

WIND PROJECT GOOD NEIGHBOR AGREEMENT

This WIND PROJECT GOOD NEIGHBOR AGREEMENT (this "**Agreement**") is

RECITALS

- A. WHEREAS, Grantor is the owner of a certain parcel of land located in the Town of Fremont, County of Steuben, State of New York, identified as Tax Map Parcel No. _____ being further described in a Deed recorded in the Steuben County Clerk's Office in Liber Number _____ N _____ being further legally described in Exhibit A attached hereto, and by this reference incorporated herein ("**Grantor's Property**");
- B. WHEREAS, Grantee is a wind farm developer that desires to develop an electric generating wind power project (the "**Wind Project**") in the Town of Fremont, Steuben County, New York (the "**Wind Project Property**"). Grantee expects that some of the Wind Project improvements, including but not limited to (a) wind turbine generators, including associated towers, foundations, and support structures (collectively the "**Generating Units**") and necessary appurtenances for the Wind Project will be installed on land adjacent to or near Grantor's Property; and
- C. WHEREAS, although no Generating Units are planned for Grantor's Property, Grantee wishes to obtain certain rights, waivers and privileges from Grantor, as well as from other landowners who are neighbors of the Wind Project, for the benefit of the Wind Project.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, and the terms and conditions set forth in this Agreement, Grantor and Grantee hereby agree as follows:

1. Agreement Consideration. As full and complete consideration for the rights, waivers and privileges granted hereunder, Grantee shall pay the following:
- a) Upon the signing of this Agreement, Grantee shall pay Grantor a signing bonus of Five Hundred Dollars, (\$500.00).
 - b) For each twelve (12) month period commencing on the date of Commencement of Construction (as hereinafter defined), Grantee shall pay Grantor an annual payment of One Thousand Five Hundred Dollars (\$1,500.00) per year. The payment of each

twelve month period shall be due within sixty (60) days after the Commencement of Construction date and each anniversary thereof during the term of this Agreement. "Commencement of Construction" shall mean the commencement of work consisting of the installation or construction of any wind turbines in the Wind Project for the particular phase of construction, but shall not include survey or wind measurement work, site clearing, the installation of fencing, temporary storage buildings or trailers, placement of equipment or construction materials on the Property or construction of roads. In no event shall the term of the Agreement exceed 49 years and Grantee has the right to terminate the Agreement at any time.

- c) Annual Payment Adjustment. The Annual Payment shall be subject to adjustment annually in proportion to the change in the CPI published by the United States Department of Labor, Bureau of Labor Statistics for all Urban Consumers, City Average, All Items ("CPI-U") for the twelve (12) months ending December 31 of the year prior to that year in which the adjustment is made.

2. Waiver of Local Land Use Regulations. Grantee's Generating Units may be closer to Grantor's residential structure(s), commercial structure(s) or property line(s) than allowed by the regulations set forth in any local Zoning, Building, Subdivision or Land Development laws, regulations and/or governmental approvals ("Setback Restrictions") and/or the Generating Units may exceed the noise limitations that may be imposed by any local Zoning, Building, Subdivision or Land Development laws, regulations and/or governmental approvals ("Noise Limitations").

As part of the compensation set forth in Section 1 above:

- a) Grantor hereby consents to Grantee's location of Generating Units at any adjacent properties, including at or near the Property lines of the Property.
- b) To the extent that Grantee leases or holds an easement or lease over land adjacent to Grantor and has installed or constructed or desires to install or construct Generating Units on said land at and/or near the common boundary between the Property and said adjacent land, Grantor hereby waives the Setback Requirements and Noise Limitations standard that may exceed the standard set forth above.
- c) At Grantee's request, Grantor shall, without demanding consideration therefore, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Grantee in connection therewith, and (ii) return the same thereto within ten (10) days after such request.

3. Grantor's Reserved Rights. Nothing contained in this Agreement shall limit Grantor's right to use Grantor's Property for any residential, recreational and/or commercial use, provided same does not unreasonably interfere with the Wind Project. Grantor may sell, mortgage, assign or convey away all or part of Grantor's interest in Grantor's Property without consent of Grantee, but any conveyance shall be subject to the terms of this Agreement.

4. Project Impact. Grantee recognizes that Grantor due to its location next to construction areas may be inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Grantor or require Grantor to travel by unaccustomed routes to avoid construction traffic. Grantor acknowledges Grantee has informed Grantor of the potential impacts of construction and agrees the compensation provided in this Agreement is adequate for the impacts described.
5. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Agreement is governed by, and shall be construed in accordance with, the laws of the state of New York.

[Signatures on following page]