

Aurora R. Valenti
TOMPKINS COUNTY CLERK

Instrument Number

549027-003

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

No. of Pages: 11
(including this
cover page)

Receipt No. 549027

Date: 10/02/2009

Time: 01:29 PM

Document Type: EASEMENT/LEASE

Parties
To Transaction: ~~EVERHART~~ Teeter

Town/City:

Delivered By:
ENFIELD ENERGY

Return To:
ENFIELD ENERGY
BOX

Deed Information

Mortgage Information

Taxable Consideration: \$0.00

Taxable Mortgage Amount:

State Transfer Tax: \$0.00

Basic Mortgage Tax:

County Transfer Tax: \$0.00

Special Mortgage Tax:

RETT No.: 02524

Additional Mortgage Tax:

Local Mortgage Tax:

State of New York
Tompkins County Clerk

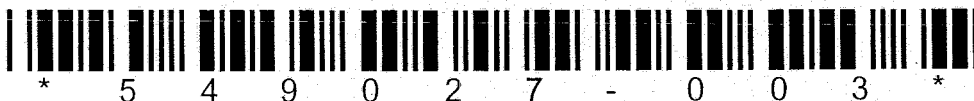
Mortgage Serial No.:

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.

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



**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 October 1, 2009 as made by and between Richard C. Teeter, Jr. with an address of 738 Black Oak Road, Newfield, 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 October 1, 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.

Wind Lease

- (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, the first payment being delivered this date.
- (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 one (1) additional twenty (20) year period, 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, except for farm buildings which may be up to sixty feet high, 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 residential housing, ranching, hunting, recreation, conservation, farming and a metal scrap yard that do not and will not interfere with the Windpower Facilities. Residential use is limited to three (3) single family homes, each of which may have an apartment and accessory buildings. No metal scrap will be stored any closer than twenty (20) feet to Company’s Cables, roads, fences or substations or closer than 100 feet to any other Windpower Facilities. All metal scrap shall be stored within the metal scrap yard boundaries shown on Exhibit E to the Agreement. Owner may from time to time seek prior written approval from Company for other uses that do not interfere with the Windpower Facilities and Company shall not unreasonably withhold approval.
- (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:

i. the last day of the Lease Term; or

ii. the date that Company delivers written notice to Owner that Company is terminating the Wind Development Easement; or

iii. 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.

5. Rights Upon Sale. Company shall have the right of first refusal should Owner, at any time during the term of this Agreement, decide to sell all or any part of the Property. This right shall not apply to transfers, with or without consideration, by Owner to members of his family (defined to be any person closer in consanguinity to first cousins once removed, and the spouses of any such person), or any entity that is controlled by Owner and/or members of his family, as defined above. It also shall not apply to transfers by devise or descent, or by operation of law upon death, and Owner shall be free to encumber the property hereafter by mortgage or other encumbrance, so long as it does not interfere with the Agreement contained herein. This right of first refusal applies only to outright transfers of fee title by Owner. If the sale is otherwise subject to the first refusal right granted hereunder, and the right of first refusal is not exercised, such sale shall be under and subject to the terms of this Agreement and Company's rights hereunder.

Exercise of this right of first refusal by Company (including its successors and/or assigns) shall be evidenced by a writing received back by Owner (including his successors and/or assigns) within ten (10) business days of personal delivery to Company, or within twelve (12) business days if transmitted by overnight courier to Company, or within fourteen (14) business days of posting to Company in the U.S. Post Office First Class Mail by Owner of a copy of a bona fide purchase offer. If said bona fide purchase offer is delivered other than personally to Company, it shall be to:

John Rancich
P.O. Box 547
Ithaca, NY 14851

or such other address as Company shall hereafter provide to Owner by notice in writing. The exercise of the right of first refusal shall be by written purchase offer to Owner agreeing to match said bona fide purchase offer in its entirety.

Failure by Company to agree in writing to match on identical terms said bona fide purchase offer, which must be timely received by Owner within the period specified in the prior paragraph, shall constitute a full and complete waiver of this right of first refusal regarding said bona fide purchase offer only. The failure to exercise the right hereunder as to a portion or all of the property shall

Wind Lease

constitute a final and irrevocable waiver of the right of first refusal hereunder with respect to the property to be conveyed under the above-mentioned bona fide purchase offer only. If the first refusal right accrues, is thereafter waived, or otherwise not exercised under the terms hereof, the right of first refusal shall survive and apply to subsequent bona fide purchase offers.

An affidavit by Owner, his successors and/or assigns of record, showing compliance with the terms of this provision of the Agreement and reciting the failure of Company to timely exercise its right of first refusal hereunder, shall be sufficient to remove this right of first refusal as a cloud on title of the property transferred under any bona fide purchase offer that was unmet or otherwise waived by Company under the terms of this provision, upon the recording in the Tompkins County Clerk's Office of said affidavit and reference to this provision.

6. Clearing the public record of the encumbrances of this Memorandum of Option Agreement and Lease and Easement Agreement.

Written notice to Company, its successors and/or assigns of record including a proposed affidavit by Owner, its successors and/or assigns of record that includes and certifies the following:

- (a) that the Wind Easement and/or Lease and/or Option has terminated pursuant to the terms of Sections 1.05, 2.04 or 4.02 of the Agreement as to all or part of the Property, as applicable, and
- (b) that Owner intends to file the proposed affidavit with proof of delivery in the Tompkins County Clerk's Office upon the expiration of forty-five (45) days from the delivery date and
- (c) reference to this provision of the Memorandum of Option Agreement and Lease and Easement Agreement

shall, upon the expiration of forty-five (45) days from receipt by Company of said notice and proposed affidavit, and the signing and recording in the Tompkins County Clerk's Office of said affidavit and proof of delivery, be sufficient to permanently remove this Memorandum of Option Agreement and Lease and Easement Agreement as a cloud on title as to of all or part of the Property, as applicable.

Wind Lease

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

OWNER:

Signature [Handwritten Signature]
Printed Name Richard C. Teeter

ACKNOWLEDGMENT OF OWNER

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

On the 15th day of John, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Teeter, 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.

DAVID A. TYLER
Notary Public, State of New York
No. 4633353
Qualified in Tompkins County
Commission Expires Sept 30, 2010

[Handwritten Signature]
Notary Public

Wind Lease

COMPANY: Enfield Energy, LLC

Signature _____

Printed Name John Rancich

Title President

ACKNOWLEDGMENT OF COMPANY

STATE OF NEW YORK)

) ss.:

COUNTY OF TOMPKINS)

On the 1st day of October, 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.

Mary L. Russell

Notary Public

MARY L. RUSSELL
Notary Public, State of New York
Qualified in Tompkins County
No. 02RU6172956
Commission Expiration Date 08/20/11

MEMORANDUM AND EASEMENT AGREEMENT EXHIBIT A

DESCRIPTION OF PROPERTY

Attached to and made a part of that certain Option Agreement, Lease
And Easement Agreement dated 10/1/04 by and between
Richard C. Teeter, Jr., Owner, and Enfield Energy, LLC,
a limited liability company, Lessee

PARCEL I

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

BEING a part of Great Lot #72 in said Town of Enfield, and beginning at the southeast corner of said Lot #72; and running thence north 31 chains 63 links along the east line of said lot; thence west 31 chains 63 links; thence south 31 chains 63 links; thence east 31 chains 63 links along the south line of said lot to the point and place of beginning, containing 100 acres of land, be the same more or less.

SUBJECT to a right of way granted to New York State Electric & Gas Corporation by instrument recorded in Tompkins County Clerk's Office in Liber 219 of Deeds at page 149, and a further right of way to said Corporation by instrument recorded in said Clerk's Office in Liber 299 of Deeds at page 133.

BEING the same premises conveyed to the decedent, Richard C. Teeter (a/k/a Richard C. Teeter, Sr. and Richard Teeter) and his wife, Ruth S. Teeter (also deceased) from John F. Ewald and Edna M. Ewald by Warranty Deed dated December 10, 1954, and which was recorded in the Tompkins County Clerk's office in Liber 381 of Deeds at page 132. Ruth C. Teeter died on March 26, 2000, leaving Richard C. Teeter as sole surviving tenant.

BEING the same premises conveyed to Richard C. Teeter, Jr. from Richard C. Teeter, Jr., as the Executor of the Last Will and Testament of Richard C. Teeter (a/k/a Richard C. Teeter, Sr. and Richard Teeter), as Parcel 7 of the Executor's Deed dated and recorded July 12, 2007 in the Tompkins County Clerk's office as Instrument Number 511615-001. Richard C. Teeter (a/k/a Richard C. Teeter, Sr. and Richard Teeter) died on January 28, 2007, a resident of Tompkins County, New York, whose will was admitted to probate on March 28, 2007.

This property is known as 738 Black Oak Road, Newfield, New York 14867 (Town of Enfield Tax parcel #: 18.-1-6.)

PARCEL II

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, bounded and described as follows:

Beginning in the east line of said Lot 72 (the center of the Connecticut Hill Road, a/k/a Black Oak Road) at the southeast corner of the premises formerly of H. H. Smith and described in a deed to Claude Place and Ruth A. Place dated February 26, 1944, and recorded in Liber 304 of Deeds at page 330, such point of beginning being about 30 chains southerly along the east line of Lot 72 from the northeast corner of Lot 72 at the intersection of Connecticut Hill Road and Rumsey Hill Road; thence west along the south line of said Place farm 47.75 chains; thence south along the east line of lands formerly of Elam Caywood and later conveyed to the United States of America in Liber 424 of Deeds at page 413, about 9 1/2 chains; thence east along the north line of lands described in deeds to Earl Rumsey (one dated March 18, 1886 and recorded November 3, 1886, in Liber 3 of Enfield Deeds at page 411, and the other dated April 2, 1889, and recorded June 24, 1889, in Liber 133 of Deeds at page 472) which premises were conveyed to Roy Linton by Tompkins County by deed dated September 21, 1945, and recorded in Liber 282 of Deeds at page 401, 47.75 chains; thence north along the east line of said Lot 72 (the center line of the Connecticut Hill Road) about 9 1/2 chains to the point or place of beginning.

SUBJECT TO the following insofar as they now affect the above described premises:

1. Existing and public rights within the lines of Connecticut Hill Road.
2. A right of way for a water pipe line from springs on the former Earl Rumsey place across the above described premises to said ace farm a point on the south line of the above described parcel about 9 chains west of e southeast corner thereof slightly east of north, as more fully described in the deed from James Caywood and Wife to Wheeler Smith (former owner of said Place premises) by deed dated August 8, 1912, and corded August 13, 1912, in Liber 171 of Deeds at page 452.
3. A right of way for an electric line, etc.. adjacent to the west side of the Connecticut Hill Road granted by John H. and Alma Bock to New York State Electric & Gas Corp. October 28, 1941, and recorded January 30, 1942, in Liber 259 of Deeds at page 388.

A one-year option for a 100 foot electric line right of way from Ellen A. Searles to New York State Electric & Gas Corp. dated August 30, 1929, and recorded January 13, 1930, in Liber 219 of Deeds at page 571, was never exercised and the actual location of the right of way is about 3/8 of a mile south of the above described premises.

The oil and gas lease from Ellen A. Searles, widow, to Paul G. Benedum dated October 23, 1930, and recorded December 23, 1930, in Liber 224 of Deeds at page 66 (assigned to Bengal Corporation by assignment recorded July 21, 19332, in Liber 228 of Deeds at page 342, and assigned to Lycoming Producing Corporation by assignment recorded July 21, 1932, in Liber 228 of Deeds at page 344) expired over 15 years ago and no payments have been made therefore and no oil or gas has been found or produced in paying quantities thereon for at least 15 years last past.

EXCEPTING AND RESERVING a 2.40 acre parcel of land conveyed by Richard C. Teeter and Ruth S. Teeter to James R. Dawson by Deed dated October 1, 1987 and recorded in the Tompkins County

Wind Lease

Clerk's Office in Liber 630 of Deeds at page 869, said parcel now known as Town of Enfield Tax Parcel # 18.-1-4.1, more particularly described as follows:

BEGINNING at a point in the centerline of Black Oak Road, said point being 1990 feet more or less from the present centerline of Connecticut Hill Road;

THENCE S 10° 18'W along the centerline of Black Oak Road a distance of 178.8 feet to a point;

THENCE N 79° 26'W passing through a set pipe at 25 feet and continuing along the northerly line of other property owned by Teeter for a total distance of 646.5 feet to a set pipe;

THENCE N 19° 21' E a distance of 175.5 feet to a set pipe;

THENCE S 79° 04'E along stones and hedgerow being the southerly lien of property now or formerly of Amberge a distance of 595.6 feet to a set pipe and continuing a distance of 25 feet, being a total distance of 620.6 feet to the centerline of Black Oak Road or place of beginning.

This property (Parcel II) is known as Black Oak Road, Newfield, New York 14867 (Town of Enfield Tax parcel #: 18.-1-4.2).

BEING the same premises conveyed to Richard C. Teeter, Jr. from Richard C. Teeter, Jr., as the Executor of the Last Will and Testament of Richard C. Teeter (a/k/a Richard C. Teeter, Sr. and Richard Teeter), as Parcel 7 of the Executor's Deed dated and recorded July 12, 2007 in the Tompkins County Clerk's office as Instrument Number 511615-001. Richard C. Teeter (a/k/a Richard C. Teeter, Sr. and Richard Teeter) died on January 28, 2007, a resident of Tompkins County, New York, whose will was admitted to probate on March 28, 2007.

As to both Parcels I and II, said Deed was given to confirm the devise of real property in the residuary clause of the said decedent's Will.



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number

544312-002

No. of Pages: 9

Delivered By: ENFIELD ENERGY

Receipt No. 544312

Return To:
ENFIELD ENERGY

DATE: 06/29/2009

Time: 02:23 PM

Document Type: MISC RECORDS

Parties To Transaction: PRINZHORN TO 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

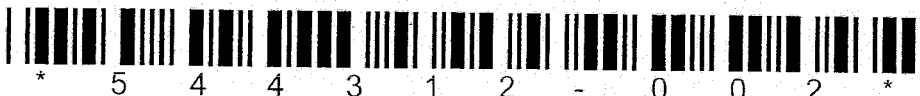
Tompkins County Clerk

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



* 5 4 4 3 1 2 - 0 0 2 *

**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 6/25, 2009 as made by and between Linda Prinzhorn with an address of 10 Martin Trail, Wallingford, CT 06492 ("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 6/25, 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.

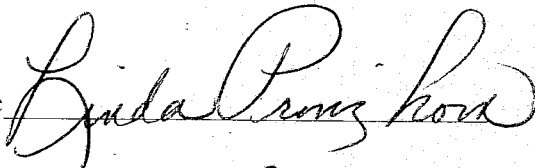
- (a) Grant. Owner agrees to grant to Company an exclusive Wind Development Easement on and over the Wind Easement Property. Owner agrees that this is and will be the only Wind Development Easement on and over the Wind Easement Property for the duration of the easement. The grant of the Wind Development 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: LINDA PRINZHORN

Signature



Printed Name

Linda Prinzhorn

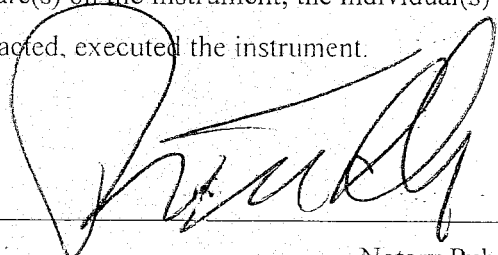
ACKNOWLEDGMENT OF OWNER . . .

STATE OF NEW YORK)

) ss.:

COUNTY OF TOMPKINS)

On the 26 day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Prinzhorn, 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.



Notary Public

PAUL N. TAVELLI
Notary Public, State of New York
No. 05 003410
Qualified in Tompkins County
Term Expires 12-31-09

COMPANY: Enfield Energy, llc

Signature 

Printed Name JOHN RANCICH

Title President

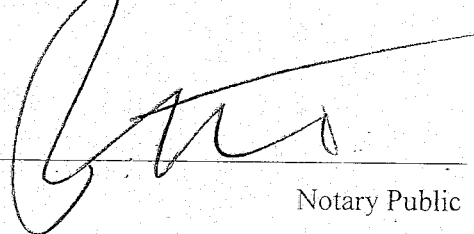
ACKNOWLEDGMENT OF COMPANY

STATE OF NEW YORK)

) ss.:

COUNTY OF TOMPKINS)

On the 14 day of June, 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.



Notary Public

Notary Public
New York
Qualified in Tompkins County
Term Expires 11-4-09

EXHIBIT A

Attached to and made a part of that certain Memorandum of Option Agreement and Lease and Easement Agreement dated 6/25, 2009 between Linda Prinzhorn Owner, and Enfield Energy, llc, a limited liability company

DESCRIPTION OF PROPERTY

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 north line of the premises of the Grantors; being the north line of said Military Lot #72, which point is northwesterly along said line a distance of 642.73 feet from its intersection with the centerline of Black Oak Road,

Thence running south 15 degrees 57 minutes 22 seconds west and along remaining lands of the Grantors a distance of 715.71 feet to a point marked by a rod and cap;

Thence running north 75 degrees 50 minutes 37 seconds west passing through the centerline of a 10 foot driveway at a distance of 114 feet a total distance of 433.5 feet to a point marked by a rod and cap;

Thence running north 64 degrees 18 minutes 42 seconds west a distance of 311.82 ± feet to a point in the north bank of a creek;

Thence running northwesterly and along the north bank of the said creek, generally following the centerline of said creek running a course and distance north 52 degrees 39 minutes west 01 second, a distance of 212.60 ± feet; to a point;

Thence running north a distance of 475' to a point in the north line of the premises of the Grantors, being the north line of said Military Lot #72, which point is northwesterly along said line a distance of 1,600' feet from its intersection with the centerline of Black Oak Road;

Thence running south 78 degrees 59 minutes 49 seconds east and along the premises now or formerly of Gunning (482/299) and Dean (568/56) a distance of 982.27 feet to the point or place of beginning being a portion of Tax Map Number 018-1-3.3.

Together with a right of way, for ingress and egress, 20 feet in width, the centerline of which is the centerline of 10 feet wide existing gravel driveway situated on the remaining lands of the Grantors and more particularly described as follows:

Beginning at the point where the centerline of said driveway intersects the centerline of Black Oak Road which point is southwesterly a distance of 1210.20 feet along the centerline from its intersection with the centerline of pavement of Connecticut Hill Road;

Thence running north 77 degrees 19 minutes 43 seconds west along the center of said driveway a distance of 651.72 feet to a point which point is shown as DESCRIPTION POINT "A" on the Survey Map herein below referenced;

The above described premises are more particularly shown on a survey map entitled "LANDS OF HILDA PLACE AMBERGE PART OF MILITARY LOT 73 - TOWN OF ENFIELD - TOMPKINS COUNTY - NEW YORK STATE" made by R. James Stockwin, PLS No. 049012 dated October 6, 1999.

Being the same premises conveyed to Owner by Executor's Deed dated August 17, 2001 and recorded in Liber 913, of Deeds at Page 269 of the records of Tompkins County, New York. Being a portion of the premises conveyed to Hilda D. Amberge, Doris J. Morgenthau H. Jason Amberge, Michael G. Amberge and Norman C. Amberge by Hilda D. Amberge as Executrix of the Last Will and Testament of Ruth Place by Executor's Deed dated April 11, 1985 and recorded in the Tompkins County Clerk's Office on April 18, 1985 in Liber 608, of Deeds at Page 217 and thereafter deeded to Hilda D. Amberge and Doris J. Morgenthau by H. Jason Amberge, Michael G. Amberge and Norman C. Amberge by Deed dated April 11, 1985 and recorded in the Tompkins County Clerk's Office on April 18, 1985 in Liber 608 of Deeds at Page 220. 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 the Tompkins County Surrogate's Court 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 Judge 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.

AND

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 north line of the premises of the Grantors, being the north line of Military Lot 72, which point is northwesterly along said line a distance of 500.02 feet from its intersection with the centerline of Black Oak Road;

Thence running south 10 degrees 32 minutes 37 seconds west a distance of 1188.77 feet to a point in the northerline of a 10 feet wide existing gravel driveway situate on the remaining lands of Grantors;

Thence running north 78 degrees 18 minutes 09 seconds west and along the northerly line of said gravel driveway a distance of 305.00 feet to a point marked by a set rod with cap;

Thence running north 02 degrees 38 minutes 30 seconds west a distance of 497.51 feet to a point marked by a set iron rod with cap;

Thence running south 75 degrees 50 minutes 37 seconds east a distance of 208.62 feet to a point marked by an iron rod with cap;

Thence running north 15 degrees 57 minutes 22 seconds east a distance of 715.71 feet to a point in the said north line of Military Lot 72 marked by an iron rod with cap;

Thence running south 78 degrees 59 minutes 49 seconds east and along said northerly line of Military Lot 72 a distance of 142.71 feet the point or place of beginning containing 6.833 acres of land, more or less.

EXCEPTING AND RESERVING from the above described parcel a 20' wide right-of-way centered on the 10' driveway on the remaining lands of the Grantors as more particularly shown on the survey map hereinafter mentioned.

The above described premises are more particularly shown on a survey map entitled "LANDS OF HILDA PLACE AMBERGE PART OF MILITARY LOT 73 - TOWN OF ENFIELD - TOMPKINS COUNTY - NEW YORK STATE" made by R. James Stockwin, PLS No. 049012 dated June 19, 2001.

Being the same premises conveyed to Owner by Executor's Deed dated August 17, 2001 and recorded in Liber 913, of Deeds at Page 265 of the records of Tompkins County, New York. Being a portion of the premises conveyed to Hilda D. Amberge, Doris J. Morgenthau H. Jason Amberge, Michael G. Amberge and Norman C. Amberge by Hilda D. Amberge as Executrix of the Last Will and Testament of Ruth Place by Executor's Deed dated April 11, 1985 and recorded in the Tompkins County Clerk's Office on April 18, 1985 in Liber 608, of Deeds at Page 217 and thereafter deeded to Hilda D. Amberge and Doris J. Morgenthau by H. Jason Amberge, Michael G. Amberge and Norman C. Amberge by Deed dated April 11, 1985 and recorded in the Tompkins County Clerk's Office on April 18, 1985 in Liber 608 of Deeds at Page 220. 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 the Tompkins County Surrogate's Court 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 Judge 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.