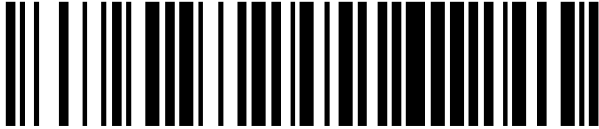




GENESEE COUNTY – STATE OF NEW YORK
MICHAEL T. CIANFRINI, COUNTY CLERK
15 MAIN STREET, BATAVIA, NEW YORK 14020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: DE2024-1892

Receipt#: 22385
Clerk: SG
Rec Date: 12/19/2024 09:46:23 AM
Doc Grp: D
Descrip: AGMT REC'D IN DEEDS
Num Pgs: 13
Rec'd Frm: NextEra Energy Resources, LLC

Party1: CARNES RICHARD W
Party2: EXCELSIOR ENERGY CENTER LLC
Town: BYRON
6.-1-17

Recording:

Cover Page	5.00
Recording Fee	80.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 110.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 110.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 745
Exempt
Consideration: 0.00

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC INGE

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a (5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF
NEW YORK.

Michael T. Cianfrini
Michael T. Cianfrini
Genesee County Clerk

AFTER RECORDING RETURN TO

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

(This space reserved for recording information)

OPTION AND COLLECTION EASEMENT

THIS OPTION AND COLLECTION EASEMENT ("**Agreement**") is hereby granted and conveyed this 5 day of December, 2024 ("**Effective Date**") by and between Richard W. Carnes joined by his consenting spouse Lisa Carnes, whose mailing address is 7282 Caswell Road, Byron, New York 14422 ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company, whose mailing address is 700 Universe Boulevard, Juno Beach, FL 33408; Attn: Land Services Administration ("**Operator**"). Owner and Operator are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

A. Owner is the owner of a certain tract of real property located in Genesee County, New York more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

B. Owner desires to grant and convey to Operator an option to acquire easements for the construction, operation and maintenance of the following facilities for the collection and transmission of electric power over and across a certain portion of the Property for the Excelsior Solar Energy Center ("**Project**"), a solar project that Operator intends to develop in Genesee County, New York.

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.

a. The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

b. During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species

assessments and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Owner's use of the Property.

c. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**"). Along with the Option Notice, Operator shall deliver to Owner a proposed plan showing the contemplated location and route of the Easements ("**Easement Area**") which shall serve as the **Exhibit B** to this Agreement. Operator may record the Option Notice and the **Exhibit B** in the County where the Property is located.

d. If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** The easements described in Sections 2(a) and 2(b) shall collectively be referred to as the "**Easements**".

a. On the Commencement Date, Owner does hereby grant, bargain, sell and convey unto Operator, an easement [which shall be a maximum of fifty (50) feet in width] under, over and along the Easement Area for the purposes of erecting, constructing, replacing, removing, maintaining and utilizing, buried electrical cables or a line of towers and/or poles, with such wires and/or cables, for the transmission of electrical energy and telecommunications, and all necessary and proper foundations, footings, cross arms, junction boxes, and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Collection Facilities**"); together with the right of ingress to and egress from the Collection Facilities over and along the Property. While installing the Collection Facilities, Operator shall be permitted to use an additional twenty-five (25) feet in width adjacent to the Easement Area for purposes of construction.

b. On the Commencement Date, Owner grants to Operator an easement for audio, visual, view, light, flicker, sound, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other normal and reasonable effects on the Property attributable to the Project.

3. **Ownership.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements.

4. **Interference.** Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon or near the Easement Area which would impair any of Operator's rights in this Agreement. Owner shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Operator shall have the right, without compensation to Owner, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Operator deems a threat or potential threat to the Facilities or its rights in this Agreement. Owner shall not grant or permit any person(s) claiming through Owner, other than Operator, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the

prior written consent of Operator in each instance, which consent Operator may grant, withhold or deny in its sole discretion. This paragraph, however, shall not prevent Owner, or any subsequent owner or occupant of the Property, from using the Easement Area for ingress or egress to the Property and for maintenance of a basic household garden following completion of the installation of the Collection Facilities, so long as such use does not interfere with Operator's Easements.

5. **Term.**

(a) The initial term of the Agreement ("**Initial Term**") shall commence on the Commencement Date and end twenty (25) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Term of this Agreement for two (2) consecutive terms of twelve (12) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Term**") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Extended Term shall begin on the expiration date of the Initial Term or previous Extended Term. The Initial Term and the Extended Term shall collectively be referred to as the "**Term**".

(b) Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner. Upon termination of the Agreement, Operator shall remove all physical material pertaining to the Facilities to a depth of thirty-six inches (36") beneath the soil surface, and restore the area formerly occupied by the Facilities to substantially the same physical condition that existed immediately before the installation of the Facilities. Removal shall be at the sole cost and expense of Operator, and shall be completed within sixty (60) days after written notice of termination is delivered to Owner.

6. **Mortgage.** Operator may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property. These various security interests in all or a part of the Property are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Operator's rights and obligations hereunder and Owner shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Owner.

7. **Assignment & Sublease.** Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of its interest in the Property, on either an exclusive or a non-exclusive basis, or to grant subleases, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any Assignment by Operator of its interests in this Agreement shall release Operator from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. Notice of assignment, including the identity and notice address for the Assignee, shall be given to Owner within sixty (60) days after any assignment.

8. **Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Owner has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner represents and warrants that, except as disclosed to Operator in writing, to the best of Owner's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Owner's ownership of the Property. Owner shall not violate in a material way any Environmental Law relating to the Property.

9. **Indemnity & Insurance.** Operator acknowledges and agrees that it shall hold Owner and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Operator exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Operator to maintain its Facilities. Operator acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry, and shall provide proof of same upon written request from Owner.

10. **Exclusivity.** As of the Commencement Date, Operator shall have the exclusive right (i) to use and possess the Easement Area in connection with the Project; (ii) to use and convert all of the sunlight resources within the Easement Area; and (iii) to undertake such other activities within the Easement Area that may be related to the Project, including, without limitation, the storage of materials and equipment during the installation and construction of the Facilities only; and development and operation of communications systems. This exclusivity, however, shall not prevent Owner, or any subsequent owner or occupant of the Property, from using the Easement Area for ingress or egress to the Property, so long as such use does not interfere with Operator's Easements.

11. **Taxes.** Owner shall be responsible for paying all real property taxes on the Property, however, any increase in Owner's taxes attributable to Operator's installation of the Collection Facilities or other increase arising from this Agreement shall be paid by Operator. Operator shall be responsible for any and all other taxes, assessments or levies attributable to this Agreement or Collection Facilities.

12. **Condemnation.**

12.1 **Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Easement Area or all of the Collection Facilities thereon, for any public use or otherwise, then the interests and obligations of Operator under this Agreement in or affecting the Easement Area shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Easement Area or the Collection Facilities thereon, (ii) the date that Operator is, in its sole judgment, no longer able or permitted to operate the Collection Facilities on the Easement Area in a commercially viable manner, or (iii) the date

of the condemnation judgment. Operator shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement.

12.2 **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

(a) Any portion of the award by the court on account of any cost or loss that Operator may sustain in the removal and relocation of Collection Facilities, to Operator;

(b) Any portion of the award by the court for Operator's anticipated or lost revenues or profits, to Operator;

(c) Any portion of the award by the court for Owner's lost revenues, to Owner;

(d) All remaining amounts of the award, to Owner or Operator consistent with applicable New York law.

13. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

14. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

15. **Default and Remedies.**

15.1 **Operator Default.** If Operator shall fail to pay any amounts set forth in Compensation Agreement which failure continues for more than thirty (30) days from receipt of written notice from Owner that such amount is due, then Operator shall be in default ("**Operator Default**") and Owner shall have the following remedies:

15.1.1 **Collection of Payments.** With or without terminating this Agreement, Owner may file a lawsuit against Operator to collect any unpaid amounts set forth in Compensation Agreement together with interest thereon that accrues during the continuance of the Operator Default, calculated at a rate ("**Default Rate**"), which is the lesser of (i) the prime interest rate at JP Morgan Chase Bank (or its successor) plus two percent (2%) per annum, or (ii) the

maximum lawful rate.

15.1.2 **Terminate Agreement.** Owner may not terminate this Agreement because of any Operator Default without first giving Operator written notice of its intention to terminate the Agreement ("**Termination Notice**"), to be effective on a date to be specified by Owner that is at least thirty (30) days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Operator fails to pay the amount required to cure the Operator Default (including interest at the Default Rate that accrues during the continuance of the Operator Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Operator with respect to the Operator Default and interest payable with respect thereto); (ii) the removal of the Improvements by Operator and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 15.1.2 is subject to and conditioned upon Owner giving any Operator Mortgagee written notice and opportunity to cure the Operator Default.

15.2 **Owner Default.** Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within thirty (30) days after receiving notice thereof from Operator (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Owner fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("**Owner Default**"). Upon the occurrence of an Owner Default, Operator shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (ii) pursue any and all other action or remedies that may be available to Operator at law or in equity, including but not limited to all loss or damage which Operator may suffer by reason of a termination of this Agreement.

16. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. For the purposes of this Agreement, and any claim or action arising therefrom, Operator consents to personal jurisdiction in the State of New York.

17. **Successors & Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later

in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

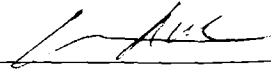
19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

20. **Compensation.** The compensation due by Operator to Owner for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

[Signatures follow on next page]

EXECUTED effective the day and year first hereinabove written.

Owner:


Richard W. Carnes


Lisa Carnes, Consenting Spouse

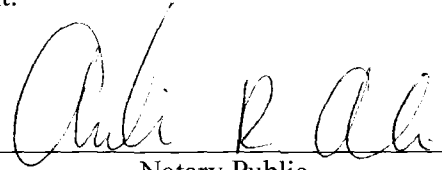
ACKNOWLEDGEMENT

STATE OF NEW YORK)
 :SS.
COUNTY OF GENESEE)

On the 18 day of November, in the year 2024, before me, the undersigned, personally appeared Richard W. Carnes and Lisa Carnes, 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 he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANNELIESE RAE ALIASSO
Notary Public in the State of New York
Qualified in Onondaga Co. No. 02AL6378946
My Commission Expires ~~August 6, 20~~

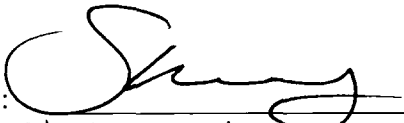
10/18/24


Notary Public

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC, -
a Delaware limited liability company

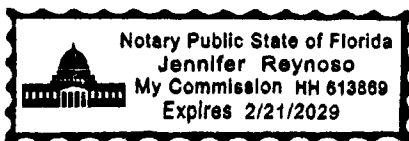
By: 
Stuart McCurdy, Assistant Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization**, this 5 day of December, 2024 by Stuart McCurdy Assistant Vice President of Excelsior Energy Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)




NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 2-21-29

EXHIBIT A

Legal Description of Property

The land referred to in the Commitment is described as follows:

ALL that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, being known as part of the north half of Lot No. 52, Township 1 of the 100,000 acre or Connecticut Tract bounded as follows:

BEGINNING at a point in the east line of said lot in the center of a highway which point is 12 chains 7 links south of the northeast corner of said lot and which point is the southeast corner of the parcel of land lastly described in a deed dated May 9, 1931 from Milner to Green and recorded in the Genesee County Clerk's Office in Liber 266 of deeds at page 497;

THENCE Northerly along said center line of said road 160 feet;

THENCE Westerly and parallel to the north bounds of said lot 200 feet;

THENCE Southerly and parallel to the center line of said road 150 feet;

THENCE Easterly along the south bounds of the parcel lastly described in the deed dated May 9, 1931 to the place of beginning.

ALSO ALL that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, being known as part of the north half of Lot No. 52, Township No. 1 of the 100,000 Acre or Connecticut Tract bounded as follows:

BEGINNING at the northeast corner of the premises described in a deed from Gwendolen D. Green to Francis and Marian Shepard, dated June 23, 1958 and recorded in the Genesee County Clerk's office in Liber 326 of deeds at page 141, which point is in the center of the so-called Caswell Road;

THENCE Northerly along the center line of said road a distance of 75 feet;

THENCE Westerly and parallel to the north bounds of said lot, 300 feet;

THENCE Southerly and parallel to the center line of said road 225 feet;

THENCE Easterly 100 feet to the southwest corner of the lands described in said deed recorded in Liber 326 of deeds at page 141;

THENCE Northerly along the west bounds of lands described in said deed to the northwest corner thereof 150 feet;

THENCE Easterly along the north bounds of the lands described in said deed a distance of 200 feet to the place of beginning, containing land more or less.

ALSO ALL that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, being known as part of the south part of Lot 52, Township No. 1 of the 100,000 Acre or Connecticut Tract bounded as follows:

BEGINNING at the northeast corner of the will D. Caswell Property as described in Liber 211 of Book of Deeds at page 384, such point being the centerline of the so-called Caswell Road, and such point also being the southeast corner of the Francis D. and Marian D. Shepard Property as described in Liber 326 of Book of Deeds at page 141;

PROCEED THENCE in a southerly direction along the centerline of said road for a distance of 125 feet to a point;

PROCEED THENCE in a westerly direction along a line parallel to the north line of the Will D. Caswell Property for a distance of 325 feet to a point;

PROCEED THENCE in a northerly direction along a line parallel to the centerline of the Caswell Road to the point of intersection with the north line of the Will D. Caswell Property;

PROCEED THENCE in an easterly direction along said north property line to the POINT OF BEGINNING, containing 0.933 acres more or less.

ALSO all that tract or parcel of land, situate in the Town of Byron, County of Genesee and State of New York, being known as part of the north half of Lot No. 52, Township No. 1 of the 100,000 Acre or Connecticut Tract bounded as follows:

BEGINNING at the northeast corner of the premises described in Deed from Gwendolen D. Green to Francis and Marian Shepard dated February 25, 1963 and recorded in the Genesee County Clerk's Office in Liber 360, Book of Deeds at page 466, which point is the center of the so-called Caswell Road,

THENCE Northerly along the center line of said road a distance of 389 feet to a point;

PROCEED THENCE along a line at a bearing of South 70 degrees 45 minutes West for a distance of 162 feet to a point;

PROCEED THENCE along a line at a bearing of South 22 degrees 10 minutes West for a distance of 30 feet to a point;

PROCEED THENCE along a line at a bearing of North 76 degrees 50 minutes West for a distance of 100 feet to a point;

PROCEED THENCE along a line at a bearing of South 88 degrees 50 minutes West for a distance of 168 feet to a point;

PROCEED THENCE along a line at a bearing of South 28 degrees 43 minutes West to the point of intersection with the south line of the Gwendolen D. Green Property;

PROCEED THENCE in an easterly direction along this south line to the point of intersection with the southwest corner of the Francis D. and Marian D. Shepard property described in Liber 360 of Book of Deeds at page 466;

PROCEED THENCE North along Shepard's west line 225 to a point;

PROCEED THENCE in an easterly direction along the north line of this same Shepard property to the point of BEGINNING, containing 5.77 acres more or less.

SF ID: AG-0000017736

EXHIBIT B

Depiction of Easement Area

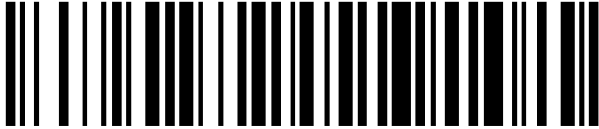
[To be provided with Option Notice]



GENESEE COUNTY – STATE OF NEW YORK
MICHAEL T. CIANFRINI, COUNTY CLERK
15 MAIN STREET, BATAVIA, NEW YORK 14020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: DE2024-1899

Receipt#: 22413
Clerk: SG
Rec Date: 12/19/2024 12:49:22 PM
Doc Grp: D
Descrip: AGMT REC'D IN DEEDS
Num Pgs: 11
Rec'd Frm: NEXTERA ENERGY RESOURCES, LLC

Party1: KOTA JASON M
Party2: EXCELSIOR ENERGY CENTER LLC
Town: BYRON
7.-1-84

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 100.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 100.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 752
Exempt
Consideration: 0.00

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC INGE

WARNING***

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Michael T. Cianfrini

Michael T. Cianfrini
Genesee County Clerk

AFTER RECORDING RETURN TO

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

(This space reserved for recording information)

OPTION AND COLLECTION EASEMENT

THIS OPTION AND COLLECTION EASEMENT ("**Agreement**") is hereby granted and conveyed this 12 day of December, 2024 ("**Effective Date**") by and between Jason M. Kota and Nancy H. Kota, husband and wife, whose mailing address is 7118 Route 237, Byron, NY 14422 ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company, whose mailing address is 700 Universe Boulevard, Juno Beach, FL 33408; Attn: Land Services Administration ("**Operator**"). Owner and Operator are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

A. Owner is the owner of a certain tract of real property located in Genesee County, New York more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

B. Owner desires to grant and convey to Operator an option to acquire easements for the construction, operation and maintenance of the following facilities for the transmission of electric power over and across a certain portion of the Property for the Excelsior Solar Energy Center ("**Project**"), a solar project that Operator intends to develop in Genesee County, New York.

1. **Option**. Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.

a. The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

b. During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided that such activities do not

unreasonably interfere with Owner's use of the Property.

c. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**"). Along with the Option Notice, Operator shall deliver to Owner a proposed plan showing the contemplated location and route of the Easements ("**Easement Area**") which shall serve as the **Exhibit B-2** to this Agreement. Operator may record the Option Notice and the **Exhibit B-2** in the County where the Property is located. The Parties acknowledge the current proposed location of the Collection Facilities are depicted on **Exhibit B-1**. Substantial deviation from the proposed location shall be agreed upon in writing by the Parties.

d. If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** The easements described in Sections 2(a) and 2(b) shall collectively be referred to as the "**Easements**".

a. On the Commencement Date, Owner does hereby grant, bargain, sell and convey unto Operator, an easement [which shall be a maximum of fifty (50) feet in width] under, over and along the Easement Area for the purposes of erecting, constructing, replacing, removing, maintaining and utilizing, buried electrical cables for the transmission of electrical energy and telecommunications, and all necessary and proper foundations, footings, cross arms, junction boxes, and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Collection Facilities**"); together with the right of ingress to and egress from the Collection Facilities over and along the Property. While installing the Collection Facilities, Operator shall be permitted to use a maximum of twenty-five (25) additional feet in width adjacent to the Easement Area divided in Operator's discretion for purposes of construction.

b. On the Commencement Date, Owner grants to Operator an easement for audio, visual, view, light, flicker, sound, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other normal and reasonable effects on the Property attributable to the Project.

3. **Ownership.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon or near the Easement Area which would impair any of Operator's rights in this Agreement. Owner shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Operator shall have the right, without compensation to Owner, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Operator

deems a threat or potential threat to the Facilities or its rights in this Agreement. Owner shall not grant or permit any person(s) claiming through Owner, other than Operator, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Operator in each instance, which consent Operator may grant, withhold or deny in its sole discretion.

5. **Term.**

(a) The initial term of the Agreement ("**Initial Term**") shall commence on the Commencement Date and end twenty (25) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Term of this Agreement for two (2) consecutive terms of twelve (12) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Term**") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Extended Term shall begin on the expiration date of the Initial Term or previous Extended Term. The Initial Term and the Extended Term shall collectively be referred to as the "**Term**".

(b) Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner. Upon termination of the Agreement, Operator shall remove all physical material pertaining to the Facilities to a depth of thirty-six inches (36") beneath the soil surface, and restore the area formerly occupied by the Facilities to substantially the same physical condition that existed immediately before the installation of the Facilities.

6. **Mortgage.** Operator may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property. These various security interests in all or a part of the Property are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Operator's rights and obligations hereunder and Owner shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Owner.

7. **Assignment & Sublease.** Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of its interest in the Property, on either an exclusive or a non-exclusive basis, or to grant subleases, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any Assignment by Operator of its interests in this Agreement shall release Operator from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

8. **Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Owner has not received any notice or other communication from

any governmental authorities alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner represents and warrants that, except as disclosed to Operator in writing, to the best of Owner's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Owner's ownership of the Property. Owner shall not violate in a material way any Environmental Law relating to the Property.

9. **Indemnity & Insurance.** Operator acknowledges and agrees that it shall hold Owner and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Operator exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Operator to maintain its Facilities. Operator acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

10. **Exclusivity.** Operator shall have the exclusive right (i) to use and possess the Property in connection with the Project; and (ii) to undertake such other activities on the Property that may be related to the Project, including, without limitation, the storage of materials and equipment during the installation and construction of the Facilities; and development and operation of communications systems.

11. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

12. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this agreement shall be to the court of competent jurisdiction.**

14. **Successors & Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

17. **Compensation.** The compensation due by Operator to Owner for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

18. **Taxes.**

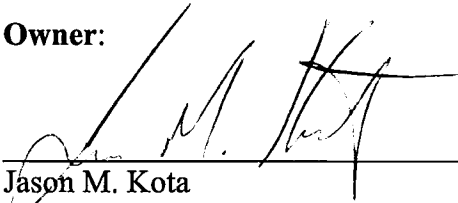
18.1 **Owner's Taxes.** Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("**Taxes**") levied or assessed against the Owner's Property and all improvements thereon by governmental authorities, other than Operator's Taxes referenced in Section 18.2 (Taxes, excepting Operator's Taxes, "**Owner's Taxes**").

18.2 **Operator's Taxes.** Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 18.2, Operator shall pay prior to delinquency any personal property taxes on Improvements and/or any taxes that were directly attributable to the Collection Facilities installed by Operator ("**Operator's Taxes**"). Operator shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Owner's Property. Owner shall submit the annual statement for Taxes to Operator within a reasonable time after the date Owner receives the statement from the taxing authority. Operator may elect to have the statement for Taxes sent directly to Operator. In such event, Operator shall pay all Operator's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Operator Owner's Taxes prior to delinquency (or Operator may pay Owner's Taxes and offset such amount against the Payments). If Operator receives such statement directly, Operator shall submit a copy of the statement for Taxes to Owner within thirty (30) days after the date Operator receives the statement from the taxing authority.

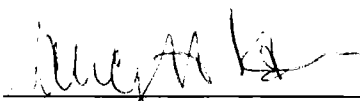
[Signatures follow on next page]

EXECUTED effective the day and year first hereinabove written.

Owner:



Jason M. Kota



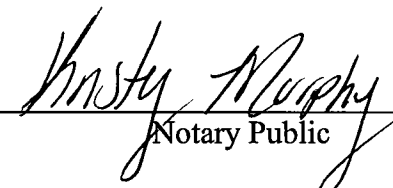
Nancy H. Kota

ACKNOWLEDGEMENT

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

On the 27th day of November, in the year 2024, before me, the undersigned, personally appeared Jason M. Kota and Nancy H. Kota, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Kristy Murphy
Notary Public, State of New York
Reg. No. 01MU0002179
Qualified in Genesee County
Commission Expires March 03, 2027

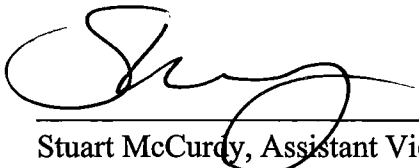


Notary Public

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC,
a Delaware limited liability company

By: 
Stuart McCurdy, Assistant Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization**, this 12 day of December, 2024 by Stuart McCurdy, as Assistant Vice President of Excelsior Energy Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)




NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 2-21-29

EXHIBIT A

Legal Description of Property

All that tract or parcel of land, situate in the Town of Byron, County of Genesee, State of New York, being part of Lots 29 and 30, Township 1 of the 100,000 Acre Tract and further described as follows:

Commencing at a point in the centerline of New York State Route 237, said point being S 17°-04' -49" E a distance of 540.00 feet from the intersection of said centerline with the North line of Lot 30; thence,

West a distance of 40.52 feet to an iron pin set on the West bounds of lands conveyed to the County of Genesee for highway purposes, as recorded in Liber 263 of Deeds at page 444, being the Southeast corner of lands formerly conveyed to James K. and Gertrude M. Keif as recorded in Liber 381 of Deeds at Page 155, also being the point of beginning of the parcel to be described; thence,

1) S 20°-30'-50" E along the West bounds of said lands conveyed to the County of Genesee, a distance of 95.73 feet to a point 33.00 feet West of the centerline of Route 237, measured at right angles from said centerline; thence

2) S 17°-04'-49" E along the assumed West bounds of Route 237, a distance of 662.25 feet to an iron pipe found on the North bounds of land now or formerly belonging to Robert D. Johnston and Honnyce Johnston, as recorded in Liber 490 of Deeds at Page 66; thence

3) N 89° -39' -41" N along the North bounds of said lands of Johnston, a distance of 539.44 to a wood post found at a Southeast corner of lands now or formerly belonging to Daniel and Pamela Kelley, as recorded in Liber 539 of Deeds at page 110; thence,

4) N 11°- 29' -32" W along the East bounds of said lands of Kelley and the East bounds of lands now or formerly belong to Cary L. Liles and Kathleen A. Wride, as recorded in Liber 590 of Deeds

at Page 121, a distance of 734.23 feet to an iron pipe found at the Southwest corner of the aforesaid lands of Keif; thence,

5) East along the South bounds of said lands of Keif, a distance of 457.66 feet to the point of beginning, containing 8.290 acres.

... is made subject to all easements, right of

QLA ID:23319 / 9

EXHIBIT B-1

Proposed Location of Collection Facilities

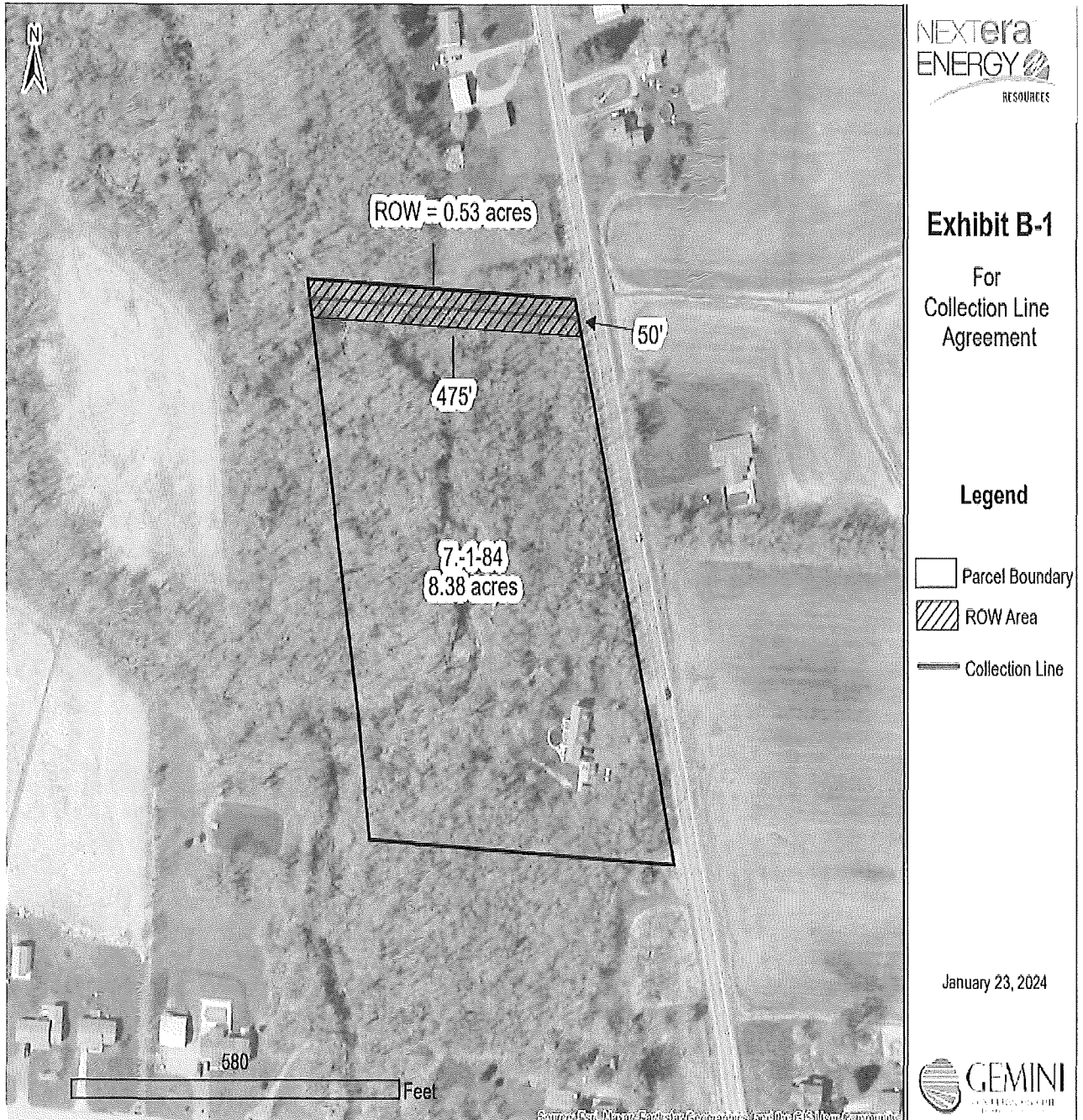


EXHIBIT B-2

Depiction of Easement Area

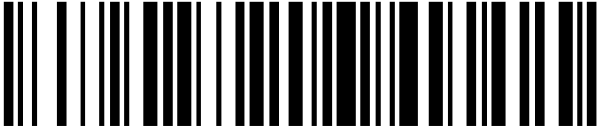
[To be provided with Option Notice]



GENESEE COUNTY – STATE OF NEW YORK
MICHAEL T. CIANFRINI, COUNTY CLERK
15 MAIN STREET, BATAVIA, NEW YORK 14020

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: DE2024-1309

Receipt#: 15831
Clerk: SG
Rec Date: 09/10/2024 03:30:37 PM
Doc Grp: D
Descrip: AGMT REC'D IN DEEDS
Num Pgs: 11
Rec'd Frm: NEXTERA ENERGY RESOURCES, LLC

Party1: LEGACY LANDS LLC
Party2: EXCELSIOR ENERGY CENTER LLC
Town: BYRON
7.-1-64.1

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 100.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 100.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 207
Exempt
Consideration: 0.00

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC INGE

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a (5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF
NEW YORK.

Michael T. Cianfrini
Michael T. Cianfrini
Genesee County Clerk

AFTER RECORDING RETURN TO

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

(This space reserved for recording information)

OPTION AND COLLECTION EASEMENT

THIS OPTION AND COLLECTION EASEMENT ("**Agreement**") is hereby granted and conveyed this 5 day of September, 2024 ("**Effective Date**") by and between Legacy Lands, LLC, a New York limited liability company, whose mailing address is 7275 Batavia Byron Road, Byron, NY 14422 ("**Owner**") and Excelsior Energy Center, LLC, a Delaware limited liability company, whose mailing address is 700 Universe Boulevard, Juno Beach, FL 33408; Attn: Land Services Administration ("**Operator**"). Owner and Operator are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

A. Owner is the owner of a certain tract of real property located in Genesee County, New York more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

B. Owner desires to grant and convey to Operator an option to acquire easements for the construction, operation and maintenance of the following facilities for the collection and transmission of electric power over and across a certain portion of the Property for the Excelsior Solar Energy Center ("**Project**"), a solar project that Operator intends to develop in Genesee County, New York.

1. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.

a. The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

b. During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species

assessments and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Owner's use of the Property.

c. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**"). Along with the Option Notice, Operator shall deliver to Owner a proposed plan showing the contemplated location and route of the Easements ("**Easement Area**") which shall serve as the **Exhibit B-2** to this Agreement. Operator may record the Option Notice and the **Exhibit B-2** in the County where the Property is located. The Parties acknowledge the current proposed location of the Collection Facilities are depicted on **Exhibit B-1**. Substantial deviation from the proposed location shall be agreed upon in writing by the Parties.

d. If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as provided herein shall automatically terminate.

2. **Easements.** The easements described in Sections 2(a) and 2(b) shall collectively be referred to as the "**Easements**".

a. On the Commencement Date, Owner does hereby grant, bargain, sell and convey unto Operator, an easement [which shall be a maximum of fifty (50) feet in width] under and along the Easement Area for the purposes of erecting, constructing, replacing, removing, maintaining and utilizing, buried electrical cables for the transmission of electrical energy and telecommunications, and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Collection Facilities**"); together with the right of ingress to and egress from the Collection Facilities over and along the Property. While installing the Collection Facilities, Operator shall be permitted to use an additional twenty-five (25) feet in width adjacent to the Easement Area for purposes of construction.

b. On the Commencement Date, Owner grants to Operator an easement for audio, visual, view, light, flicker, sound, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other normal and reasonable effects on the Property attributable to the Project.

3. **Ownership.** Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon or near the Easement Area which would impair any of Operator's rights in this Agreement. Owner shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Operator shall have the right, without compensation to Owner, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Operator

deems a threat or potential threat to the Facilities or its rights in this Agreement. Owner shall not grant or permit any person(s) claiming through Owner, other than Operator, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Operator in each instance, which consent Operator may grant, withhold or deny in its sole discretion.

5. **Term.**

(a) The initial term of the Agreement ("**Initial Term**") shall commence on the Commencement Date and end twenty (25) years after the Commencement Date, subject to the rights of renewal and termination as provided in this Agreement. Operator shall have the right to extend the Initial Term of this Agreement for two (2) consecutive terms of twelve (12) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Term**") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Extended Term shall begin on the expiration date of the Initial Term or previous Extended Term. The Initial Term and the Extended Term shall collectively be referred to as the "**Term**".

(b) Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement. Termination shall be effective thirty (30) days after written notice of such termination to Owner. Upon termination of the Agreement, Operator shall remove all physical material pertaining to the Facilities to a depth of thirty-six inches (36") beneath the soil surface, and restore the area formerly occupied by the Facilities to substantially the same physical condition that existed immediately before the installation of the Facilities.

6. **Mortgage.** Operator may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property. These various security interests in all or a part of the Property are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Operator's rights and obligations hereunder and Owner shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Owner.

7. **Assignment & Sublease.** Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of its interest in the Property, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any Assignment by Operator of its interests in this Agreement shall release Operator from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

8. **Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Owner has not received any notice or other communication from

any governmental authorities alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner represents and warrants that, except as disclosed to Operator in writing, to the best of Owner's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Owner's ownership of the Property. Owner shall not violate in a material way any Environmental Law relating to the Property.

9. **Indemnity & Insurance.** Operator acknowledges and agrees that it shall hold Owner and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Operator exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Operator to maintain its Facilities. Operator acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

10. **Exclusivity.** Operator shall have the exclusive right (i) to use and possess the Property in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Property; and (iii) to undertake such other activities on the Property that may be related to the Project, including, without limitation, the storage of materials and equipment during the installation and construction of the Facilities; and development and operation of communications systems.

11. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

12. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

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14. **Successors & Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

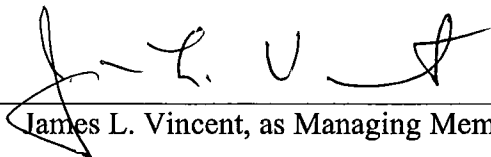
17. **Compensation.** The compensation due by Operator to Owner for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

[Signatures follow on next page]

EXECUTED effective the day and year first hereinabove written.

Owner:

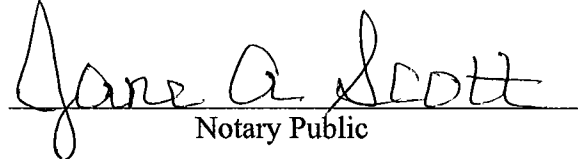
Legacy Lands, LLC,
a New York limited liability company

By: 
James L. Vincent, as Managing Member

ACKNOWLEDGEMENT

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

On the 3 day of June, in the year 2024, before me, the undersigned, personally appeared James L. Vincent, as Managing Member of Legacy Lands, LLC, a New York limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JANE A. SCOTT
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN GENESEE COUNTY
MY COMMISSION EXPIRES SEPT. 27, 2025

EXECUTED on the date set forth below.

Operator:

Excelsior Energy Center, LLC,
a Delaware limited liability company

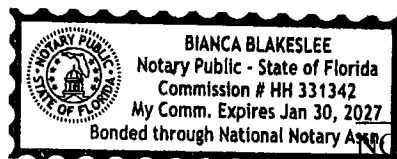
By: 
Anthony Pedroni, Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization**, this 5 day of September, 2024 by Anthony Pedroni, as Vice President of Excelsior Energy Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)





NOTARY PUBLIC, STATE OF FLORIDA
My commission expires: 1-30-2027

EXHIBIT A

Legal Description of Property

Also, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee, State of New York, being lot 31 of Township 1 of the 100,000 Acre Tract, so called, containing 98.6 acres more or less.

LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee and State of New York, distinguished as being Lot No. 31, of Township 1 of the 100,000 acre or Connecticut Tract, so called, bounded as follows:

BEGINNING at a P.K. nail on the centerline of Cockram Road 483.03 feet + easterly from the intersection of the centerline of Cockram Road with the west line of Lot 31, the west line of Lot 31 being the west line of lands belonging to Ronald St. John, Jr. as described in Liber 461 of deeds at page 941, said nail also being 2563.03 feet + easterly from the intersection of the centerline of Cockram Road with the centerline of Route 237, thence

- 1) N09-10E for a distance of 267.45 feet to an iron pipe, thence
- 2) S80-50E for a distance of 468.73 feet to an iron pipe, thence
- 3) S09-10W for a distance of 267.45 feet to a P.K. nail on the centerline of Cockram Road, thence
- 4) N80-50W and along the centerline of Cockram Road for a distance of 468.73 feet to the point of beginning.

Containing 2.8779 acres to centerline.

QLA ID: 23296

EXHIBIT B-1

Proposed Location of Collection Facilities

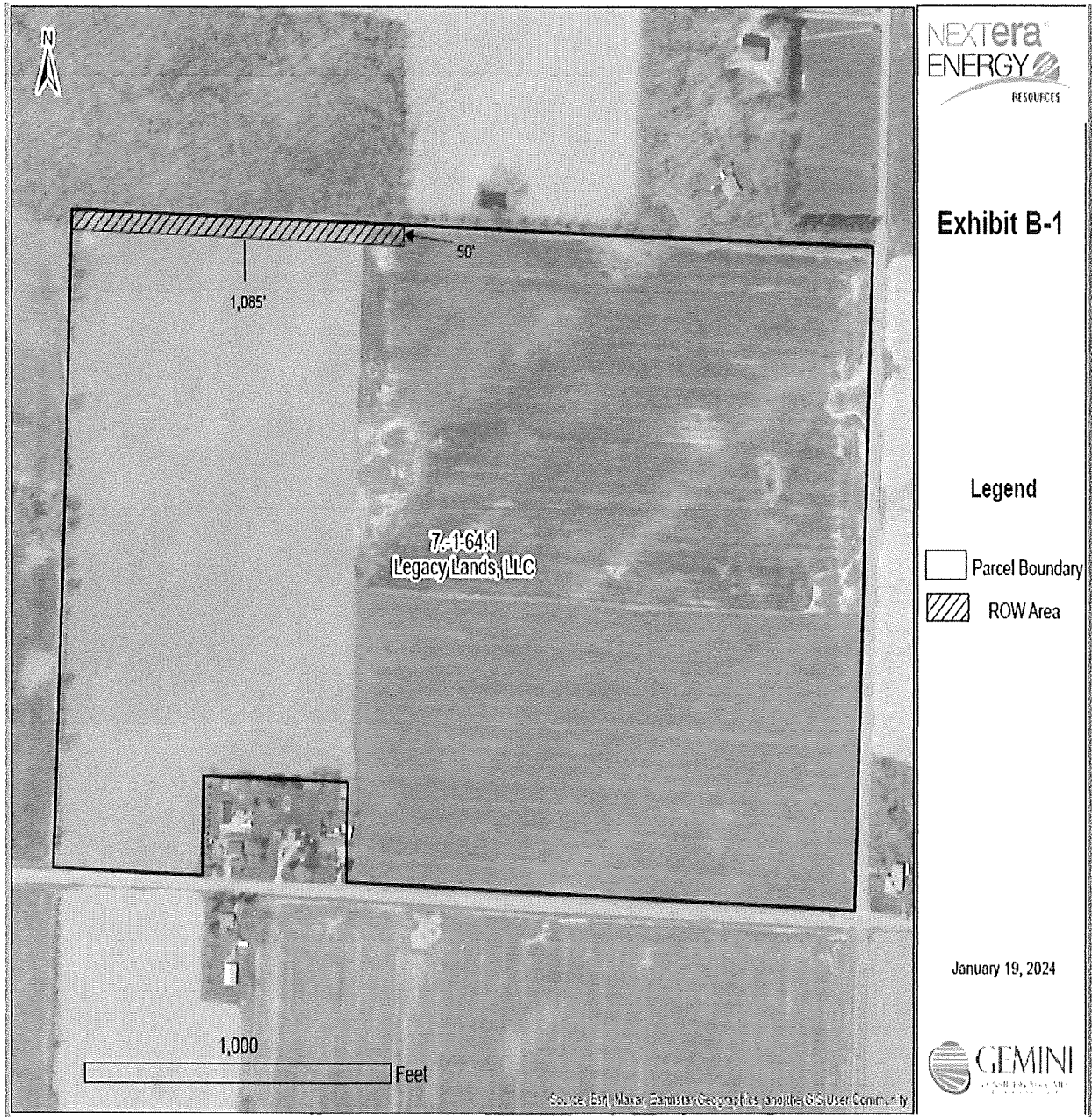


EXHIBIT B-2

Depiction of Easement Area

[To be provided with Option Notice]

AFTER RECORDING RETURN TO

NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 329-3770

(This space reserved for recording
information)

AMENDMENT TO OPTION AND COLLECTION EASEMENT

THIS AMENDMENT TO OPTION AND COLLECTION EASEMENT ("Amendment") is made this 27 day of January, 2024 ("Effective Date"), by and between Legacy Lands, LLC, a New York limited liability company, with an address of 7275 Batavia Byron Road, Byron, NY 14422 ("Owner" or "Grantor"), and Excelsior Energy Center, LLC, a Delaware limited liability company, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, FL 33408, Attn: Land Services Administration ("Operator" or "Grantee"). Owner and Operator are sometimes individually referred to as a "Party" and collectively, as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Option and Collection Easement dated September 5, 2024 and recorded on September 10, 2024 as Instrument No. DE2024-1309 in the Official Records of Genesee County, New York ("the "Agreement"), whereby Owner granted to Operator an option to acquire an easement for the collection and transmission of electric power over and across a certain portion of real property, more particularly described on Exhibit A attached to the Agreement ("Property"); and

WHEREAS, the Parties desire to amend the Agreement, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals, Capital Terms.** The foregoing recitations are true and correct, and are incorporated by reference as if fully set forth herein. The capitalized terms used herein shall be given the meaning ascribed in the Agreement, unless otherwise noted herein.

2. **Legal Description.** The Parties hereby amend **Exhibit A** and **Exhibit B-1** to the Agreement its entirety with **Exhibit A** and **Exhibit B-1** attached to this Amendment. Any future

references to the Property in the Agreement shall mean the Property legally described in **Exhibit A** to this Amendment.

3. **Ratification.** Except as expressly modified by this Amendment, the terms and provisions of the Agreement shall remain unmodified and are in full force and effect. The Parties hereby acknowledge and agree that as of the Effective Date of this Amendment, neither Party is aware of any default under the terms or provisions of the Agreement by the other Party, or of the occurrence of any event that with the giving of notice or passage of time will result in a default under the Agreement by such other Party.

4. **Conflicts.** This Amendment is part of and shall be construed in connection with the Agreement, to which reference should be made for additional rights and obligations of the Parties. The Amendment shall prevail in the event of any inconsistency between the terms of the Agreement, or any portion thereof, and the applicable terms of this Amendment.

5. **Counterparts.** This Amendment may be executed simultaneously or in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. **Governing Law.** This Amendment shall be governed by the Laws of the State of New York.

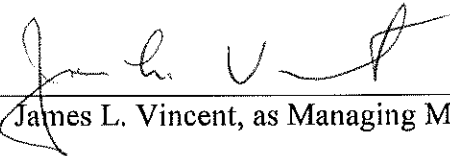
7. **Compensation.** The Parties hereby amend the compensation due by Operator to Owner for the Agreement as set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED on the date set forth below.

Owner:

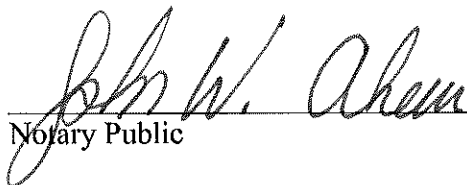
Legacy Lands, LLC,
a New York limited liability company

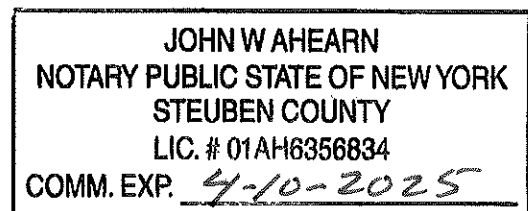
By: 
James L. Vincent, as Managing Member

ACKNOWLEDGEMENT

STATE OF NEW YORK)
 :SS.
COUNTY OF GENESEE)

On the 18 day of December, in the year 2024, before me, the undersigned, personally appeared James L. Vincent, as Managing Member of Legacy Lands, LLC, a New York limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

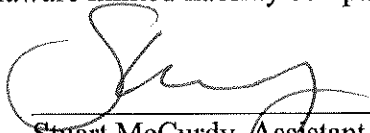

Notary Public



Operator:

Excelsior Energy Center, LLC,
a Delaware limited liability company

By:


Stuart McCurdy, Assistant Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me **by means of ☒ physical presence** or ☐ online notarization, this 27 day of January, 2024⁵ by Stuart McCurdy, as Assistant Vice President of Excelsior Energy Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.



(notary seal)

ALEXANDRA PATTEE GUINART
Notary Public
State of Florida
Comm# HH507190
Expires 7/24/2026


NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 7/24/2026

EXHIBIT A

Legal Description of Property

Parcel 1

Also, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee, State of New York, being lot 31 of Township 1 of the 100,000 Acre Tract, so called, containing 98.6 acres more or less.

LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee and State of New York, distinguished as being Lot No. 31 of Township 1 of the 100,000 acre or Connecticut Tract, so called, bounded as follows:

BEGINNING at a P.K. nail on the centerline of Cockram Road 483.03 feet + easterly from the interesection of the centerline of Cockram Road with the west line of Lot 31, the west line of Lot 31 being the west line of lands belonging to Ronald St. John, Jr. as described in Liber 461 of deeds at page 941, said nail also being 2563.03 feet + easterly from the intersection of the centerline of Cockram Road with the centerline of Route 237, thence

1) N09-10E for a distance of 267.45 feet to an iron pipe, thence
2) S80-50E for a distance of 468.73 feet to an iron pipe, thence
3) S09-10W for a distance of 267.45 feet to a P.K. nail on the centerline of Cockram Road, thence
4) N80-50W and along the centerline of Cockram Road for a distance of 468.73 feet to the point of beginning.

Containing 2.8779 acres to centerline.

Containing 94.2 acres

Parcel 2

All that parcel of land situate on Cockram and Byron-Stafford Roads, Lot 43, in the Town of Byron, County of Genesee, State of New York

LESS AND EXCEPT

THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, being the greater part of Lot No. 29 and the southwest part of Lot No. 30 of the 100,000 acre or Connecticut Tract, bounded as follows:

BEGINNING at the southwest corner of Lot No. 29; thence south 84 3/4 degrees east along the south line of said Lots, 44 chains 4 links to the center of the highway crossing said line; thence north 9 3/4 degrees west 6 chains 35 links along the center of the said highway; thence north 83 1/2 degrees west 8 chains 69 links; thence north 5 3/4 degrees west, 19 chains 13 links to the north line of Lot No. 29; thence north 84 1/4 degrees west along said line 29 chains 56 links to the center of the highway on the line of said lot; thence south 5 3/4 degrees west 24 chains 74 links along the said line to the place of beginning, containing 85.54 acres more or less.

Being the same premises conveyed to Mary M. Gilbert by James G. Todd and wife by Deed recorded in the Genesee County Clerk's Office in Liber 170 of Deeds at page 37, and being the same premises conveyed to James D. Benhan by Avery S. Gilbert and Harry C. Gilbert as surviving Executors of the last Will and Testament of Mary M. Gilbert, deceased.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Byron, County of Genesee and State of New York, distinguished as being Lot Number Thirty-One in Township Number One of the 100,000 Acre or Connecticut Tract, so called, containing ninety-eight and six hundredths acres of land, be the same more or less.

Also the west part of Lot Number Forty-three in said Township and tract and described as follows: Commencing on the west line of said lot at the northwest corner; thence east along the north line of said lot far enough that a line running from thence south across lot parallel with the west line thereof shall make one-half of said lot excepting ten acres containing forty acres of land, more or less.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee and State of New York, known and distinguished as the east part of Lot Number 43, in Township Number 1 of the One Hundred Thousand Acre Tract, so called, bounded as follows:

Beginning on the east line of said Lot, at the center of the highway, running west along the North line of said Lot, far enough that a line running north and south parallel with the East line of said Lot shall make in the East part, Ten (10) acres more than one-half of said Lot.

And being the same premises mentioned and described in two certain deeds both recorded in the Office of the Clerk of the County of Genesee in Liber 211 of Deeds at page 282 and in Liber 227 of Deeds at page 475.

EXCEPTING and reserving therefrom ALL THAT TRACT OR PARCEL OF LAND, being part of Lot 43, Township No. 1 of the 100,000 Acre Tract, Town of Byron, Genesee County, New York, bounded and described as follows:

Beginning at a P.K. nail on the centerline of Cockram Road, said nail being approximately 500. feet easterly from the intersection of the centerline of Cockram Road with the west line of Lot 43 and the west line of the Welch Farm, said nail also being approximately 2580. feet easterly from the intersection of the centerline of Cockram Road with the centerline of Route 237, thence

- 1) S80-50E and along the centerline of Cockram Road for a distance of 153.00 feet to a P.K. nail, thence
- 2) S09-10W for a distance of 284.71 feet to an iron pipe, thence
- 3) N80-50W for a distance of 153.00 feet to an iron pipe, thence
- 4) N09-10E for a distance of 284.71 feet to the point of beginning.

Containing 1.000 acre to centerline.

Containing 96.3 acres

SF ID: AG-0000017731

EXHIBIT B-1

Proposed Location of Collection Facilities

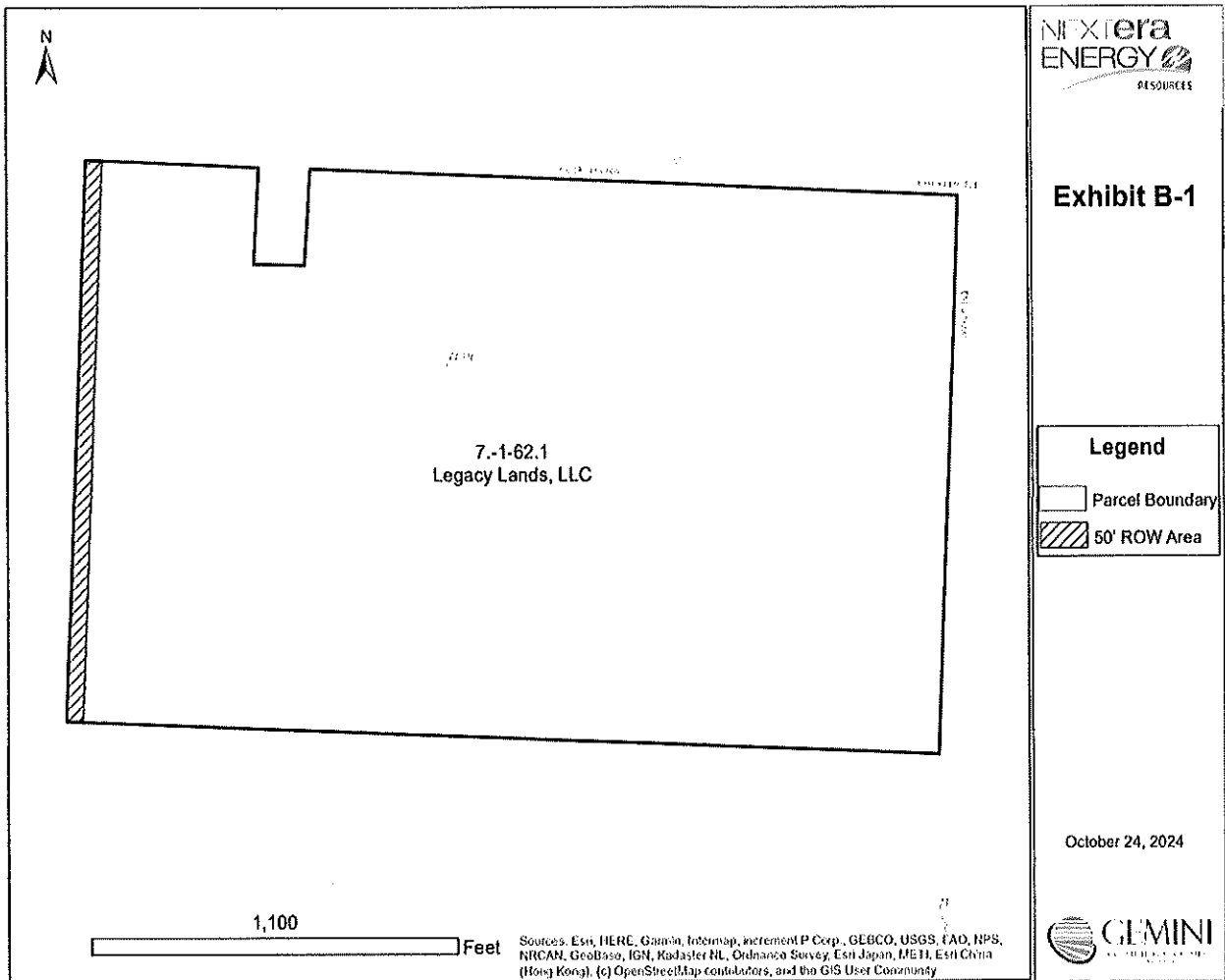
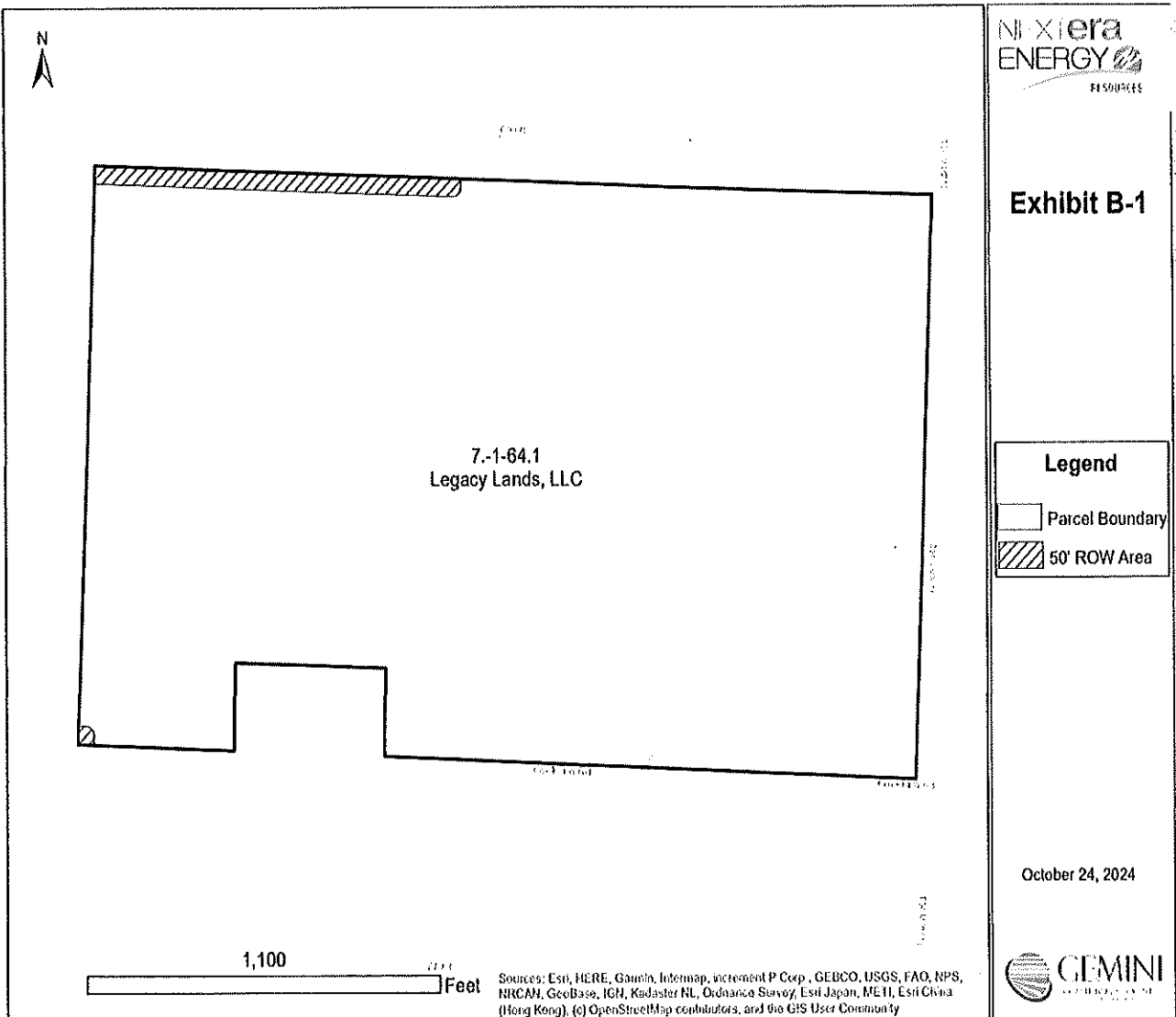


EXHIBIT B-1

Proposed Location of Collection Facilities



TP-584 Continuation Sheet

Grantor: Legacy Lands, LLC

Location and description of additional property conveyed:

Tax map designation – Section, block & lot <i>(include dots and dashes)</i>	SWIS code (six digits)	Street address	City, town, or village	County
7.-1-62.1	183000	Cockram Rd	Byron	Genesee