

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of June 22, 2015, (the "Effective Date"), by and between **E. E. Hott, Inc.** (whether one or more "Grantor"), and **Liberty Gap Wind Force, LLC**, a Delaware limited liability company ("Grantee").

Recitals

A. Grantor owns the real property located in Franklin District, Pendleton County, West Virginia, Tax Map Number 20, Parcel Number 9, as more particularly described on Exhibit "A" attached hereto (the Property).

B. Grantee desires to obtain an easement over the Property to be used in connection with its Liberty Gap wind energy generation project located in Pendleton County, West Virginia and in connection with any future wind energy generation projects developed by Grantee, its parent company, affiliated companies, or its or their successors or assigns.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements set forth herein, and for other good valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

SECTION 1 – GRANT OF RIGHTS

1.1. **Grant of Easement.** Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "Easement"). The Easement shall be perpetual, exclusive and shall be located in, upon, over, across, above and under the Property at the "as built" location of the Facilities described below.

1.2. **Purposes of Easement.** The Easement is for the following purposes and activities (collectively, "Operations"): (a) constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, (i) an overhead electric transmission line or lines, overhead and underground control, electrical transmission, distribution and collection facilities, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, (ii) communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, (iii) roads, including the right to use all existing roads, bridges, culverts, erosion control facilities and gates for access, ingress and egress, (iv) temporary construction, staging and laydown areas, and (v) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials or equipment (all of the foregoing, collectively, "Facilities"); and (b) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee determines are necessary or convenient to accomplish any of the foregoing purposes. The Easement for the overhead transmission line shall be across, above and below the Property as follows: (i) over all of Lot 3 of the Grantor's Property but the Grantee agrees to locate the transmission as close as possible to the northeast boundary line of Lot 3; thence, (ii) 75 feet in width across Lot 5 and Lot 6 of the Grantor's Property, with the northeastern boundary of Lots 5 and 6 being the northeastern edge of the easement; thence, (iii) transitioning across Lot 22 and Lot 23 of the grantor's Property, from a width of 75 feet to a width of 37.5 feet at the common corner of Lot 23 and Lot 24 of the Grantor's Property, with the northeastern boundary of Lots 22 and 23 being the northeastern edge of the easement; thence, continuing 37.5 feet in width across Lot 24, Lot 25, and Lot 26, with the northeastern boundary of Lots 24, 25, and 26 being the northeastern edge of the easement, as shown on the attached Exhibit "B", and being 37.5 feet on each side of the center line of the transmission line at its "as built" location on the Property. The Grantee agrees to quitclaim to the Grantor for the sum of One Dollar (\$1.00) any portion of Lot 3 outside of the "as built" location of the transmission line on the Lot 3 of the Property. Grantee may construct, locate and maintain guy wires, cable, and other

support structures necessary for the transmission line outside of the easement area, at the location as shown on Exhibit "B", being the northeast corner of Lot 22, and at such other locations not shown on Exhibit "B", as agreed upon by the parties. The Grantor agrees that it will not unreasonably withhold its agreement to any unmarked locations on Exhibit "B".

1.3. **Location of Easement.** A map showing the approximate location of the electric transmission line Easement is attached hereto as Exhibit "B". It is acknowledged by both parties hereto that the location of the Easement as shown on the attached Exhibit "B" is approximate. Grantee agrees to design the Easement as nearly as possible in conformity with the location of the Easement as shown on the attached Exhibit "B"; however, the actual location of the Easement, as determined by the Grantee, may deviate from the location shown on the attached Exhibit "B" as required by soil conditions, topography, environmental factors or conditions, other engineering and construction factors and considerations, and to minimize the visual impact of the Facilities on the Property and on adjoining and surrounding properties.

1.4. **Right of Entry.** Grantee, its agents and contractors, shall have a right of entry to enter on the Property for the purposes of surveying the Property and Easement area and conducting engineering and geotechnical, environmental, biological and archaeological studies and tests.

1.5. **Additional Rights.** The Easement includes the right to install, maintain, operate and replace its Facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said Easement and right-of-way and at all times the right to clear and keep clear the Easement and to control, cut down, trim and remove trees, limbs and brush under and alongside of said Facilities sufficiently for the safe and proper operation and maintenance thereof; said Additional Payment described below being in full payment therefor. Grantee will restore or reconstruct, in as nearly the same location as possible, any fences and/or gates that may be located within the Easement area and that are removed or damaged by the initial construction of said Facilities. After the initial construction of said Facilities, Grantee will pay for all damages to fences, gates, crops and livestock caused by the operation, maintenance, rebuilding and removal of said Facilities, if written notice is given to Grantee within thirty days after such damages are suffered, otherwise it is understood and agreed that such damages are waived.

1.6. **Grantor's Use.** Grantor may use the Property covered by the Easement for crops, pasture land and other agricultural purposes and may cross the Easement with roads and driveways; provided that, Grantor may not build any structures, except usual fences, on the transmission line Easement and Grantor's use of the Property shall not interfere with Grantee's use of the Easement or operations. Grantor may not change the grade or elevation of the Property covered by the Easement.

1.7. **Payment of Consideration.**

1.7.1. Grantor acknowledges and agrees that Grantee has prepaid consideration in the amount of One Thousand Dollars (\$1,000.00) for the Easement.

1.7.2. Grantee may immediately exercise its right of entry under Section 1.4 above but, prior to constructing any Facilities on the Property, Grantee shall pay Grantor the one time additional sum of Fifteen Thousand Dollars (\$15,000.00) per acre for the area covered by the electric transmission line Easement that will be located on Grantor's property (the "**Additional Payment**"). If Grantee does not construct any Facilities on the Property then Grantee shall not be obligated to pay Grantor the Additional Payment. If Grantee does not commence construction of the Facilities on the Property within ten (10) years from the Effective Date (of the Easement Agreement), then this Agreement shall automatically terminate, the easement hereby granted and conveyed shall expire, and neither party shall have any further obligation to the other.

SECTION 2 – MISCELLANEOUS RIGHTS AND OBLIGATIONS

2.1. **Indemnity.** Grantee shall indemnify and hold Grantor and its heirs, successors, and assigned harmless from and against any losses, damages, expenses and liabilities arising from Grantee's Operations on the Property, except to the extent caused by Grantor or its agents, employees, contractors, invitees or licensees.

2.2. **Restoration.** Within a reasonable period of time after Grantee, its successors or assigns, has permanently ceased Operations within the Easement, as determined by Grantee in its sole discretion, grantee shall (a) remove from the Easement any Facilities owned, installed or constructed by Grantee thereon to the extent necessary to comply with the applicable directives of the governmental agency or agencies with jurisdiction over such removal (provided, however, with respect to foundations, Grantee shall only be required to cover such foundations with topsoil to a depth of two (2) feet below grade level) and (b) leave the surface of the Easement free from debris. Upon completion of such removal and restoration by Grantee, this Agreement will terminate and ownership of the Easement shall revert to the then current owner or owners of the Property.

2.3. **Ownership of Improvements.** Grantor shall have no ownership or other interest in any Facilities installed by Grantee on the Property, and Grantee may remove any or all such Facilities at any time or from time to time. Without limiting the generality of the foregoing, Grantor hereby (a) waives any statutory or common law lien that it might otherwise have in or to the Facilities and (b) acknowledges and agrees that it does not and will not have any interest in any energy transmitted thereby.

2.4. **Right to Assign and Encumber.** Grantee, its successors and assigns, may, at any time and from time to time, without obtaining the consent of the Grantor, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or this Agreement (including, without limitation, by grant of co-tenancy interest or grant of sub-easement) to any other person or entity; and/or (b) hypothecate, mortgage or pledge all of any portion of its right, title or interest under the Easement or this Agreement to any lender as security for the repayment of any indebtedness and/or the performance of any obligation.

SECTION 3 – GENERAL PROVISIONS

3.1. **Notices.** Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given personally or by certified or registered mail, postage prepaid, return receipt requested, to the address of the recipient party set forth on the signature page hereof, except that each party hereto may change the address for receipt of notices by sending notices of such change to the other party in the manner specified in this Section. Notices delivered by hand shall be deemed received when delivered, while notices sent by certified or registered mail shall be delivered and received three (3) days after deposit in the United States mail, addressed to such address.

3.2. **No Abandonment or Overburdening.** Except as provided by Section 1.7.2 above, no act or failure on the part of the Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easement or any portion thereof, except upon recordation by Grantee of a quitclaim deed specifically conveying the Easement (or such portion thereof) back to Grantor pursuant to Section 3.3 hereof. Without limiting the generality of the foregoing, and except as provided in Section 1.7.2 above, as amended hereby, nonuse of any portion of the Easement by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement in the event the same is needed. No use of or improvement to the property covered by the Easement or any portion thereof, no transfer of all or any portion of Grantee's interest in the Easement, and no use or improvement of the Easement or any portion thereof resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement.

3.3. **Quitclaim or Release.** Grantee shall have the right, at any time and from time to time, to quitclaim or release all or any portion of its right, title and interest in the Easement (including, without limitation, as to only a portion of the Easement area), by giving written notice to Grantor and by executing and causing to be recorded, in the official records of Pendleton County, a quitclaim deed or release to that effect. If Grantee releases this Easement prior to constructing any Facilities it shall have no obligation to make the Additional Payment or any further payments to Grantor under this Agreement.

3.4. **Cooperation.** Grantor shall fully support and cooperate with Grantee in the conduct of its Operations and in otherwise giving effect to the purpose and intent of this Agreement. Grantor shall not be a party to any civil or administrative proceeding opposing Grantee's Liberty Gap wind energy project. Upon completion of construction of the Facilities, Grantee may, at its option, attach to the Agreement as Exhibits "C" and "D" (i) a revised map showing the "as built" location, and (ii) a metes and bounds legal description of the Easement area and re-record this Agreement. No additional signature or agreement of Grantor shall be required for Grantee's attachment of the "as built" map and legal description of the Easement area and re-recording of this Agreement.

3.5. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms, and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and this respective grantees, heirs, successors and assigns. In the event that this Agreement is not executed by one or more of the persons or entities comprising the Grantor herein, then this Agreement shall nonetheless be effective and shall bind all those persons and entities who have signed this Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought. In the event that any term or provision hereof is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof, it being specifically agreed that the terms and provisions hereof are severable for purposes of this Section 3.5. This agreement including any Exhibits attached hereto, or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.

SECTION 4 – ADDITIONAL PROVISIONS

4.1. **Additional Provisions.**

4.1.1. Grantor shall have sixty (60) days from the date of receipt of the Additional Payment specified in Section 1.7.2 hereof to harvest and remove timber from the Easement area. If Grantor does not remove timber from the Easement area, then Grantee may cut such timber and deposit the logs outside of the Easement area at a location selected by Grantee, in which event Grantor shall own the deposited logs and shall have the right to any revenue that might be derived therefrom. Grantor agrees that Grantee, or Grantee's contractor, shall have the sole authority to determine which logs cut from the Easement area are to be deposited on Grantor's property, and Grantor hereby irrevocably waives any claim for damages that might arise from the determination made by Grantee, or Grantee's contractor, of the logs to be deposited on Grantor's property.

4.1.2. Grantor also grants unto Grantee, and its assigns in title an easement for construction and maintenance of the transmission line over the roads marked as access roads for construction and maintenance on Exhibit "B".

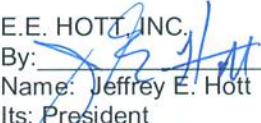
4.1.3. This Easement Agreement replaces and supersedes that certain Easement Agreement dated May 30, 2005 by and between E.E. Hott, Inc. and Liberty Gap Wind Force, LLC which was recorded among the records of the Clerk of the County Commission of Pendleton County on December 13, 2005 in Deed Book 171, Page 21 and later amended by that certain Amendment to Easement Agreement dated June 25, 2008 which was recorded among the records of the Clerk of the County Commission of Pendleton County on November 7, 2008 in Deed Book No. 180, Page 125.

DECLARATION OF CONSIDERATION

The parties declare that the consideration paid for the property interest conveyed by this Agreement is One Thousand Dollars (\$1,000.00).

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

Grantor:

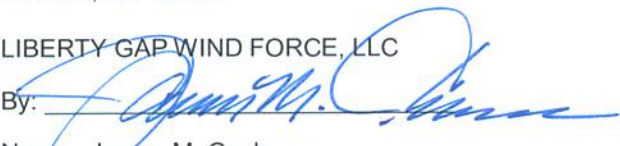
E.E. HOTT, INC.
By: 
Name: Jeffrey E. Hott
Its: President
Address: 3293 Petersburg Pike
Franklin, WV 26807

With copy to:

E.E. Hott, Inc.
Ruth S. Hott, Secretary
PO Box 656
Franklin, WV 26807

Grantee:

LIBERTY GAP WIND FORCE, LLC

By: 
Name: James M. Cookman
Its: Member Manager
Address: 645 E Pittsburgh St, #356
Greensburg PA 15601

ACKNOWLEDGMENTS

Grantor:

STATE OF WV,

COUNTY/CITY OF Grant, to-wit:

I, Shreda J. Koontz, a Notary Public of said County and State, do hereby certify that Jeffrey E. Hott, President of E. E. Hott, Inc., whose name is signed to the writing above, bearing date of the 6/22/2015, has this day personally acknowledged the same before me in my said County and State.

Given under my hand this 22nd day of June, 2015.

My commission expires October 10, 2020.



Shreda J. Koontz
Notary Public

Grantee:

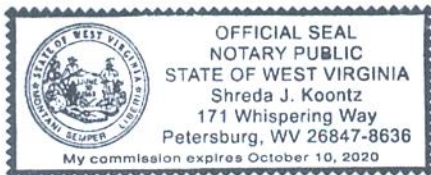
STATE OF WV,

COUNTY/CITY OF Grant, to-wit:

I, Shreda J. Koontz, a Notary Public of said County and State, do hereby certify that James M. Cookman, Member Manager of Liberty Gap Wind Force, LLC, whose name is signed to the writing above, bearing date of the 6/22/2015, has this day personally acknowledged the same before me in my said County and State.

Given under my hand this 22nd day of June, 2015.

My commission expires October 10, 2020.



Shreda J. Koontz
Notary Public

This instrument was reviewed by James Paul Geary, II, Esq., Geary & Geary, LC, 104 N. Main Street, Petersburg, West Virginia 26847.

EXHIBIT "A"

Description of the Property

THAT CERTAIN TRACT OF REAL PROPERTY LOCATED IN PENDLETON COUNTY, WEST VIRGINIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

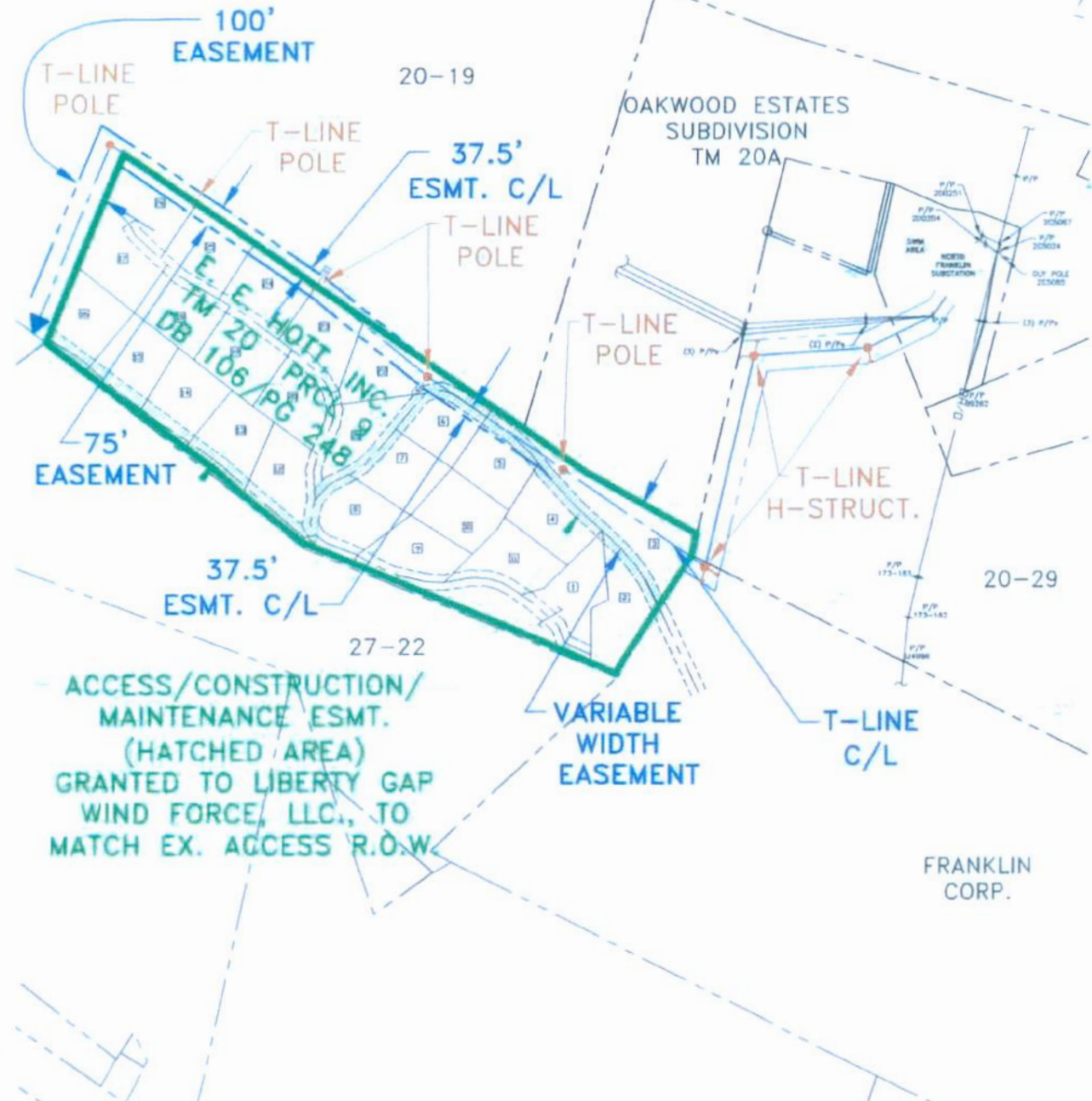
All of that certain tract or parcel of real property containing 28.99 acres, more or less lying and being situate in Franklin District, Pendleton County, West Virginia and being more particularly bounded and described in the certain deed dated December 13, 2001, recorded December 20, 2001, and of record in the Clerk's Office of the County Commission of Pendleton County, West Virginia, in Deed Book No. 158, at page 334, from Franklin Oil Company, Inc. to E. E. Hott, Inc., which description in said deed is incorporated by reference herein and made a part hereof.

EXHIBIT "B"

Map Showing Location of Electric Transmission Line Easement

NOTES:

1. T-LINE ALIGNMENT IS APPROXIMATE AND REPRESENTS THE CENTERLINE OF THE 100' EASEMENT.
2. ALL LINEWORK IS FOR GRAPHIC PRESENTATION PURPOSES ONLY AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY BY TRIAD ENGINEERING.
3. SCALE IS APPROXIMATE.
4. T-LINE & POLES ALIGNED ALONG EASEMENT CENTERLINE



TRIAD
TRIAD ENGINEERING, INC.
WINCHESTER, VIRGINIA

EASEMENT AGREEMENT EXHIBIT FOR THE PROPERTY OF
E. E. HOTT, INC.
LIBERTY GAP WIND FORCE, LLC
LIBERTY GAP WIND FORCE PROJECT
PENDLETON COUNTY, WEST VIRGINIA

MLW
Drawn by
Checked by

Date:
06-01-2005
File:
20-9(FINAL).JPG

Job No.:
07-04-0448
Scale: 1"=500'

EXHIBIT
B

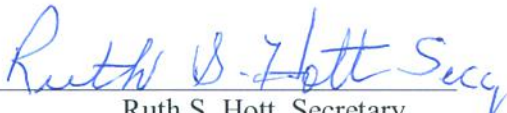
**RESOLUTION OF E.E. HOTT, INC.
TO SELL EASEMENT**

Ruth S. Hott, the Secretary of E.E. Hott, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of West Virginia, certifies as follows:

At a meeting of the board of directors of this corporation, held at the office of the corporation at Franklin, West Virginia, on June 22, 2015, the following resolution was duly adopted:

It is resolved, that Jeffrey E. Hott, the President of the corporation is authorized to contract to sell, on the terms and conditions as he deems best, an easement for an overhead transmission line to Liberty Grap Wind Force, LLC over the land, or any right in and to the land, owned by the corporation, located in or adjacent to the Anderson Hill Subdivision in Pendleton County, West Virginia; it being the intention of this board to authorize the President to enter a contract to said easement, and, to execute any and all documents necessary to effect said sell, including the execution of said easement.

Esecuted on this 22ND day of June, 2015.



Ruth S. Hott, Secretary

Corporate Seal