

Contract

Underground Line Easement

THIS UNDERGROUND LINE EASEMENT (Easement Agreement") made the _____ day of _____, 2008 by and between

of the _____ of _____, County of _____, State of New York, hereinafter called the "Grantor" and WINDFARM PRATTSBURGH, LLC, a Delaware Limited Liability Company, having its mailing address at c/o UPC Wind Management, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459, hereinafter referred to as the "Company."

WITNESSETH

That the Grantor in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted and released and does hereby grant and release to the Company, its successors and assigns, the exclusive and permanent right of way and easement to build, rebuild, relocate, operate, repair, maintain, renew and at their pleasure remove underground transmission lines for purposes of transmitting electricity, communication systems, including cables, conduit, wires, pedestals, closures, handholes, transformers, pipe and pipelines and such other appurtenant or supporting apparatus, structures or markers as the Company, or such successors or assignees, may now or shall from time to time hereafter deem necessary for the transmission and distribution of electricity and the rendition of communication service upon, under, through and across strips of lands twenty five (25) feet in width from the border of the Grantor's property and continuing along the public right of way within certain property owned in fee by the Grantor located in tax map # _____, and recorded in Book _____ Page _____ of the registry of deeds, such strip of land as further described in the metes and bounds attached hereto as Exhibit A, provided however, Grantee will endeavor in good faith to install and maintain the underground transmission line within the existing public right of way.

It being the understanding of the parties hereto that the exclusive and permanent right of way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip and to prohibit surface or subsurface structures or otherwise which might damage or interfere with the operation and maintenance of the Company's facilities without the prior written consent of the Company, but is not intended to prohibit crossings of said easement strip so long as said crossings do not damage or interfere with the operating and maintenance of the Company's facilities.

Grantee may freely assign, mortgage, encumber, sublease, license or otherwise convey all or any portion of its interests under this Easement Agreement (collectively, a "Transfer") without obtaining the consent of Grantor. No Transfer by Grantee shall be affected by a cancellation or termination of this Easement Agreement and Grantor shall recognize the rights of the assignee or transferee thereunder, provided only that such assignee or transferee attorn to Grantor upon its request. Any assignee or transferee shall have the same rights as Grantee pursuant to this Easement Agreement with respect to any further Transfer of its interest in this Easement Agreement.

Grantor also conveys to the Company the right of way and easement for the passage of persons, vehicles and machines as shall be deemed necessary for construction, installation, maintenance and removal of the Company's facilities and as a covenant running with the land hereby for the Grantor, its successors and assigns, and releases the Company from any and all claims of damages to the property or lands within the bounds of said easement strip.

Grantor agrees with the Company, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the existing grade of the above-described easement area following the installation of the Company's facilities will remain undisturbed and unchanged.

And said Grantor covenants as follows: First, that the Company shall quietly enjoy the said premises; and, Second, that said Grantor will forever warrant the title to said premises.

Grantee shall have the right, at its costs and expense, to record this Easement Agreement in the real property records of _____ County, New York.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this _____ day of _____, 2008.

By: _____
Title

State of New York)
)
County of _____) ss.:

On this _____ day of _____, 2008, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the forgoing Instrument and s/he acknowledged to me that s/he executed the same.

Notary Public

Exhibit A

The center line of said easement strips being the front (street) line of all lots owned by the Grantor situate in Farm Lot No. _____, _____ of _____, County of _____, and indicated upon the survey map of the Grantor's subdivision entitled _____, _____, No. _____, filed the _____ day of _____, 2008 in the Office of the County Clerk of the County of _____, State of New York, or attached hereto and made a part hereof, including the right to extend lateral service lines to all buildings now or hereafter constructed upon lots abutting said easement strips with the further right to cut roots or remove any trees, shrubs, or other obstructions within or adjacent to the easement area herein described and along lateral service lines, as shall be reasonably necessary to keep cables, conduit, pipes, wires and other appurtenant apparatus free from interference.

Memorandum of Understanding

THIS Memorandum of Understanding is made the _____ day of _____, 2008 (the "Effective Date") by and between

_____ of the _____ of _____, County of _____, State of New York, hereinafter called the "Grantor" and WINDFARM PRATTSBURGH, LLC, a Delaware Limited Liability Company, having its mailing address at c/o UPC Wind Management, LLC, 85 Wells Ave, Suite 305, Newton, MA 02459, hereinafter referred to as the "Company" (the Grantor and the Company hereinafter collectively referred to as the "Parties").

WHEREAS, as of the Effective Date, the Grantor conveyed to the company certain rights as further described in the Underground Line Easement attached hereto as Schedule 1 for purposes of conveying to the Company the right and title to an easement to install underground transmission line on the Grantor's property as further described therein (the "Easement"); and

WHEREAS, the Parties wish to execute this Memorandum of Understanding to clarify compensation and consideration paid by the company to the Grantor for the Easement; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound, the Parties agree as follows:

1.0 Compensation. Company shall pay to Grantor One Hundred Dollars (\$100.00) within fifteen (15) days of the Effective Date, and an additional payment of Two Dollars (\$2.00) per linear foot of Easement property payable within fifteen (15) days of commencement of construction within the Easement area, the sufficiency of which the Grantor hereby acknowledges.

2.0 Recording. Grantor acknowledges and agrees that Company shall have the right to record the Easement agreement in the county land records upon completion of the metes and bounds description by the surveyor of the right of way extending twenty five (25) feet from the border of the Grantor's property and continuing along the public right of way, provided however, Grantee will endeavor in good faith to install and maintain the underground transmission line within the existing public right of way.

3.0 Nonrecordability of this Memo. Grantor shall not record this Memo without Grantee's express prior written consent, which consent may be withheld in Grantee's sole discretion.

4.0 Confidentiality. Grantor shall keep the content of this Memo strictly confidential and shall not disclose such confidential information to any person or entity, except as may be required by law.

IN WITNESS WHEREOF, the Parties set their hand to execute this Memorandum of Understanding as of the above date.

WITNESS

GRANTOR

By: _____

COMPANY

WITNESS

Windfarm Prattsburgh, LLC

By: _____

Acknowledgment of GRANTOR

State of New York)

) ss.:

County of _____)

On this _____ day of _____, 2008, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the forgoing Instrument and s/he acknowledged to me that s/he executed the same.

Notary Public

Notary Public