

**When recorded return to:**  
Orin Shakerdge  
NextEra Energy Resources, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408  
(561) 694-4678

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***THIS SPACE FOR RECORDER'S USE ONLY***

**MEMORANDUM OF SOLAR LEASE AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AGREEMENT ("**Memorandum**"), is dated this \_\_\_\_ day of \_\_\_\_\_, 2020 ("**Effective Date**"), by and between The City of Laramie, a municipal corporation ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

WHEREAS, the Parties entered into a Solar Lease Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Albany County, Wyoming, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional two (2) years ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement

date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between the Parties leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end thirty (30) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of ten (10) years each.

5. **Sun Non-Obstruction Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property. Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement.

6. **Effects Easement.** The Agreement between the Parties grants to Operator an non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

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

*[Signatures on Next Pages]*

EXECUTED on the date set forth below.

**Owner:**

The City of Laramie,  
a municipal corporation

By: \_\_\_\_\_  
Janine Jordan, City Manager

**ACKNOWLEDGEMENT**

STATE OF WYOMING            )  
                                          ) ss.  
COUNTY OF ALBANY         )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019 by Janine Jordan, City Manager of The City of Laramie, a municipal corporation.

(Seal, if any)

\_\_\_\_\_  
Signature of notarial officer

\_\_\_\_\_  
Title of notarial officer

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



**EXHIBIT A**

**Legal Description of Owner's Property**

**Township 15 North, Range 74 West of the 6<sup>th</sup> P.M., Albany County, Wyoming**

Section 24: Lots 5, 6, 7, and 8, W2

Section 23: E2 south of a tract of land described as follows:

Beginning at the ¼ Section corner between sections 23 and 25, Township 15 North, Range 74 West; thence North along the East boundary of said Section 23 a distance of 720 feet to a point where the south boundary line of the right of way of the Laramie Valley Railway Company intersects the east boundary line of said Section 23, thence south 51°20' West along the South boundary line on right of way South 70 feet to a point; thence S 10°11' E, 212 feet thence S 33°49' W, a distance of 183 feet; thence east along the boundary line between the NE4 and SE4 of said Section 23 to the place of beginning

Section 25: All excluding the irrigation pivot

Section 26: E2 excluding the irrigation pivot

Section 35: E2, E2NW4

Section 36: Lots 5, 6, 7, and 8

**Township 15 North, Range 73 West of the 6<sup>th</sup> P.M., Albany County, Wyoming**

Section 30: W2, SE4 west of Sand Creek Road

Section 31: All west of Sand Creek Road

QLA: 6475