

**Aurora R. Valenti**  
**TOMPKINS COUNTY CLERK**

**Instrument Number**  
\*547494-002\*

320 North Tioga Street  
Ithaca, NY 14850  
(607) 274-5431  
Fax: (607) 274-5445

No. of Pages: 12  
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ENFIELD ENERGY

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Parties To Transaction: RANCICH & ENFIELD ENERGY

**Deed Information**

**Mortgage Information**

Consideration:

Mortgage Amount:

Transfer Tax:

Basic Mtge. Tax:

RETT No:

Special Mtge. Tax:

County Transfer Tax:

Additional Mtge. Tax:

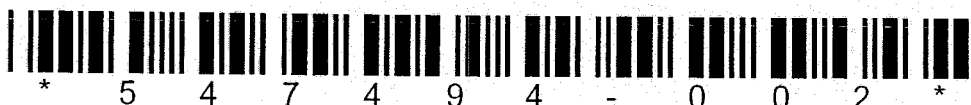
State of New York  
Tompkins County Clerk

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

*Aurora R. Valenti*

Tompkins County Clerk



**MEMORANDUM OF OPTION AGREEMENT AND  
LEASE AND EASEMENT AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT AND LEASE AND EASEMENT AGREEMENT (this "Memorandum and Easement Agreement") is made upon the date of the first acknowledgement of this Agreement, and is effective on Aug 28, 2009 as made by and between John Rancich with an address of P.O. Box 547, Ithaca, NY 14867 ("Owner") and Enfield Energy, LLC, a New York limited liability company, with an address of PO Box 547, Ithaca, New York, 14851 ("Company").

**RECITALS**

A. Owner is the holder of fee simple title to the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property"). Company is the developer of the wind-powered electricity generation facility commonly known as the Black Oak Wind Farm (the "Project").

B. Owner and Company have entered into an Option Agreement and Lease and Easement Agreement (the "Agreement") with an effective date of Aug 28, 2009 (the "Effective Date"), pursuant to which Owner has granted to Company (i) an exclusive option to lease the Property for development of the Project, and (ii) an exclusive Wind Development Easement on the Easement Property (as defined below) for Wind Energy Purposes (as defined below).

C. Owner and Company want to set forth certain terms and provisions of the Agreement in this Memorandum of Option Agreement and Lease and Easement Agreement for recording purposes.

**NOW, THEREFORE**, for and in consideration of the rents and covenants reserved in the Agreement and the covenants and conditions set forth in the Agreement, Owner and Company hereby covenant, promise and agree as follows:

1. Definitions. Capitalized terms used in this Memorandum and Easement Agreement and not otherwise defined shall have the meanings given them in the Agreement. Certain specific definitions used in this Memorandum and Easement Agreement and in the Agreement include the following:

- (a) "Wind Easement Property" means the real estate described on Exhibit A and is the property which will be subject to the Wind Development Easement. In addition, the Wind Development Easement affects all vertical space located above the surface of the Wind Easement Property, at all elevations.

- (b) "Wind Energy Purposes" means the exclusive right to convert wind energy resources into electrical energy, collecting and transmitting the electrical energy so converted through the construction and operation of Windpower Facilities.
- (c) "Wind Turbine Generators" means towers, nacelles, blades and associated parts used to generate electricity from wind.
- (d) "Windpower Facilities" means Wind Turbine Generators, Cables, electric transformers, energy storage facilities, telecommunications equipment, substations, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences, meteorological towers and wind measurement equipment, and other facilities and equipment associated with or operated in conjunction with large wind turbine installations.

2. Option to Lease. Pursuant to the Agreement, Owner grants to Company an exclusive option to lease the Property.

- (a) Term of Option. The Option Period shall commence on the Effective Date and shall continue for up to five (5) years from the Effective Date, as provided in the Agreement.
- (b) Exercise of Option. Company may exercise its right to lease the Property by giving written notice to Owner at any time prior to the termination of the Option Period.
- (c) Option Payment. Payment for the Option to lease shall be made as provided for in the Agreement.
- (d) Rights during Option Period
  - (i) Access to Property. Company shall have the right to enter the Property for purposes of installing and maintaining meteorological measuring equipment and conducting such other tests, studies, inspections, surveys, and soil or other analysis as Company deems advisable or necessary. Owner shall cooperate with Company in such efforts and make available to Company for inspection, copies of all field tiling surveys, plans and other such records of Owner only as such information relates directly to the proposed Windpower Facilities.
  - (ii) Rights Reserved to Owner. Owner expressly reserves the right to use the Property for purposes that do not and will not interfere with Company's rights to use the Property for Wind Energy Purposes.

3. Lease. If Company exercises its Option to lease the Property, Owner shall lease the Property to Company. Pursuant to the Agreement, Company has the exclusive right to use the Property for Wind Energy Purposes.

- (a) Term of Lease. The Lease shall commence on the date Company gives notice of its exercise of the option, or on such other date as Company may specify in such notice (the "Lease Commencement Date"). The term of the Lease shall be thirty (30) years from the Lease Commencement Date, subject to Company's option to extend the term of the Lease for up to two (2) additional twenty (20) year periods, as provided in the Agreement.
- (b) Rent. The rent due and payable from Company to Owner for the Lease shall be in the amounts specified in, and shall be payable pursuant to the terms and provisions of, the Agreement.

4. Wind Development Easement.

- (a) Grant. Owner agrees to grant to Company an exclusive Wind Development Easement on and over the Wind Easement Property. Owner agrees that this is and will be the only Wind Development Easement on and over the Wind Easement Property for the duration of the easement. The grant of the Wind Development Easement shall also constitute a waiver of any setback requirement, whether such setback is required from a property line, residence or any other structure as would otherwise be required by any applicable law, ordinance or regulation. Owner also agrees that Company may install Windpower Facilities on adjacent land to the Property at a closer distance to the Property than the setbacks that would otherwise be required under any applicable law, ordinance or regulation.
- (b) Limitations on Use of Wind Easement Property. As of the Effective Date, Owner may not, without the prior written approval of Company, (i) place or plant any trees or (ii) place or build any structures or improvements higher than forty feet on the Wind Easement Property after the Effective Date which may, in Company's sole judgment, impede or interfere with the flow of wind to any Site or Windpower Facilities (including Windpower Facilities within the Project but located on adjacent land). Structures and improvements located on the Wind Easement Property as of the Effective Date shall be allowed to remain, insofar as they do not interfere with Company's rights hereunder. Owner may not place or build any new structures, improvements or excavations closer than 20 feet to Company's Cables, roads or fences or closer than 100 feet to any other Windpower Facilities.
- (c) Rights Reserved to Owner. Owner expressly reserves the right to use the Wind Easement Property for purposes of ranching, hunting, recreation, conservation, and farming that do not and will not interfere with the Windpower Facilities.

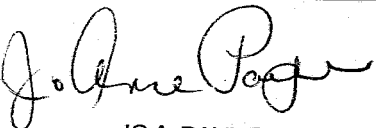
- (d) Consideration for Easement. Company shall pay Owner One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner.
- (e) Duration of Easement. The term of the Wind Development Easement shall begin on the Effective Date and shall terminate on the first to occur of the following:
- a. the date that Company delivers written notice to Owner that Company is terminating the Wind Development Easement; or
  - b. the last day of the Lease Term; or
  - c. if Company does not exercise the Option within the Option Period in accordance with the Agreement.
- (f) Successors and Assigns. The Wind Development Easement shall burden the Wind Easement Property and shall run with the land. The Wind Development Easement shall inure to the benefit of and be binding upon Owner and Company and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**IN WITNESS WHEREOF**, Owner and Company have executed this Memorandum and Easement Agreement as of the date first written above.

**OWNER:**

Signature \_\_\_\_\_

Printed Name John Rancich

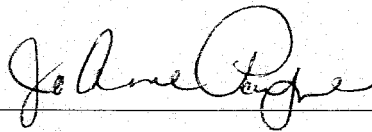


JO A. PAYNE  
Notary Public, State of New York  
No. 01PA5082292  
Qualified in Tompkins County  
Commission Expires July 21, 2013

ACKNOWLEDGMENT OF OWNER

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF TOMPKINS )

On the 28 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared John Rancich, 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 they executed the same in their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.



JOA. PAYNE  
Notary Public, State of New York  
No. 01PA5082292  
Qualified in Tompkins County  
Commission Expires July 21, 2013

Notary Public

COMPANY: Enfield Energy, LLC

Signature 

Printed Name John Rancich

Title President

ACKNOWLEDGMENT OF COMPANY

STATE OF NEW YORK )

) ss.:

COUNTY OF TOMPKINS )

On the 28 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared John Rancich, 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 they executed the same in their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.



JOA. PAYNE Notary Public  
Notary Public, State of New York  
No. 01PA5082292  
Qualified in Tompkins County  
Commission Expires July 21, 2013

## EXHIBIT A

Attached to and made a part of that certain Memorandum of Option Agreement and Lease and Easement Agreement dated August 25, 2009 between \_\_\_\_\_  
John Rancich Owner, and Enfield Energy, LLC, a limited liability company

### DESCRIPTION OF PROPERTY

#### PARCEL I: (018.-2-1.21, 39.2 ACRES)

All that tract or parcel of land situate in the Town of Enfield, County of Tompkins and State of New York, being part of Military Lot #73 more particularly bounded and described as follows: Beginning at a point in the center line of Black Oak Road, said point being 1349.67 feet, more or less, southerly along said center line from the intersection of the center line of Black Oak Road with the center line of Connecticut Hill Road, said point being the southwest corner of premises now or formerly of Hoffman (Liber 860 Deeds, page 188);

THENCE running south  $10^{\circ}32'45''$  west, along the center line of Black Oak Road, a distance of 105.04 feet to a point;

THENCE running south  $11^{\circ}06'49''$  west, along the center line of Black Oak Road, a distance of 277.22 feet to a point;

THENCE running south  $10^{\circ}43'43''$  west, along said center line of Black Oak Road, a distance of 299.46 feet to a point;

THENCE running south  $76^{\circ}19'18''$  east, passing through an iron pin at 25.04 feet, for a total distance of 234.37 feet to a point marked by a rod with cap;

THENCE running south  $10^{\circ}27'50''$  west, passing through a rod with cap at 234.35 feet, for a total distance of 420.00 feet to a point marked by a rod with cap;

THENCE running south  $76^{\circ}19'18''$  east, passing through a rod with cap at 201.29 feet, for a total distance of 420.00 feet to a point marked by a rod with cap;

THENCE running north  $10^{\circ}27'50''$  east a distance of 57.00 feet to a point;

THENCE running south  $76^{\circ}19'18''$  east a distance of 120.00 feet to a point;

THENCE running south  $10^{\circ}27'50''$  west a distance of 387.00 feet to a point marked by a rod with cap;



THENCE running south  $76^{\circ}56'24''$  east a distance of 616.25 feet to a point marked by an iron rod;

THENCE running south  $09^{\circ}55'36''$  west a distance of 31.78 feet to a point marked by an iron pipe;

THENCE running south  $76^{\circ}51'35''$  east a distance of 170.22 feet to a point marked by an iron pipe

THENCE running south  $03^{\circ}33'01''$  west, passing through an iron rod at 638.55 feet, for a total distance of 662.25 feet to a point in the center line of Griffin Road;

THENCE running south  $79^{\circ}20'30''$  east, along the center line of Griffin Road, a distance of 128.39 feet to a point;

THENCE running north  $09^{\circ}02'16''$  east, passing through an iron rod at 24.2 feet, for a total distance of 77.98 feet to a point marked by an iron rod;

THENCE running north  $79^{\circ}20'30''$  west a distance of 81.00 feet to a point marked by an iron rod;

THENCE running north  $10^{\circ}54'48''$  east a distance of 606.61 feet to a point marked by an iron rod;

THENCE running north  $78^{\circ}13'56''$  west a distance of 274.04 feet to a point marked by an iron rod;

THENCE running north  $09^{\circ}50'02''$  east 1480.23 feet to a point;

THENCE running north  $79^{\circ}27'15''$  west, passing through rods with cap at 764.88 feet (said point being the southeast corner of said Hoffman premises) and 1369.88 feet, for a total distance of 1394.88 feet to a point in the center line of Black Oak Road, being the point and place of beginning.

Excepting and reserving from the above described premises all that tract or parcel of land conveyed by Hilda D. Amberge to Samuel Quinn Eddy and Danny H. Hickey by deed dated August 18, 1995 and recorded in the Tompkins County Clerk's Office on August 21, 1995 in Liber 756 of Deeds at page 122.

Being the same premises conveyed to John Rancich from Michael G. Amberge by Warranty Deed dated December 28, 2006 and recorded December 29, 2006 in Tompkins County Clerk's Office as Instrument Number 501-971-001. Being a portion of the same premises conveyed to the party of the first part by deed of Norman C. Amberge, individually and as Executor of the

Estate of Hilda D. Amberge, dated November 9, 2006 and recorded in the Tompkins County Clerk's Office on November 22, 2006 as Instrument No. 500201-001

**PARCEL II (018.-2-1.32, 4.85 acres)**

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

BEGINNING at a point in the center line of Black Oak Road, said point being 741.37 feet north of the intersection of the center line of Black Oak Road with the center line of Griffin Road;

THENCE running north  $10^{\circ}27'50''$  east, along the center line of Black Oak Road, a distance of 230.00 feet to a point;

THENCE running south  $76^{\circ}19'18''$  east, passing through an iron rod with cap at 25.00 feet, for a total distance of 436.29 feet to a point marked by an iron rod with cap;

THENCE running north  $10^{\circ}27'50''$  east a distance of 100.00 feet to a point marked by an iron rod with cap;

THENCE running south  $76^{\circ}19'18''$  east a distance of 218.71 feet to a point marked by an iron rod with cap;

THENCE running north  $10^{\circ}27'50''$  east a distance of 57.00 feet to a point marked by an iron rod with cap;

THENCE running south  $76^{\circ}19'18''$  east a distance of 120.00 feet to a point marked by an iron rod with cap;

THENCE running south  $10^{\circ}27'50''$  west a distance of 387.00 feet to a point marked by an iron rod with cap;

THENCE running north  $76^{\circ}19'18''$  west, passing through iron rods at 321.86 feet and 749.29 feet, for a total distance of 775.00 feet to a point in the center line of Black Oak Road, being the point and place of beginning.

Being a portion of the premises conveyed to John Rancich from Bible Baptist Church – Schools of Connecticut Hill of Ithaca and Enfield, Inc. (formerly known as Bible Baptist Church and Bible Baptist Church of Ithaca and Enfield), a Not-for Profit Religious Corporation under the laws of the State of New York, by Covenant Against Grantor Deed dated December 15, 2006 and recorded in the Tompkins County Clerk's Office on that date as Instrument number 501359-001.

**PARCEL III (018.-2-1.5)**

ALL THAT TRACT OR PARCEL OF LAND situate north of Griffin Road in Lot #73 in the Town of Enfield, County of Tompkins and State of New York, being bounded and described as follows:

Beginning at a point marked by a set iron rod situate north  $11^{\circ}36'$  East a distance of 25 feet from the south line of lands owned by Hilda Place Amberge, said line also being the north line of lands conveyed to Newhart's Lodge, Inc., (R.O.) (177/296), said point of beginning is also located North  $78^{\circ}24'$  West a distance of 87.02 feet from the east line of premises owned by Hilda Place Amberge (606/1155), and said line being the west line of land owned by Everhart (R.O.) (266/449);

RUNNING THENCE North  $78^{\circ}24'$  West across lands of Hilda Place Amberge (606/1155), a distance of 301.0 feet to a point marked by a set iron rod;

RUNNING THENCE North  $11^{\circ}36'$  East across lands of Hilda Place Amberge (606/1155), a distance of 210.0 feet to a point marked by a set iron rod;

RUNNING THENCE South  $78^{\circ}24'$  East across lands of Hilda Place Amberge (606/1155), a distance of 114.0 feet to a point marked by a set iron rod;

RUNNING THENCE South  $30^{\circ}5'$  East across lands of Hilda Place Amberge (606/1155), a distance of 281.19 feet to a point and place of beginning, and containing one acre of land, a part of Tax Parcel No. 18-2-1.2

Being the same premises conveyed to John Rancich from Samuel Eddy and Danny Hickey in Warranty Deed dated December 4, 2007 and recorded in the Tompkins County Clerk's Office on December 12, 2007 as Instrument Number 518936-001.

**PARCEL IV (018.-1-3.22 80.88 ACRES)**

All that Tract or Parcel of Land situate in the Town of Enfield, County of Tompkins and State of New York, being part of Military Lot #72, more particularly bounded and described as follows:

COMMENCING at the northeasterly corner of Parcel A and the northwesterly corner of Parcel B as shown on the survey map hereinafter referred to: thence running south  $10^{\circ}39'43''$  west 1,990.32 feet to a rod/cap; running thence south  $78^{\circ}51'09''$  east 1,893.26 feet to a rod/cap; running thence north  $10^{\circ}43'43''$  east 520 feet to a rod cap; running thence north  $82^{\circ}45'44''$  east 81.86 feet to a rod/cap; running thence north  $08^{\circ}25'55''$  east 257.36 feet to a rod/cap; running thence south  $78^{\circ}18'09''$  east 445 feet to a rod/cap; running thence south  $77^{\circ}19'14''$  east 10 feet to a rod/cap; running thence south  $77^{\circ}19'14''$  east 445.30 feet to a point in the center line of the

Black Oak Road; running thence north 10°32'37" east along the center line of the Black Oak Road 816.73 feet to a point; running north 78° 59'49" west 500.02 feet to a rod/cap; running thence south 10°32'37" west 782.86 feet to a rod/cap; running thence north 78°18'09" west 305.00 feet to a rod/cap; running thence north 02°38'30" west 497.51 feet to a rod/cap; running thence north 75°50'37" west 1,183.74 to a rod/cap; thence running north 11°00'11" east 636.45 feet to a road/cap; running thence north 79°51'47" west 764.40 feet to the point or place of beginning.

The above described premises are more particularly shown as Parcel B on a survey map entitled, "Lands of: Norman Amberge – Great Lot: 72 – Town of Enfield – Tompkins County – New York State" prepared by R. James Stockwin, PLS, No. 049012 dated August 7, 2006, which is filed in the Tompkins County Clerk's Office on September 21, 2006, in Map Book ARV 40.

Being the same premises conveyed to John Rancich from Norman C. Amberge, Individually and as Executor of the Last Will and Testament of Hilda D. Amberge in a deed dated October 21, 2008 and recorded on October 21, 2008 in the Tompkins County Clerk's Office as Instrument Number 533438-001. Hilda D. Amberge died January 30, 1997 and by her Last Will and Testament dated September 18, 1975 duly admitted to Probate on April 22, 1997 in Tompkins County Clerk's Office appointed Norman C. Amberge Executor thereof. Interests and/or claims of Doris J. Morgenthau, her distributes, heirs and assigns were terminated and forever barred by the order of the Honorable Judith F. O'Shea of the Supreme Court dated October 6, 2000. A certified copy of which was recorded in the Tompkins County Clerk's Office on October 10, 2000 in Liber 888 of Deeds at page 230.

**PARCEL V (018.-1-3.21 40 ACRES)**

All that Tract or Parcel of land situate in the Town of Enfield, County of Tompkins and State of New York, being a part of Military Lot #72, more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of the premises of the grantor, being the northerly line of Military Lot 72, which point is northwesterly along said Lot line a distance of 2,859.17 ± from the intersection of said line with the centerline of Black Oak Road; thence running south 10 degrees 39' 43" West, through the premise of the grantor, a distance of 1,990.32 feet to a point marked by an rod with cap; thence running north 78 degrees 51' 09" west and along the premises now or formerly of Teeter (459/562) a distance of 323.74 feet to a point, which point is northwesterly a distance of 7.6 feet ± from a rod with cap; thence running north 10 degrees 39' 43" east and along fence remnants and painted trees a distance of 913.26 feet to a point marked by an iron pipe; thence running north 78 degrees 33' 31" west along blazed and flagged trees and the premises now or formerly of Cotton-Hanlon, Inc., a distance of 1,047.73 feet to a point marked by an iron pipe; thence running south 79 degrees 51' 47" east and along blazed and flagged trees and the premises now or formerly of Gunning (628/101) a distance of 1,357.86 feet to the point or place of beginning containing 40.00 acres of land more or less.

The above described premises are more particularly shown as Parcel A on a survey map entitled, "Lands of: Norman Amberge – Great Lot: 72 – Town of Enfield – Tompkins County – New York State" prepared by R. James Stockwin, PLS, No. 049012 dated August 7, 2006.

Being the same premises conveyed to John Rancich from Norman C. Amberge, individually and as Executor of the Last Will and Testament of Hilda D. Amberge dated September 26, 2006 and recorded on September 26, 2006 in Tompkins County Clerk's Office as Instrument Number 497024-002. Hilda D. Amberge died January 30, 1997 and by her Last Will and Testament dated September 18, 1975 duly admitted to Probate on April 22, 1997 in Tompkins County Clerk's Office appointed Norman C. Amberge Executor thereof. Interests and/or claims of Doris J. Morgenthau, her distributes, heirs and assigns were terminated and forever barred by the order of the Honorable Judith F. O'Shea of the Supreme Court dated October 6, 2000. A certified copy of which was recorded in the Tompkins County Clerk's Office on October 10, 2000 in Liber 888 of Deeds at page 230.

END OF EXHIBIT "A"