lot No. 30, Township 5 and Range 10 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at the intersection of the northeast boundary of County Highway No. 87 (commonly known as Prospect Road) and the southeasterly line of lands of Donald J. Ortel and Margaret Ortel, running thence southeasterly along the northeasterly line of County Highway No. 87, 200 feet to a point; thence northeasterly and parallel to the southeast line of lands of Donald J. Ortel and Margaret Ortel and 200 feet therefrom, 300 feet to a point; thence northwesterly at a 90 degree angle from the last described course 200 feet to the southeast boundary of lands of Ortel; thence southwesterly along the southeast boundary of lands of Ortel to County Highway No. 87 and the point or place of beginning.

Frances S. Griffith reserves to herself all rights and interests in existing oil and gas leases of record.

ALSO EXCEPTING ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, State of New York and being a part of Lot 30, Town 5 and Range 10 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point on the centerline of Prospect Road, said point being on the division line between the lands now or formerly owned by Frances S. Griffith described in Liber 1889 of deeds at Page 31 on the North and the lands now or formerly owned by Peter Burek described in Liber 730 of deeds at Page 115 on the south, said point also being 1108 feet northwesterly measured along said Prospect Road centerline from the southerly bounds of Lot 30, THENCE N 32-05-22 W along said Prospect Road centerline 380.74 feet to a point; THENCE N 34-19-14 W along said Prospect Road centerline 335.85 feet to a point; THENCE N 64-13-41 E through the said lands of Griffith 27.5 feet to an iron stake; THENCE continuing along the same line 391.77 feet to an iron stake; THENCE S 29-44-13 E through the said lands of Griffith 292.04 feet to an iron stake; THENCE S 88-58-28 W along the said lands of Burek 398.28 feet to an iron stake; THENCE continuing along the same line 30.20 feet to the point or place of beginning containing 7.210 acres according to a survey made by Donald R. Long, Land Surveyor dated May 2, 1989 and revised on August 21, 1991.

Subject to the terms and conditions of an Oil and Gas Lease dated September 9, 1981 and recorded in the Chautauqua County Clerk's Office in Liber 1918 of Deeds at Page 368 on December 29, 1981 and conveying to Michael D. Clarke and Lynn M. Clarke the right to receive royalties and free gas in accordance with such terms and conditions.

Reserving, nevertheless, to Frances S. Griffith the right to receive proportionately such royalties as may be allocated to the premises other than that conveyed herein.

ALSO EXCEPTING All That Tract or Parcel of Land situate in the Town of Villenova, County of Chautauqua, State of New York and being a part of Lot 30, Town 5, Range 10 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point on the existing centerline of Prospect Road, said point being Southeasterly 344.44 feet measured along said road centerline from the Westerly bounds of Lot-30; THENCE N 56-21-09 E along the lands now or formerly owned by Robert H. Troutman described in Liber 2160 of deeds at Page 50, 25.74 feet to an iron stake; THENCE continuing along the same line 300.00 feet to an iron stake; THENCE S 36-01-32 E through the lands of Emily Lodyga described in Liber 1285 of deeds at Page 257, 197.28 feet to an iron stake; THENCE S 56-21-15 W through the said lands of Lodyga, 274.89 feet to an iron stake; THENCE continuing along the same line 25.11 feet to a point on the said centerline of Prospect Road; THENCE N 43-24-51 W along the said road centerline 200.00 feet to the point or place of beginning containing 1.416 acres according to a survey made by Donald R. Long Land Surveyor dated June 9, 1989.



THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York being part of Lots No. 38 and 46 in the 5th Township and 10th Range of the Holland Land Company's Survey bounded and described as follows: Beginning at a point on the west line of Lot No. 38 which is 22 chains 58 links north from the southwest corner of said lot; thence north on said lot line 14 chains 23 links; thence west on a line parallel to the south line of Lot No. 46 to the center of a highway running through said lot No. 46; thence southeasterly along the center of said highway to a point which is 8 chains and 36 links north of the south line of said lot No. 46; thence east 9 chains on a line parallel to the south bounds of said lot to the east line of Lot No. 46; thence south along the east line of Lot No. 46 to the southeast corner thereof; thence east along the south line of Lot No. 38 to the southwest corner of lands conveyed by Elton E. Warner to Henry Warner on Jan. 3, 1942; which corner is 22 chains and 10 links west from the southeast corner of Lot No. 38; thence north on a line parallel to the east bounds of said lot, 18 chains 79 links to the northwest corner of lands of said Henry J. Warner as conveyed to him by Elton E. Warner; thence west along the north bounds of lands of said Elton E. Warner to the center of the highway running northeasterly and southwesterly through said lot No. 38; thence northeasterly along the center of said highway to a point which is opposite the extension of the southerly bounds of lands conveyed by Ralph W. Taylor and wife to Elton E. Warner and wife in 1917 by deed recorded in Liber 417 of Deeds at Page 48; thence west along said line to the place of beginning. Being the same premises owned by Elton Warner during his lifetime by deed dated April 21, 1913 from Judah Warner to said Elton Warner recorded on July 14, 1913 in Liber 375 of Deeds at page 256, deed dated March 7, 1908 from Merton L. Crowell and one to said Elton Warner recorded March 15, 1908 in Liber 341 of Deeds at Page 187, deed from Ralph W. Taylor and wife to Elton Warner dated May 9, 1917 and recorded May 11, 1917 in Liber 417 of Deeds at Page 48 and deed from Manley M. Crowell and wife to Elton Warner dated June 1, 1927, recorded July 24, 1928 in Liber 456 of Deeds at Page 117 excepting that part thereof lying on the westerly side of the highway running through said Lot No. 46.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York distinguished as being a part of Lot No. 38, Township 5 and Range 10 according to the Holland Land Company's survey and bounded as follows: Commencing on the south line of said lot, 22 chains 10 links west of the southeast corner thereof, and runs from thence north parallel to the east line of said lot, eighteen chains seventy-nine links; thence east parallel to the south line of said lot, 5 chains 32 and 2/10 links; thence south 18 chains 79 links to the south line of said lot; thence west 5 chains 32.2 links to the place of beginning, containing 10 acres, be the same more or less.

EXCEPTING AND RESERVING 4.2 acres owned by Robert N. Young and Justina M. Troutman more particularly described in that certain document recorded in Book 2013 Page 4915 of the records of the Chautauqua County Clerk



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016001533

Receipt#: 201606151235

Clerk: AH

Rec Date: 02/09/2016 11:44:15 AM

Doc Grp: D

Descrip: MEMO OF LEASE

Num Pgs: 7

Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: WATERMAN DAREN

Party2: BALL HILL WIND ENERGY LLC

Town: VILLENova

Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	8.00

Sub Total: 8.00

Total: 88.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016002483  
 Consideration: 1540.00

Transfer Tax	8.00
--------------	------

Total: 8.00

Record and Return To:

RES AMERICA INC  
 11101 W 120TH AVENUE SUITE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

**EXHIBIT D TO WIND ENERGY GROUND LEASE**

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of November 24, 2015, by and between Daren Waterman ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease**. For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements**. The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks**. Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred

and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on November 24 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

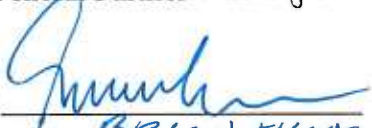
LANDLORD:

By: Daren Waterman  
Name: Daren Waterman

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ Manager

By:   
Name: BRIAN EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 2<sup>nd</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Daren Waterman, 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.

  
\_\_\_\_\_  
Notary Public **KRISTIN M MCCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 24<sup>th</sup> day of November in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

  
\_\_\_\_\_  
Notary Public

**NICOLE A. BLACKSTAD**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154000318**  
**MY COMMISSION EXPIRES JANUARY 5, 2019**

## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, known and distinguished as being part of lot No. 45 in the 5<sup>th</sup> Town and 10<sup>th</sup> Range according to The Holland Land Company's Survey and bounded as follows: viz: COMMENCING at a point in the center of the highway on the east line of said lot No. 45 at the southeast corner of land heretofore deeded by Avery Warner and wife to Elbert L. Warner; thence west along the south line of said Elbert L. Warner's south line to a certain corner of said Elbert L. Warner's land; thence south along the east line of said Elbert L. Warner's land, also south on the east line of land deeded by James Wickens and wife to Avery Warner, also south on the east line of land owned by Charles Wooley; thence east parallel with the north bounds of said described land to the east line of said lot in the center of the highway; thence north along the center of said highway and on the east line of said lot No. 45 to the place of beginning. The south line of the above described premises is to be far enough south from the north line of said described premises to contain 97 acres of land be the same more or less.

Also that other tract or parcel of land situate in the same County, town, lot range etc. as the above premises COMMENCING at the southwest corner of the above described premises on the east line of said Charles Wooley's land; thence south on the east line of said Wooley's land to the south line of said lot No. 45; thence east on the south line of said lot far enough to contain 36 acres of land; thence north to the south line of the first described premises, thence west on said south line to the place of beginning, containing 36 acres of land be the same more or less.

Also that other tract or parcel of land situate in the town of Villenova, County of Chautauqua and State of New York, described as follows: Being a part of lot No. 45 in the 5<sup>th</sup> town and 10<sup>th</sup> range of the Holland Land Company's land, bounded as follows: On the north by lands owned by E. L. Warner; on the east by lands deeded by Avery Warner to Leroy Warner; on the south by lands owned by Charles Wooley and on the west by land \_\_\_\_\_ Charles Wooley's and land of E. L. Warner containing 25 acres of land more or less and being the same premises deed by James Wickens to Avery Warner.

EXCEPTING AND RESERVING from the above described premises the following:

All that tract or parcel of land situate in the Town of Villenova, County of Chautauqua and State of New York and more particularly described as follows:

Beginning at the 24-inch diameter beech tree located 942.5 feet northerly from the south line of Lot 45 and 1388 feet westerly from the east line of Lot 45, said point of beginning also being located in the southerly line of lands secondly described in a deed from Crowell to Warner recorded in Liber 104 of Deeds at Page 353 in the Office of the Chautauqua County Clerk at the intersection thereof with the easterly line of lands conveyed from Crowell to Warner by deed recorded in Liber 128 of Deeds at Page 19 in the Office of the Chautauqua County Clerk; thence easterly a distance of 528.7 feet along said southerly line of Crowell to Warner lands to an iron pin; thence northwesterly at an interior angle of 64 degrees-24' a distance of 639.4 feet to an iron pin; thence southwesterly at an interior angle of 106 degrees-15' a distance of 107 feet to an iron pin; thence southwesterly at an interior angle of 114 degrees-

04' a distance of 578.2 feet to the point or place of beginning, and containing 4.1 acres of land more or less.

Together with a right of way for ingress and egress within a strip of land 17 feet wide with the following centerline and tangents thereto:

Beginning in the easterly line of premises above described at the point located 8.5 feet southeasterly along said easterly line of premises above described from the iron pin at the northeasterly corner thereof; thence northeasterly at an angle of 76 degrees-26' when measured in the southeasterly quadrant from said easterly line of lands above described a distance of 350 feet to a point; thence continuing northeasterly at a deflection angle of 11 degrees-00' to the left a distance of 290 feet to a point; thence continuing northeasterly at a deflection angle of 7 degrees-39' to the left a distance of 163 feet to a point; thence easterly at a deflection angle of 31 degrees-54' to the right a distance of 394 feet to a point in the Centerline of North Hill Road.





CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005374

Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:04 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: WESTLUND BENJAMIN P  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:

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

Sub Total: 80.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 84.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016000582  
 Consideration: 830.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of July 6, 2015, by and between Benjamin P. Westlund and Heather A. Westlund ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

*July 6* 4. **Term.** The Development Term of the Lease is seven (7) years, commencing on *June 6* 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

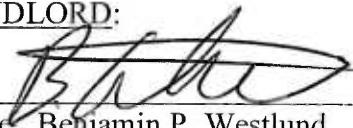
5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

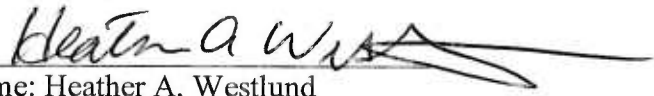
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Benjamin P. Westlund


By:   
Name: Heather A. Westlund

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ *Manager*

By:   
Name: BRIAN EVANS  
Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 13<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Benjamin P. Westlund, 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.

Kristin M. McCarthy

Notary Public

Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 13<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Heather A. Westlund, 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.

Kristin M. McCarthy

Notary Public

Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 6<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

Nicole A. Blackstad

Notary Public

NICOLE A. BLACKSTAD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154000318  
MY COMMISSION EXPIRES JANUARY 5, 2019

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York being part of Lot 32, Township 5 and Range 10 of the Holland Land Company Survey and more particularly described as follows:

**COMMENCING** at a point at the intersection of the easterly line of said Lot No. 32 and the centerline of Dye Road (a.k.a. Hurlbert Road); thence North 50 degrees 12 minutes 19 seconds West along the said centerline of Dye Road, a distance of 133.74 feet to a point; thence continuing along the said centerline North 53 degrees 31 minutes 19 seconds West, a distance of 156.61 feet to a point at the northwesterly corner of lands heretofore owned by Alfred M. Irish and Helen Irish, said point being at the principle point or place of beginning of the parcel of land hereinafter described; thence South 00 degrees 25 minutes 00 seconds West along the westerly line of lands heretofore owned by Alfred M. Irish and Helen Irish, a distance of 40.21 feet to a found rebar; thence continuing along the same line South 00 degrees 25 minutes 00 seconds West, a distance of 1,866.81 feet to a rebar in the southerly line of lands conveyed by Lianda S. Merritt to Ira S. Merritt by deed dated November 23, 1865; thence South 89 degrees 16 minutes 49 seconds West, along the said southerly line of lands conveyed to Ira S. Merritt, a distance of 829.42 feet to a rebar; thence South 00 degrees 25 minutes 00 seconds West, a distance of 1,082.58 feet to a rebar in the southerly line of said Lot No. 32; said rebar being South 89 degrees 48 minutes 21 seconds West, a distance of 1,059.3 feet from the southeasterly corner of said Lot No. 32; thence South 89 degrees 48 minutes 21 seconds West along the said southerly line of Lot No. 32, a distance of 526.10 to a rebar at the southwest corner of lands heretofore conveyed by J.W. Merritt to Ira S. Merritt by deed dated November 15, 1855; thence North 00 degrees 27 minutes 50 seconds East along the westerly line of lands conveyed by J.W. Merritt to Ira S. Merritt, as aforesaid, a distance of 3,872.00 feet to a rebar; thence continuing along the same line North 00 degrees 27 minutes 50 seconds East, a distance of 33.00 feet to a point in the centerline of Dye Road and at the southwest corner of lands conveyed by George P. Vento to Lisa Czechowski by deed recorded in the Chautauqua County Clerk's Office on December 7, 2001 in Liber 2482 of Deeds at Page 557; thence South 62 degrees 02 minutes 19 seconds East along the said centerline of Dye Road, a distance of 498.00 feet to a point; thence continuing along the said centerline South 53 degrees 31 minutes 19 seconds East, a distance of 1,126.39 feet to the point or place of beginning, containing 87.54 acres.

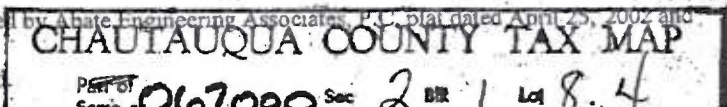
**SUBJECT TO** the rights of the public to the use of the southwesterly half of Dye Road.

**ALSO SUBJECT TO** all rights of way, easements, leases, agreements or restrictions of record as they may apply.

**EXCEPTING AND RESERVING TO GRANTOR** all rights pursuant to the following oil and gas leases: Oil and Gas Lease given by Lawrence Russell Vento and Dorothy Elizabeth Vento, his Wife, to Murphy Oil Company dated May 3, 1974 and recorded May 15, 1974 in Liber 1500 of Deeds at page 220; assigned to Columbia Gas Trans. Corp. by Liber 1508 of Deeds at page 131; assigned to Flint Oil and Gas in Liber 1662 of Deeds at page 79; assigned to National Fuel Gas by Liber 1823 of Deeds at page 462; assigned to Empire Exploration by Liber 1984 of Deeds at page 523 and subject to a Pooling Agreement recorded in Liber 1992 of Deeds at page 146 and Oil and Gas lease granted by George P. Vento, Sr. to Envirogas, Inc. dated May 5, 1983 and recorded May 9, 1983 in Liber 1968 of Deeds at page 84

Being part of the same premises conveyed by Charles Dubert and Elizabeth Dubert to Lawrence Vento and Dorothy Vento by Warranty Deed dated June 1, 1946 and recorded in the Chautauqua County Clerk's Office on August 9, 1946 in Liber 749 of Deeds at Page 562.

According to a survey and plat prepared by Abate Engineering Associates, P.C. plat dated April 25, 2002 and designated as Job No. 5-02-4A/02389  
Subject to rights of others in Dye Road



EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York being part of Lot 32, Township 5 and Range 10 of the Holland Land Company Survey and more particularly described as follows:

BEGINNING in the centerline of Dye Road (49.5 feet wide) as now laid out and occupied at the northwesterly corner of lands conveyed from Dubert to Irish by contract dated May 25, 1946; thence southerly a distance of 722 feet along the westerly line of said Dubert to Irish lands to an iron pin, and passing through an iron pin located 40.8 feet southerly along the last described course from said centerline of Dye Road; thence westerly at an interior angle of  $90^{\circ} 00'$  a distance of 241.6 feet to an iron pin; thence northerly at an interior angle of  $90^{\circ} 00'$  a distance of 900 feet to a point in said centerline of Dye Road, and passing through an iron pin located 40.8 feet southerly along the last described course from said centerline of Dye Road; thence southeasterly a distance of 300 feet along said centerline of Dye Road to the point or place of beginning, and containing 4.5 acres of land more or less.

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ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York being part of Lot 32, Town 5 and Range 10 of the Holland Land Company Survey and more particularly described as follows: BEGINNING in the centerline of Dye Road (formerly Hurlbert Road) as now laid out and occupied at the point located 1587.3 feet northwesterly along said centerline of Dye Road from the intersection thereof with the east line of Lot 32; thence continuing northwesterly along said centerline of Dye Road a distance of 293 feet to a point in the westerly line of lands conveyed from Dubert to Vento by deed recorded in Liber 749 of Deeds at Page 562 in the Office of the Chautauqua County Clerk; thence northerly at an interior angle of 118 degrees 14' a distance of 267.6 feet along said west line of Vento lands to an iron pin in the north line of said Lot 32, and passing through an iron pin located 28 feet northerly along the last described course from said centerline of Dye Road; thence easterly at an interior angle of 90 degrees 35' a distance of 258.2 feet along said north line of Lot 32 to an iron pin; thence southerly at an interior angle of 89 degrees 25' a distance of 408.8 feet through said Vento lands to the point or place of beginning, and passing through an iron pin located 28 feet northerly along the last described course from said centerline of Dye Road and containing 2 acres of land more or less.

Subject to rights of others in Dye Road.

Intending to convey the same premises conveyed to the Grantor by Vento at Liber 2482 at Page 557 and also being known as Section 2, Block 1, Lot 8.3 on the Chautauqua County Tax Map and further being the northwest corner of the Vento lands on the north side of Dye Road in the Town of Villenova and bordered on the east by the lands of Vento Jr. as described in a deed recorded in Liber 2482 at Page 554.



CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2016002425

Receipt#: 201606155333  
Clerk: AH  
Rec Date: 04/07/2016 01:41:08 PM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 7  
Rec'd Frm: RES AMERICA

Party1: WOLFE EVERETT  
Party2: BALL HILL WIND ENERGY LLC  
Town: VILLENOVA

Recording:

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

Sub Total: 80.00

Transfer Tax  
Transfer Tax 10.00

Sub Total: 10.00

Total: 90.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016003142  
Consideration: 2145.00

Transfer Tax 10.00

Total: 10.00

Record and Return To:

RES AMERICAS INC  
11101 W 120TH AVE SUITE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk



MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of March 4, 2016, by and between Everett and Bryce Wolfe ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines): 100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on March 4, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

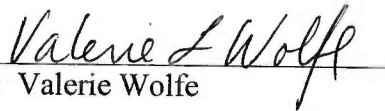
IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By:   
Name: Everett Wolfe

By:   
Name: Bryce Wolfe


SPOUSAL CONSENT:

By:   
Name: Valerie Wolfe

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments Inc.  
a Delaware corporation  
Its Manager

By:   
Name: BRIAN EVANS  
Title: PRESIDENT

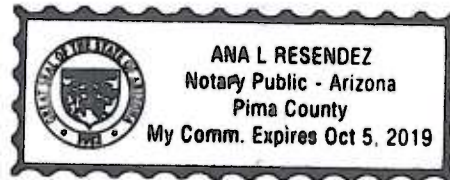
STATE OF ARIZONA )  
 )  
COUNTY OF PIMA )

On the 4 day of MARCH in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Bryce Wolfe, 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.



\_\_\_\_\_  
Notary Public

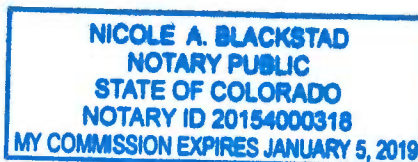
STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )



On the 29th day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.



\_\_\_\_\_  
Notary Public



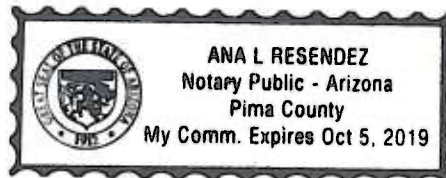
STATE OF ARIZONA )  
 )  
COUNTY OF PIMA )

On the 4 day of MARCH in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Everett Wolfe, 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.



\_\_\_\_\_  
Notary Public

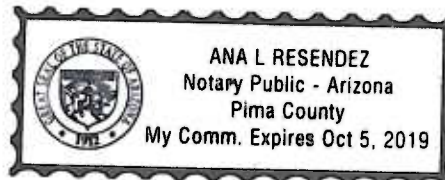
STATE OF ARIZONA )  
 )  
COUNTY OF PIMA )



On the 4 day of MARCH in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Valerie Wolfe, 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.



\_\_\_\_\_  
Notary Public



**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York, and bounded as follows, to wit: Commencing at the northwest corner of lot No. 28 in said town; thence south ~~on~~ the west line of said lot No. 28, 59 chains 43 links to the southwest corner of said lot No. 28; thence east along the south line of said lot No. 28, 16 chains and 62 links to lands now owned or formerly owned by Mark Markham; thence north along said Markham's west line 59 chains and 43 links; thence west along the north side of lot No. 28, 17 chains and 16 links to the place of beginning, containing 100 acres, be the same more or less, always excepting and reserving a right of way of a certain mill race on said premises given by David Crowell to Jeremiah Warner.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua, and State of New York, being a part of lot twenty-eight of township number five, of the tenth range, of the Holland Land Company's Survey. Bounded as follows: Commencing at the south-west corner of said lot and running from thence north along the west line of said lot, twelve chains eighty-two links (12-82) to the center of the highway; thence easterly along the center of said highway, sixteen chains eighty links (16-80) to lands now owned by Warren Markham. Thence south along said Markham's west line, eleven chains, sixty-six links (11-66), to the south line of said lot, thence west along the said lot line, sixteen chains, sixty-two links (16-62) to the place of beginning, containing twenty and forty-four one hundredths acres of land be the same more or less.

EXCEPTING AND RESERVING from the above described premises that parcel conveyed to the Town of Villenova by deed dated April 29, 1953 and recorded in the Chautauqua County Clerk's Office in Liber 1959 at page 15 on May 14, 1953.

---

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the town, county and state aforesaid, known as being a part of Lots 29 and 37 and described as follows: COMMENCING at the southeast corner of lands owned in October, 1898 by Marshall Smith, thence east on the line of lots one hundred and twenty rod to lands formerly owned by Peter Sharp, thence north along said Sharp west line 120 rods to land owned by said Sharp, thence west along said Sharp south line to lands of said Marshall Smith, one hundred and twenty rods, thence south along said Smith's east line 120 rods to the place of beginning, containing ninety-one acres of land, be the same more or less.

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CHAUTAUQUA COUNTY – STATE OF NEW YORK

LARRY BARMORE, COUNTY CLERK

1 North Erie St, PO Box 170

Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

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



INSTRUMENT #: DE2015005373

Receipt#: 201506141073  
Clerk: KAS  
Rec Date: 09/08/2015 02:22:04 PM  
Doc Grp: D  
Descrip: MEMO OF LEASE  
Num Pgs: 7  
Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: YASKOW CARL  
Party2: RES NORTH AMERICA LEASING LLC  
Town: VILLENova

Recording:

Cover Page 5.00  
Recording Fee 52.00  
Cultural Ed 14.25  
Records Management - Coun 1.00  
Records Management - Stat 4.75  
TP584 5.00

Sub Total: 82.00

Transfer Tax  
Transfer Tax 0.00

Sub Total: 0.00

Total: 82.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT2016000581  
Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICAS INC  
11101 W 120TH AVE STE 400  
BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of July 10, 2015, by and between Carl Yaskow ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically



through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on July 30, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

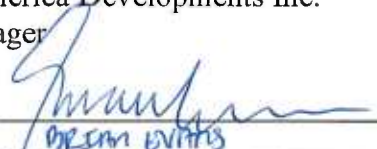
By: Carl Yaskow  
Name: Carl Yaskow

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By:   
Name: DREAN EVITT  
Title: President

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Carl Yaskow, 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.

Krista M. McCarthy  
Notary Public  
Krista M. McCarthy  
Notary Public State of New York  
Eric County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 30<sup>TH</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Wynn Evans, 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.

Wynn C. B.  
Notary Public

**NICOLE A. BLACKSTAD**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20154000318**  
**MY COMMISSION EXPIRES JANUARY 5, 2019**

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Carl Yaskow, 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.

Kristin M. McCarthy  
Notary Public Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Maun Evans, 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.

Nicole A. Blackstad  
Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York; being part of Lot No. 61, Town 5 and Range 10 of the Holland Land Company's Survey; and being more particularly bounded and described as follows:

BEGNNING at a point on the easterly boundary of said Lot No. 61, which is also the centerline of Round Top Road, said point being 339.46 feet distant southerly from a point at the northeasterly corner of said Lot No. 61, said point being at the southeasterly corner of lands heretofore conveyed by Abijah H. Wooley to Ann S. Wooley to William Barmore as described in a Warranty Deed dated April 7, 1853 and recorded in the Chautauqua County Clerk's Office on July 21, 1856 in Liber 73 of Deeds at page 309; thence southerly along said easterly boundary of Lot No. 61, a distance 495.88 feet to a point; thence westerly at an interior angle of 92 degrees 32 minutes, a distance 265.0 feet to a found iron pin and passing through a set iron pin located 30.0 feet distant westerly measured along the last described course from said easterly boundary of Lot No. 61; thence northerly at an interior angle of 86 degrees 59 minutes 121.0 feet to a found iron pin; thence northwesterly at an exterior angel of 100 degree 13 minutes, a distance of 986.40 feet to a found iron pin; thence northerly at an interior angle of 102 degrees 25 minutes, a distance of 204.0 feet to a found iron pin on the southerly line of said lands conveyed to Barmore; thence easterly at an interior angle of 88 degrees 16 minutes along said southerly line of Barmore, a distance of 1,239.08 feet to the point or place of beginning and passing through a set iron pin located 30.0 feet distant westerly measured along the last described course from said easterly line of Lot No. 61. Containing 9.62 acres, more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005367

Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:03 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: CONGDON RODNEY B  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:

Cover Page	5.00
Recording Fee	52.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 82.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 82.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016000575  
 Consideration: 500.00

Total: 0.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

## MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

---

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of July 30, 2015, by and between Rodney B. Congdon and James Congdon ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on July 30, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Rodney B Congdon  
Name: Rodney B. Congdon

SPOUSAL CONSENT:

By: [Signature]  
Name: \_\_\_\_\_

LANDLORD:

By: [Signature]  
Name: James Congdon

SPOUSAL CONSENT:

By: \_\_\_\_\_  
Name: \_\_\_\_\_



TENANT:

**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: 

Name: FRANK EVANS

Title: PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Rodney B. Congdon, 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

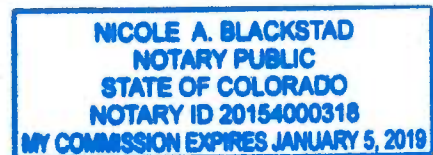
On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Marilyn Congdon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.

Nicole A. Blackstad  
Notary Public



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 20<sup>th</sup> day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared James Congdon, 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public State of New York  
Eric County  
Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the \_\_\_ day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the \_\_\_ day of July in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

✓ ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, and further known as part of Lot No. 44, Township 5, Range 10 according to the Holland Land Company's Survey. Bounded as follows: - Commencing at a point on the south line of said Lot 44, at a distance of eighteen chains, and eighty-two links east from the south-west corner of said Lot. Thence east nine chains and fifty links; thence north thirty-three chains and fifty-five links. Thence east three chains and eighty-eight links. Thence north thirteen chains and fifty-six links. Thence west thirteen chains and thirty-eight links. Thence south parallel to the west line of said Lot No. 44, forty-seven chains, and eleven links, to the place of beginning, containing fifty acres of land, be the same more or less.



CHAUTAUQUE COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015006288

Receipt#: 201506144597  
 Clerk: TP  
 Rec Date: 10/27/2015 03:52:14 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 8  
 Rec'd Frm: RES AMERICA

Party1: GAJEWSKI MICHAEL C  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENova

Recording:

Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 85.00

Transfer Tax	
Transfer Tax	8.00

Sub Total: 8.00

Total: 93.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016001247  
 Consideration: 1925.00

Transfer Tax	8.00
--------------	------

Total: 8.00

Record and Return To:

RES AMERICA DEVELOPMENTS  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauque County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauque County Clerk

7  
Vil

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of August 21, 2015, by and between Michael C. Gajewski ("**Landlord**") and RES North America Leasing, LLC, a Delaware limited liability company ("**Tenant**").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "**Premises**") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.

(v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on August 21, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: 

Name: Michael C. Gajewski

SPOUSAL CONSENT:

By: 

Name: Catherine Gajewski

TENANT:

**RES North America Leasing, LLC**  
a Delaware limited liability company

By: RES America Developments Inc.  
its Manager

By: 

Name: BRIAN EVANS

Title: PRESIDENT



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Michael C. Gajewski, 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.



Notary Public

**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 16<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Catherine Gajewski, 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.



Notary Public

**KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 27<sup>th</sup> day of August in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Brian Evans, 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.



Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**  
**LEGAL DESCRIPTION OF PREMISES**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua, and State of New York and being part of Lot Number 47 in said Fifth Township and Tenth Range, bounded as follows: Commencing at a point in the north line of said Lot 47, at the distance of 16 chains 73 links west from the northeast corner of the same which is the place of beginning; thence south 11 chains 34 links to a stake; thence south 88 degrees 45 minutes west 13 chains 10 links to a stake; thence north 11 chains 62 links to a stake; thence east 13 chains 10 links to the place of beginning, containing fifteen acres more or less.

**ALSO ALL THAT OTHER TRACT OF LAND**, situate in the Town of Villenova aforesaid being part of Lot 48, bounded as follows: Commencing in the center of the highway leading from Forestville to Wrights Corners in Villenova, at a point in said highway where the south bounds of said lot crosses said highway; thence running west on the south line of said lot, adjoining the land formerly owned by William Knapp 13 chains 25 links; thence north 50 links thence east on a line parallel with the south bounds of said lot 13 chains 25 links to the center of said highway; thence south along the center of said highway 50 links to the place of beginning, containing 160 rods of land more or less.

**ALSO ALL THAT OTHER TRACT OF LAND**, situate in the Town of Villenova aforesaid distinguished by being a part of Lot Number 47 in Town 5 Range Ten of the Holland Land Company's Survey, bounded as follows: Commencing on the north bounds of said lot at the northwest corner of a piece of land deeded to Charles Alnat by H.G. Pope and wife; thence west on said north line (bounds) 8 chains 60 links; thence south parallel to the west bounds of said lot 11 chains 81 links; thence east parallel to said north bounds 8 chains 61 links to lands formerly owned by said Alnat; thence north of said Alnat's line 11 chains 62 links to the place of beginning, containing ten acres of land more or less.

**ALSO ALL THAT OTHER TRACT OF LAND**, situate in the Town of Villenova, County of Chautauqua, and State of New York, being part of Lot Number 47 in the Fifth Town and Tenth Range of the Holland Land Company's Survey, bounded east by land owned March 26, 1868, by William Knapp, 11 chains 88 links, south by land owned March 26, 1868, by Solomon Putney, 19 chains 45 links, west by a line parallel with the east line of said land hereby conveyed, at the distance of 19 chains 45 links therefrom or far enough to contain 23 acres, on the north by land owned March 26, 1868, by Daniel Bell, Jr. and land of Horatio Pope, containing 23 acres of land being the east end of land conveyed by Enos Warner and wife to Judson Gage by Deed dated February 17, 1868. The foregoing described premises being the same premises conveyed March 26, 1868 by Judson Gage and wife to Charles B. Gage, by Warranty Deed. Subject to all oil and gas leases.

**SUBJECT** also to the easement granted herein to the New York State Electric and Gas Corporation, recorded in Liber 665 of Deeds, page 435 in the Chautauqua County Clerk's Office. Containing in all of the above parcels about 49 acres of land more or less.

**ALSO ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua, and State of New York, and further described as follows; namely: As being the northeast part of Lot 47 and the north part of Lot 39 in the Fifth (5<sup>th</sup>) Town and Tenth (10<sup>th</sup>) Range of townships and bounded as follows, viz:

**BEGINNING** on the north line of said Lot No. 47, at the distance of 16 chains 73 links west from the northeast corner thereof, running east on said north line and the north line of Lot No. 39, 66 chains and 95 links to a stake; thence south on a line parallel with the east line of said Lot No. 39, 22 chains 41 links; thence west on a line

...iel with the north bounds of said Lot No. 39, 66 chains and 95 links; thence north on a line parallel with the east bounds, 22 chains 41 links to the place of beginning. Containing 150 acres of land, more or less.

The above premises are sold and conveyed subject to all easements and rights of way, if any, affecting them.

EXCEPTING AND RESERVING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, and being part of Lot No. 39, in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company Survey, bounded as follows: Beginning at the point of intersection of the centerline tangent of Ball Hill Road as now laid out and occupied with the southerly line of lands now or formerly owned by Walter R. Waligora, which southerly line is located 22 chains 41 links southerly by rectangular measurement from and parallel to the northerly line of Lot 39; thence northwesterly along the centerline of Ball Hill Road, 214.9 feet to a point; thence northeasterly at an angle of 70 degrees 04' when measured in the easterly quadrant, 267.6 feet to an iron pin, and passing through an iron pin located 30.5 feet northeasterly along the last described course from the centerline of Ball Hill Road; thence southeasterly at an angle of 95 degrees 16' when measured in the southerly quadrant, 220.2 feet to an iron pin in the southerly line of lands now or formerly owned by Walter R. Waligora, thence westerly along said southerly line, 215.2 feet to the point of place of beginning, and passing through an iron pin located 38.5 feet easterly along the last described course from the point of beginning. Intending to be the same land deeded to Michael and Bonnie Gajewski recorded in Liber 1747 of Deeds at page 162.

ALSO EXCEPTING AND RESERVING, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua, and State of New York, and being part of Lot No. 39 in the 5<sup>th</sup> Township and 10<sup>th</sup> Range of the Holland Land Company Survey, bounded as follows: Beginning at the point of intersection of the centerline tangent of Ball Hill Road as now laid out and occupied with the southerly line of lands now or formerly owned by Walter R. Waligora, said southerly line being located 22 chains 41 links southerly by rectangular measurement from and parallel to the northerly line of Lot 39; thence northwesterly along the centerline of Ball Hill Road, 214.9 feet to a point; thence westerly at an angle of 111 degrees 14' when measured in the southwesterly quadrant 205 feet to an iron pin; and passing through an iron pin located 27.65 feet westerly along the last described course from the centerline of Ball Hill Road; thence southerly at an angle of 84 degrees 28' when measured in the southeasterly quadrant 185.9 feet to an iron pin in the southerly line of lands now or formerly owned by Walter R. Waligora; thence easterly along said southerly line 265.3 feet to the point or place of beginning, and passing through an iron pin located 23.1 feet westerly along the last described course from the point of beginning. Intending to be the same parcel as conveyed to Michael and Deborah Baker by Deed recorded in Liber 1747 of Deeds at page 160.

EXCEPTING AND RESERVING Approximately 7 acres owned by Brian Press and Renee Press more particularly described in that certain document recorded in Book 2014 Page 1761 the records of the Chautauqua County Clerk

All that Tract or Parcel of Land, situate in the Town of Villenova, County of Chautauqua and State of New York and being part of Lot No. 39, in the 5<sup>th</sup> Township and Tenth Range of the Holland Land Company's Survey, bounded as follows:

**BEGINNING** at the point of intersection of the centerline tangent of Ball Hill Road as now laid out and occupied with the southerly line of lands of first party, which southerly line is located 22 chains and 41 links southerly by rectangular measurement from and parallel to the northerly line of Lot 39; thence northwesterly along the centerline of Ball Hill Road, 214.9 feet to a point; thence northeasterly at an angle of  $70^{\circ} 04'$  when measured in the easterly quadrant, 267.6 feet to an iron pin, and passing through an iron pin located 30.5 feet northeasterly along the last described course from the centerline of Ball Hill Road; thence southeasterly at an angle of  $95^{\circ} 16'$  when measured in the southerly quadrant, 220.2 feet to an iron pin in the southerly line of lands of first party; thence westerly along said southerly line 215.2 feet to the point or place of beginning, and passing through an iron pin located 38.5 feet easterly along the last described course from the point of beginning.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2016003010  
 Receipt#: 201606157881  
 Clerk: AH  
 Rec Date: 05/12/2016 12:47:39 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 7  
 Rec'd Frm: RES AMERICA  
 Party1: NAGEL ARTHUR F  
 Party2: BALL HILL WIND ENERGY LLC  
 Town: VILLENOVA

Recording:	
Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>80.00</u>
Transfer Tax	
Transfer Tax	8.00
Sub Total:	<u>8.00</u>
Total:	<u>88.00</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #:	TT2016003586
Consideration:	1540.00
Transfer Tax	8.00
Total:	<u>8.00</u>

Record and Return To:

RES AMERICAS INC  
 330 SECOND AVE S  
 SUITE 820  
 MINNEAPOLIS MN 55401

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

**MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of March 18, 2016, by and between Arthur F. Nagel and Elaine L. Nagel, as husband and wife, ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for

a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on March 18, 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Arthur F. Nagel  
Name: Arthur F. Nagel

By: Elaine L. Nagel  
Name: Elaine L. Nagel

TENANT:

Ball Hill Wind Energy, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its Manager

By: Peter Rood  
Name: Peter Rood  
Title: Regional Vice President



STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 15<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Arthur F. Nagel, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 15<sup>th</sup> day of February in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Elaine L. Nagel, 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.

Kristin M. McCarthy  
Notary Public

KRISTIN M MCCARTHY  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

Minnesota  
STATE OF ~~COLORADO~~ )  
Landford Hennepin  
COUNTY OF ~~BROOMFIELD~~ )

On the 18 day of March in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Peter Rood, 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.



Melissa M. Pyka  
Notary Public

**EXHIBIT A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF PREMISES**

*Description of TAX PARCEL 152.00-2-18 containing approximately 153.89 acres*

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Villenova, County of Chautauqua and State of New York lying and being in the Town of Villenova in the County and State aforesaid distinguished as being part of Lot Twenty-one in said Town in the Fifth Town and Tenth Range of Township according to the Holland Land Company's Survey and bounded as follows, viz: Beginning at the northeast corner of the land now owned by Ledgerd Dye and running west along said Dye's north line, forty-four chains sixty-three links; thence on this west bounds of land hereby conveyed eleven chains and twenty links or far enough to contain fifty acres of land; thence east on a line parallel to the south bounds of the land hereby conveyed forty-four chains sixty-three links; thence south on a line parallel with the west bounds of the land conveyed eleven chains and twenty links or far enough to contain fifty acres of land to the place of beginning containing fifty acres of land neither more nor less and being the south part of a certain piece of land containing one hundred and twenty six and one-half acres conveyed to David G. Abbot by Andrew J. Dye by deed bearing date January 26, 1858.

**ALSO, ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town, County and State aforesaid being a part of Lot No. 21, Township 5, and Range 10 according to the Holland Land Company's Survey bounded as follows: Beginning at the southwest corner of land heretofore owned by H. Nobles; thence east along the south line of said Noble's land to the west line of Lot No. 13; thence south on the west line of said Lot No. 13 to a point in the west line of Lot No. 13 so that a line from such point running west parallel with and of the same length as Noble's south line and a line running north from the west end of said parallel line to the place of beginning together with the top lines first above mentioned with around sixty acres of land and this indenture is intended to convey the north half of the above described premises.

**ALSO ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town, County and State aforesaid and described as follows, viz: Being part of Lot No. 21, Township 5 and Range 10 according to the Holland Land Company's Survey and bounded as follows: Beginning at the southwest corner of land formerly owned by H. Nobles; thence east along the south line of said Noble's land to the west line of Lot No. 13; thence south on the west line of said Lot No. 13 to a point in said west line far enough south of the point of intersection of said first mentioned line and said west line of Lot No. 13 so that a line from such point running west parallel with and of the same length of said Noble's south line and a line running north from the west end of said parallel line to the place of beginning, together with the two lines first above mentioned will bound sixty acres of land. This indenture is intended to convey the south half of the above described premises to be divided by a line running through the center parallel to the north bounds of said premises and running east and west through said premises.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York being part of Lot 21, Town 5 and Range 10 of the Holland Land Company's survey and further bounded and described as follows:  
BEGINNING at a set rebar with cap in the easterly line of Lot 21, said set rebar with cap and point of beginning located N 01°-03'-57" W, 1,108.37 feet from a set rebar with cap at the southeast corner of Lot 21; said point of beginning being also the southwesterly corner of lands conveyed by Helen B. Newcomb by Marine Midland Bank, as Guardian of the property of Helen B. Newcomb, to Bruce Duane Newcomb by deed dated July 8, 1996 and recorded in the Chautauqua County Clerk's office August 2, 1996, in Liber 2352 of Deeds at page 112;  
thence S 88°-52'-42" W, 1,082.03 feet to a set rebar with cap;  
thence continuing along the same course S 88°-52'-42" W, 24.75 feet to a point in the centerline of Dye Road;  
thence S 04°-04'-32" E along the centerline of Dye Road, 82.54 feet to a point;  
thence S 04°-22'-10" E and still along the centerline of Dye Road, 77.15 feet to a point;  
thence S 88°-45'-19" W, 24.75 feet to a set rebar with cap;  
thence continuing along the same course S 88°-45'-19" W, 1,822.84 feet to a set rebar with cap in the easterly line of lands conveyed by Leo Stelmach, also known as Leo Stelmack, to Robert Malvestuto by deed dated July 23, 1992 and recorded in the Chautauqua County Clerk's office July 28, 1992, in Liber 2277 of Deeds at page 578;  
thence N 01°-03'-57" W along the easterly line of said Malvestuto, 715.65 feet to a set rebar with cap at the southwesterly corner of lands conveyed by Allen Tatchell and Mary Tatchell to Arthur F. Nagel and Elaine L. Nagel by deed dated April 12, 1973 and recorded in the Chautauqua County Clerk's office May 8, 1973, in Liber 1451 of Deeds at page 366;  
thence N 88°-45'-19" E along the southerly line of said Arthur R. Nagel and Elaine L. Nagel, 1,784.01 feet to a set rebar with cap;  
thence continuing along the same course N 88°-45'-19" E and still along the southerly line of said Arthur R. Nagel and Elaine L. Nagel, 24.75 feet to a point in the centerline of Dye Road;  
thence continuing along the same course N 88°-45'-19" E and still along the southerly line of Arthur R. and Elaine L. Nagel, 24.75 feet to a set rebar with cap;  
thence continuing along the same course N 88°-45'-19" E and still along the southerly line of Arthur R. and Elaine L. Nagel, 1,112.08 feet to a set rebar with cap in the easterly line of Lot 21;  
thence S 01°-03'-57" E along the easterly line of Lot 21, 558.55 feet to the point of beginning containing 44.3870 acres of land to be the same more or less.

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Hill Wind Energy, LLC  
Attn: Legal Department  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

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(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of JUNE 17, 2016, by and between John M. Harvey and June Harvey ("*Landlord*") and Ball Hill Wind Energy, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited

throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on JUNE 17 2016, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the exHarvey provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

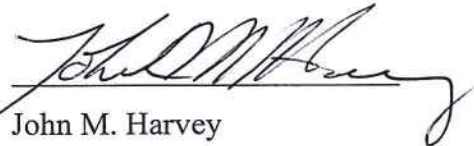
6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

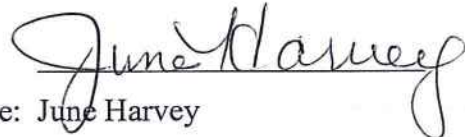
7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:


By:   
Name: John M. Harvey

By:   
Name: June Harvey

TENANT:


Ball Hill Wind Energy, LLC,  
a Delaware limited liability company

By: RES America Developments Inc.,  
a Delaware corporation,  
its Manager

By:   
Name: PETER ROOD  
Title: VICE PRESIDENT

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 13<sup>th</sup> day of June in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared John M. Harvey, 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.

  
\_\_\_\_\_  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

On the 13<sup>th</sup> day of June in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared June Harvey, 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.

  
\_\_\_\_\_  
Notary Public **KRISTIN M McCARTHY**  
Notary Public, State of New York  
No. 01MC6318749  
Qualified in Erie County  
My Commission Expires 2-2-2019

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )

On the 17<sup>th</sup> day of JUNE in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared PETER ROOD, 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.



  
\_\_\_\_\_  
Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

**LEGAL DESCRIPTION OF PREMISES**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Villenova, County of Chautauqua and State of New York being part of Lot 22, Town 5 and Range 10 of the Holland Land Company's survey and further bounded and described as follows:  
BEGINNING at a point in the centerline of Dye Road (49.5' right of way), said point located south  $02^{\circ}-11'-52''$  W as measured along the centerline of Dye Road, a distance of 1,167.05 feet from the intersection of the centerline of Dye Road with the centerline of Bartlett Hill Road (49.5' right of way), said point of beginning being in the southerly line of lands conveyed by Donald V. Crowell, also known as Donald C. Crowell, to Howard Crowell by deed dated May 19, 1973 and recorded in the Chautauqua County Clerk's office May 22, 1973, in Liber 1452 of Deeds at page 343; thence N  $88^{\circ}-20'-31''$  E along the southerly line of said Crowell, 30.00 feet to a set rebar with cap;  
thence continuing along the same course N  $88^{\circ}-20'-31''$  E and still along the southerly line of Crowell, 1,854.86 feet to a set rebar with cap in the east line of Lot 22;  
thence S  $01^{\circ}-03'-57''$  E along the east line of Lot 22, 904.23 feet to a set rebar with cap;  
thence S  $88^{\circ}-06'-05''$  W, 1,766.87 feet to a set rebar with cap;  
thence continuing along the same course S  $88^{\circ}-06'-05''$  W, 28.90 feet to a point in the centerline of Dye Road;  
thence N  $16^{\circ}-36'-03''$  W along the centerline of Dye Road, 28.86 feet to a point;  
thence N  $13^{\circ}-25'-29''$  W and still along the centerline of Dye Road, 213.94 feet to a point being the northeasterly corner of lands conveyed by Arthur W. Nagel and Frances M. Nagel to John M. Harvey and June M. Nagel by deed dated April 12, 1976 and recorded in the Chautauqua County Clerk's office May 12, 1976, in Liber 1620 of Deeds at page 240;  
thence S  $88^{\circ}-06'-05''$  W along the northerly line of said John M. Harvey and June M. Nagel, 31.05 feet to an existing iron stake;  
thence continuing along the same course S  $88^{\circ}-06'-05''$  W and still along the northerly line of Harvey and Nagel, 373.95 feet to a set rebar with cap;  
thence S  $14^{\circ}-49'-55''$  E along the westerly line of Harvey and Nagel, 215.08 feet to an existing iron stake;  
thence S  $88^{\circ}-06'-05''$  W, 742.78 feet to a set rebar with cap;  
thence S  $01^{\circ}-03'-57''$  E, 314.49 feet to a set rebar with cap in the southerly line of said Lot 22, said set rebar with cap being at the northeasterly corner of lands conveyed by Leo Stelmach, also known as Leo Stelmack, to Robert Malvestuto by deed dated

1003 10:24:46 AM 163791



July 23, 1992 and recorded in the Chautauqua County Clerk's office July 28, 1992, in Liber 2277 of Deeds at page 578; thence S 88°-35'-57" W along the southerly line of Lot 22 and northerly line of said Malvestuto, 1,102.95 feet to a set rebar with cap at the southwest corner of Lot 22; thence N 00°-27'-08" W along the westerly line of Lot 22, 1,216.38 feet to a point in a 24" Beech tree at the southwesterly corner of aforementioned Crowell; thence N 88°-58'-42" E along the southerly line of Crowell, 1,617.64 feet to an existing iron stake at the northwesterly corner of lands conveyed by Glen L. Dunkleman and Nancy A. Dunkleman to Glen H. Travis and Carol J. Travis by deed dated April 13, 1999 and recorded in the Chautauqua County Clerk's office May 10, 1999, in Liber 2412 of Deeds at page 659; thence S 01°-18'-56" W along the westerly line of said Travis, 300.00 feet to an existing iron stake; thence N 88°-20'-31" E along the southerly line of Travis, 128.17 feet to a set rebar with cap; thence S 01°-18'-56" W, 213.57 feet to a set rebar with cap; thence N 88°-20'-31" E, 398.25 feet to a set rebar with cap; thence continuing along the same course N 88°-20'-31" E, 28.38 feet to a point in the centerline of Dye Road; thence N 13°-25'-29" W along the centerline of Dye Road, 85.54 feet to a point; thence N 01°-19'-59" E and still along the centerline of Dye Road, 129.72 feet to a point; thence N 01°-19'-41" E and still along the centerline of Dye Road, 300.00 feet to the point of beginning containing 83.7812 acres of land to be the same more or less.



CHAUTAUQUA COUNTY – STATE OF NEW YORK  
 LARRY BARMORE, COUNTY CLERK  
 1 North Erie St, PO Box 170  
 Mayville, New York 14757

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



INSTRUMENT #: DE2015005370

Receipt#: 201506141073  
 Clerk: KAS  
 Rec Date: 09/08/2015 02:22:03 PM  
 Doc Grp: D  
 Descrip: MEMO OF LEASE  
 Num Pgs: 6  
 Rec'd Frm: RES AMERICA DEVELOPMENTS INC

Party1: HEBNER ELENOR  
 Party2: RES NORTH AMERICA LEASING LLC  
 Town: VILLENOVA

Recording:

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

Sub Total: 75.00

Transfer Tax	
Transfer Tax	4.00

Sub Total: 4.00

Total: 79.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: TT2016000578  
 Consideration: 770.00

Transfer Tax	4.00
--------------	------

Total: 4.00

Record and Return To:

RES AMERICAS INC  
 11101 W 120TH AVE STE 400  
 BROOMFIELD CO 80021

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore  
 Chautauqua County Clerk

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

RES North America Leasing, LLC  
11101 W. 120th Ave., Suite 400  
Broomfield, Colorado 80021

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of June 29, 2015, by and between Elenor Hebner ("*Landlord*") and RES North America Leasing, LLC, a Delaware limited liability company ("*Tenant*").

1. **Lease.** For the term and upon the provisions set forth in that Wind Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Chautauqua, State of New York, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements.** The Lease also includes Access, Operations and Transmission Easements and waivers of any setbacks, noise or shadow flicker standards, requirements or restrictions.

3. **Setbacks.** Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Premises any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

- (i) Turbines and Meteorological Towers: 500 feet;
- (ii) Transmission Facilities (overhead lines and poles and buried lines):  
100 feet;
- (iii) Substations and Operations and Maintenance Buildings: 100 feet;  
and
- (iv) Roads: 50 feet.
- (v) Following construction of the Turbine(s), any obstruction to the free flow of the wind above thirty feet (30') from the surface of the Premises is prohibited throughout the entire area of the Premises, which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Turbine is located at any time and for a distance from each Turbine to the boundaries of the Premises, together vertically

through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Turbine to each point and on and along such line to the opposite exterior boundary of the Premises.

4. **Term.** The Development Term of the Lease is seven (7) years, commencing on June 24, 2015, which Tenant has the option to extend for one (1) additional period of two (2) year(s) each (and possibly a longer period to complete construction of Windpower Facilities as set forth in the Lease). After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for three (3) additional periods of ten (10) year(s) each.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

By: Elenor Hebner  
Name: Elenor Hebner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RES North America Leasing, LLC  
a Delaware limited liability company

By: RES America Developments, Inc.  
a Delaware corporation  
Its ~~General Partner~~ <sup>Manager</sup>

By: 

Name: Ron A. Morano

Title: CHIEF STRATEGY OFFICER

STATE OF NEW YORK )  
 )  
COUNTY OF CHAUTAUQUA )

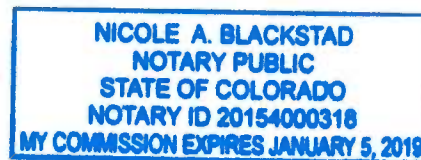
On the 17<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Elenor Hebner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is\are subscribed to the within 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.

Kristin M. McCarthy  
Notary Public  
Kristin M. McCarthy  
Notary Public of State of New York  
Erie County  
Commission Expires 2-2-2019

STATE OF COLORADO )  
 )  
COUNTY OF BROOMFIELD )

On the 29<sup>th</sup> day of June in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Rob Morgan, 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.

Nicole A. Blackstad  
Notary Public



## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION OF PREMISES

THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of lot No. 55 in the 5th township and 10th range of the Holland Land Company's Survey, bounded and described as follows: COMMENCING in the center of the highway at the post southeastern corner of lands described in a deed from Stanley Grabowski to Bennie Grabowski recorded in liber 776 of deeds at page 276; thence west on the south bounds of said Grabowski lands to a point which is 29.75 chains easterly from the west bounds of said lot No. 55 measured along the boundary of said Grabowski lands; thence south along the easterly line of lands described in a deed from the First National Bank of Forestville, New York, to Raymond D. Smith & 1 recorded in liber 620 of deeds at page 638, 16.81 chains to an interior corner described in said deed; thence east along the north boundary of said Smith lands described in said deed, 21.28 chains to a point in the center of a highway, said point being 8.49 chains west of the easterly boundary of said lot No. 55 measured on a continuation easterly of the last described course; thence north 36° westerly along the center of said highway to the point or place of beginning, containing 28 acres be the same more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York, being a part of lot No. 55, township 5, range 10 of the Holland Land Company's Survey bounded and described as follows: COMMENCING on the south line of said lot at the southeast corner of land described in deed from Mary Wasmund to William H. Nelson & 1 recorded in liber 564 of deeds at page 459; thence north along said Nelson's easterly line 17 chains 90 links to a stake; thence east parallel to the south line of said lot, 14 chains 56 links to the east line of said lot; thence south on said east line of the lot, 17 chains 90 links to the southeast corner of said lot No. 55; thence west on the south line of said lot, 14 chains 56 links to the place of beginning, containing 26 and 6/100 of an acre more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Villenova, County of Chautauqua and State of New York being a part of lot No. 55 in the 5th township and 10th range of the Holland Land Company's Survey, bounded and described as follows: COMMENCING at a stake in the southwest corner of land formerly owned by Solomon Putney, now owned by Philip and Margaret Hebner; thence east along said Hebner's south line 21 chains and 28 links to the center of the highway; thence south 36° east, 10 chains 63 links; thence west on the north line of the first described parcel of land and the north line of the lands described in the aforesaid deed from Wasmund to Nelson in liber 564 of deeds at page 459, 27 chains 58 links parallel to the north line of lot No. 55; thence north 8 chains and 40 links to the place of beginning, containing 20 and 55/100 of an acre of land, be the same more or less.

Intending to describe premises referred to in deed from the First National Bank of Forestville, New York, to Raymond D. Smith & 1 recorded in liber 620 of deeds at page 638 in the exception in said deed reserving from the operation thereof, the premises as were sold and conveyed by Clifford E. Willis to Edson Ecker, being approximately 47 acres.