Book: 1099 Page: 687



MCKEAN COUNTY
RECORDER OF DEEDS
MICHELE L. VOGEL-SNYDER, RECORDER
500 WEST MAIN STREET
SMETHPORT, PA 16749
(814) 887-3250

***RETURN DOCUMENT TO:**
RWE CLEAN ENERGY DEVELOPMENT, LLC
1401 E 6TH ST
STE 400
AUSTIN, TX 78702-3687

Instrument Number - 202504114
Recorded On 12/15/2025 At 1:52:56 PM
* Instrument Type - AGREEMENT
* Total Pages - 19
Invoice Number - 139709
* Grantor - OKERLUND, DAVID A
* Grantee - RWE SOLAR DEVELOPMENT LLC
* Customer - SIMPLIFILE LC E-RECORDING

***FEES**

STATE WRIT TAX	$0.50
STATE JCS/ACCESS TO JUSTICE	$41.25
COUNTY RECORDING FEES	$41.00
COUNTY IMPROVEMENT FEE	$2.00
ROD IMPROVEMENT FEE	$3.00
TOTAL PAID	$87.75

COPY

I hereby CERTIFY that this document is Recorded in the Recorder of Deeds Office Of McKean County, Pennsylvania

Michele L. Vogel-Snyder
Recorder of Deeds

RECORDER'S OFFICE * MCKEAN COUNTY * PA

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

*** - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.**

01B2EA

Prepared by and after recording return to:
RWE SOLAR DEVELOPMENT, LLC
1401 EAST 6TH STREET
SUITE 400
AUSTIN, TEXAS 78702

STATE OF PENNSYLVANIA §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MCKEAN §
§
§

OPTION AND TRANSMISSION LINE AND ACCESS EASEMENT

THIS OPTION AND TRANSMISSION LINE AND ACCESS EASEMENT (this "**Agreement**") is made and entered into effective as of December 4th, 2025 (the "**Effective Date**"), by and between , David A. Okerlund and Tanya R. Okerlund, husband and wife, with an address of 14053 Route 6 Smethport, PA 16749 ("**Grantor**") and RWE Solar Development, LLC, a Delaware limited liability company, with an address of 1401 East 6th Street, Suite 400 Austin, TX 78702 ("**Grantee**"). Grantor and Grantee are collectively referred herein as the "**Parties**" and each, a "**Party**".

WHEREAS, Grantor is the sole owner of that certain tract of real property located in McKean County, Pennsylvania more particularly described in Exhibit A, Section 1 (the "**Overall Property**).

WHEREAS, Grantor wishes to grant to Grantee an option to obtain easements and other rights upon the Overall Property as described herein on the terms and conditions set forth below;

WHEREAS, if and upon Grantee's exercise of its option, Grantor wishes to grant to Grantee certain easements and other rights over and across that certain portion of the Overall Property depicted on Exhibit B attached hereto ("**Transmission Line Easement**" and "**Access Easement**", collectively "**Easements**" and "**Easement Areas**") and the Overall Property, and Grantee wishes to obtain such easements and other rights, on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby agreed and acknowledged, the Parties agree as follows:

Option. Grantor hereby grants to Grantee the sole and exclusive option to obtain the perpetual Easements described below (the "**Easement Option**") for a period of three (3) years from the Effective Date (the "**Initial Option Period**"). Provided Buyer has not terminated this Agreement prior to the expiration of the Initial Option Period, Buyer may extend the Initial Option Period for an additional period not to exceed Two (2) One (1) year periods (the "**Option Extension Period**", together with the Initial Operation Period, the "**Option Period**") by providing written notice thereof prior to the expiration of the Initial Operation Period and the expiration of the first One (1) year Option Extension Period. Throughout the Option Term and Easement Term (as defined below in Section 6), Grantee shall have the right to conduct any and all inspections of and studies and surveys on the Easement Areas and Overall Property that Grantee deems appropriate, including without limitation, for purposes of determining the most suitable location for the Facilities (as defined below in Section 3.1).

COPY

2. Exercise of Option. If, during the Option Term, Grantee elects to exercise the Easement Option, Grantee shall notify Owner in writing of such exercise of Easement Option ("**Exercise of Option**"). The Exercise of Option delivered to Owner shall state the date that Grantee declares the Easements to be effective (the "**Option Exercise Date**"). Grantee may, without Owner's consent, deliver to the recorder in the County in which the Property is situated, a notice of Exercise of Option setting forth such information as deemed desirable or necessary as determined by Grantee in its sole discretion.

3. Grant. For value received, Grantor hereby irrevocably and unconditionally grants and conveys to Grantee, and its successors and assigns, the following easements and rights-of-way (collectively, the "**Easements**"):

3.1. An exclusive perpetual Transmission Line Easement (the "**Transmission Line Easement**") in, over, upon, across, along, and under the Overall Property as generally depicted on **Exhibit B** for the following purposes and activities: constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, enlarging, replacing, relocating, and removing from time to time, and maintaining, repairing, using, and operating (i) multiple overhead or underground electrical power transmission facilities, including without limitation conduit, fiber, cables, wires, and other conductors, (ii) multiple overhead or underground communications, data, and radio relay systems, including without limitation, conduit, fiber, cables, and wires, (iii) any related equipment in connection with construction, operation, and/or maintenance of the foregoing (all of the foregoing, collectively, "**Facilities**"); and

3.2. A non-exclusive perpetual Access Easement and right of entry, over, upon, across, and along the Overall Property, as generally depicted on **Exhibit B** for purposes of ingress, egress, and access to the Facilities (the "**Access Easement**") as needed for construction, operations, and maintenance of the Facilities, including the right of access for cranes and turning radii for delivery of equipment and materials.

COPY

The Easements granted by Grantor to Grantee are easements in gross for the benefit of Grantee, its respective successors and assigns, as owner of the rights created by this Agreement. The burdens of the Easements granted to Grantee shall run with and against the Overall Property and shall be a charge and burden on the Overall Property and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, and lessees. The Easements shall inure to the benefit of Grantee and its respective successors, assigns, permittees, licensees, and lessees.

Grantor agrees that the Transmission Line Easement granted to Grantee is exclusive only to the extent that Grantee shall have the exclusive right to use the Transmission Line Easement for the purpose of transmitting electricity, but not otherwise.

4. Included Rights. The Easements include, without limitation: (i) the right to place and construct improvements, equipment, and facilities within the Transmission Line and Access Easement Areas, and perform acts ancillary thereto, (ii) the right to keep the Transmission Line and Access Easement Areas and surrounding areas clear of all brush, trees, timber, structures, and other hazards which might endanger the Facilities or impede Grantee's activities and (iii) the right to conduct any and all inspections of and studies and surveys on the Easement Areas that Grantee deems appropriate, including without limitation, for purposes of determining the most suitable location for the Facilities.

5. Location and Size of Easements and Facilities. The Parties have agreed upon the description of the Transmission Line Easement and the Access Easement, which Transmission Line Easement and Access Easement are generally depicted on Exhibit B attached hereto. If and when Grantee

actually installs Facilities on the Transmission Line Easement and improves the Access Easement or upon Grantee obtaining metes and bounds for all or part of the Transmission Line Easement and Access Easement, Grantee and Grantor agree that Grantee may unilaterally amend this Agreement and update Exhibit B as necessary by affixing hereto a metes and bounds description of the Transmission Line Easement and the Access Easement, so long as such metes and bounds are not wider than two-hundred and fifty feet (250') for the Transmission Line Easement and forty-five feet (45') for the Access Easement on the Overall Property during the operations and maintenance period of the Facilities, and three-hundred feet (300') for the Transmission Line Easement and seventy feet (70') for the Access Easement during the construction period. Grantor agrees to join such amendment if requested by any Grantee. Nothing contained in this Agreement shall be construed as requiring Grantee to construct any Facilities on the Transmission Line Easement nor any improvements on the Access Easement.

6. Term of the Easements. Upon Grantee's exercise of its Easement Option, the Easements contained herein shall be perpetual and run with the land (the "**Easement Term**"); provided, however, a Grantee may, at such Grantee's sole discretion and at any time, terminate and release all or any portion of such terminating Grantee's right, title, and interest in this Agreement, but not as to any of the other Grantee's rights, titles, and interests in this Agreement, by executing and causing to be acknowledged and recorded in the real property records, a release describing with particularity the portion of such terminating Grantee's right, title, or interest so released and the part of the Overall Property and/or Easement Areas to which it applies. Such partial release shall become effective and shall be deemed delivered to and accepted by Grantor upon such recordation. Upon any such partial release by Grantee, Grantor's and Grantee's respective rights and obligations hereunder shall cease as to the portion of the Overall Property and/or Easement Areas or the right, title, or interest therein to which such release applies, but the Parties' respective rights and obligations hereunder shall remain in full force and effect as to any other portions of the Overall Property or Easement Areas and any right, title, and interest of Grantee not so released.

COPY

7. Consideration for Easements. Consideration for the Easement Option, including the Option Extension Period if the Option Period is extended ("**Option Payment**") and Easements ("**Easement Payment**") shall be as set forth in Schedule 1 attached hereto and redacted for recording purposes. Other than the Option Payment and Easement Payment, no additional amounts shall be due to Grantor for consideration of this Agreement. Grantee shall receive a credit against the Easement Payment equal to the Option Payment.

8. Restoration. On or before the date that is eighteen (18) months after the expiration of this Easement or earlier termination of this Agreement, Grantee shall (i) remove from the Transmission Line Easement Property any of the Facilities owned, installed or constructed by Grantee thereon, (ii) fill in and compact all trenches or other borings or excavations made by Grantee on the Transmission Line Easement Property (excepting borrow pits and quarries), (iii) leave the surface of the Transmission Line Easement Property free from debris; however, Grantee shall only be required to remove any Facilities located beneath the surface of the land (such as, without limitation, footings and foundations) to a depth of thirty-six (36) inches below the surface of the land.

9. No Interference. At no time shall Grantor interfere with the construction, operation, or financing of the Facilities or the exercise of any Grantee's rights under this Agreement; and, without limiting the generality of the foregoing, Grantor shall not (i) construct or permit to be constructed any house, structure, reservoir, fence or other improvement on, above or below the Easement Areas, (ii) light any fires within the Easement Areas, (iii) place or store any flammable materials on the Easement Areas, (iv) restrict any Grantee's access to the Easement Areas, (v) change the grade of land on the Easement Areas, or otherwise interfere with the land or ability to access the same, or (v) grant rights in the Easement Areas which would interfere with the Easements granted herein. Grantee shall have the right to remove any facilities that interfere with the Facilities as reasonably determined by Grantee.

10. Insurance. Grantee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring both Parties (i.e., with Grantor being added to the policy as an additional insured) against loss or liability caused by such Grantee's occupation and use of the Easements under this Agreement, in an amount not less than One Million Dollars ($1,000,000) of combined single limit liability coverage per occurrence, accident or incident. Grantee may elect to combine such insurance coverage in one or more policies naming Grantee as an insured.

11. Grantor's Representation Regarding Taxes and Assessments. Grantor shall pay all taxes, assessments, or other governmental charges that shall or may during the Easement Term be imposed on, or arise in connection with the Overall Property itself; provided that during the Easement Term, Grantee shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly resulting from the presence of Grantee's improvement on the Easement Areas.

12. Ownership; Good Title. Grantor is the sole fee owner of the surface estate of the Overall Property in the Percent Interest reflected in Exhibit A, Section 2, subject to no encumbrances or any agreements that could affect Grantee's use, possession or occupancy of the Easement Areas, except those filed in the real property records and the unrecorded leases and other agreements listed in Exhibit C hereto, true and correct copies of which have been provided to Grantee; (i) each person or entity signing this Agreement on behalf of Grantor is authorized to do so, (ii) Grantor has the full and unrestricted legal power, right and authority to enter into this Agreement, to grant the Easements to Grantee, and to perform its obligations hereunder, (iii) no other person or entity (including any spouse) is required to join in this Agreement in order for the same to be fully enforceable by Grantee and for Grantee to enjoy all the rights and benefits accorded to it hereunder, (iv) this Agreement, the Easements are and will be in full force and effect as to Grantor, without the necessity of any consent of or joinder herein by any other person or entity, (v) this Agreement constitutes the valid and binding obligation of Grantor, and is enforceable in accordance with its terms, and (vi) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding. Grantor shall have no ownership, no lien rights, and no other interest in any Facilities installed by any of the Grantee on the Easement Areas, and Grantee may remove any or all of its Facilities at any time or from time to time.

COPY

Without limiting the generality of the foregoing, Grantor hereby (i) waives any statutory or common law lien that Grantor might otherwise have in or to the Facilities and (ii) acknowledges and agrees that Grantor does not and will not have any interest in any energy transmitted thereby. If at any time during the Term any encumbrance to Grantor's title to the Overall Property which was created prior to the Effective Date is found, exists or is claimed to exist against the Overall Property or any portion thereof, creates rights superior to those of Grantee, in its sole discretion determines that the existence, use, operation, implementation or exercise of such encumbrance could delay, interfere with, impair or prevent Facilities or the exercise of any of Grantee's other rights under this Agreement or the financing of the Facilities, each Grantee shall be entitled to seek to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably acceptable to such Grantee) and Grantor shall reasonably cooperate with and assist such Grantee in connection therewith. The holder of such encumbrance shall be permitted to rely on this section as Grantor's express consent, without further consent required, to a Grantee's request for a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably acceptable to such Grantee.

13. Indemnity. Each Party (the "**Indemnifying Party**") shall indemnify and hold the other Parties and their respective successors and assigns (the "**Indemnified Party**") harmless from and against any losses, damages, expenses, and liabilities arising from the Indemnifying Party's and its agents', employees', contractors', invitees' and licensees' operations and activities on the Overall Property (including, without limitation, any environmental damage caused thereby), except to the extent caused by

the sole negligence or willful misconduct of the Indemnified Party or its agents, employees, contractors, invitees or licensees.

14. No Abandonment or Overburdening. No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easements or any portion thereof, except upon recordation by Grantee of a quitclaim deed specifically conveying any of Grantee's rights hereunder back to Grantor. Without limiting the generality of the foregoing, non-use of any portion of the Easements by Grantee shall not prevent Grantee in the future from using the entire width and/or scope of the Easements in the event the same is needed. No use of or improvement to the Easement Areas or any portion thereof, no transfer of all or any portion of the Easements, and no use or improvement of the Easements or any portion thereof resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easements or either of them.

15. Notices. All notices, requests, correspondence and other communications required or permitted hereby shall be in writing and shall be considered given (i) when delivered in person, (ii) two (2) days after being delivered to an overnight delivery service, with delivery charges prepaid, addressed to the applicable party at the address given below or (iii) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid, addressed to the applicable Party at the following address:

Notices to Grantor: David Okerlund
14053 Route 6
Smethport, PA 16749

Notices to Grantee: RWE Solar Development, LLC
Attention: Legal Dept.
1401 East 6th Street, Suite 400
Austin, TX 78702

COPY

A Party's refusal to accept a delivery under clause (ii) or (iii) above shall be the equivalent of "receipt" hereunder. Either Party may, by notice given at any time or from time to time, change its address for receipt of notices hereunder. Notices given before actual receipt of notice of such change shall not be invalidated by the change.

16. Assignment and Encumbrance.

16.1. Grantee may at any time and from time to time, without obtaining Grantor's consent, (i) convey, transfer, assign, license, or grant all or any portion of Grantee's right, title, or interest in the Easements, this Agreement, and/or the Facilities to any one or more persons and/or entities and/or (ii) hypothecate, mortgage or pledge all or any portion of Grantee's right, title, or interest in this Agreement, the Easements, or the Facilities to any lender or any other person or entity as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Mortgagee**", whether one or more). Should Grantee either mortgage or pledge any of its interest, Grantee and Grantor expressly agree for the benefit of any Mortgagee as follows:

(a) Grantee will give written notice to Grantor of the identity and address of any Mortgagee.

(b) Grantor and Grantee will not modify, cancel, or terminate this Agreement or the Easements, as to Grantee's interest therein, without the prior written consent of the Mortgagee.

(c) The Mortgagee shall have the right, but not the obligation: (i) to do any act or thing required to be performed by Grantee under the Easements, and any such act or thing performed by Mortgagee shall be as effective to prevent a default under this Agreement as if done by Grantee itself, and (ii) upon the default of Grantee under Grantee's agreements with the Mortgagee, to cure any default under this Agreement and continue this Agreement with Grantor and assume Grantee's rights under this Agreement.

(d) Upon any default by Grantee under this Agreement, Grantor shall concurrently deliver a copy of the applicable notice of default to Mortgagee.

(e) Prior to exercising any right under this Agreement resulting from a default by Grantee, Grantor shall give any Mortgagee the right, and a reasonable amount of time, to cure such default.

(f) Mortgagee shall have the right to exercise foreclosure proceedings or a power of sale or other remedy afforded in law or equity or by the security documents, and Grantee's interest in the easement estate may be transferred, conveyed, or assigned to any purchaser, including Mortgagee, at any such foreclosure sale. Mortgagee will not be or become liable to Grantor as an assignee of Grantee's interest in the Easements or otherwise unless it assumes such liability in writing.

(g) At the request of Grantee or the Mortgagee, Grantor shall execute and deliver an acknowledgement, in a form agreeable to Mortgagee and Grantee, that Grantee has hypothecated, mortgaged, or pledged all or any portion of Grantee's right, title, or interest in the Easements to the Mortgagee and that Mortgagee is entitled to all of the rights, benefits, and protections as a Mortgagee under this Section.

COPY

16.2. In the event that Grantee conveys or assigns its interests in this Agreement, the Easements, and/or the Facilities to two or more persons and/or entities as tenants in common, or in the event the rights of Grantee under this Agreement, the Easements, and/or the Facilities are held by two or more persons and/or entities as tenants in common, then: (i) each such tenant in common (each, a "**Co-Tenant**") shall be entitled to exercise all of the rights and privileges of a Grantee hereunder, and without limiting the generality of the foregoing, each Co-Tenant shall have the right, but not the obligation, to pay any or all amounts due hereunder, and to perform any other act or thing required of Grantee hereunder, or which may be necessary or appropriate to cure any default hereunder; (ii) if a Grantee defaults under this Agreement, Grantor shall concurrently deliver a copy of the applicable notice of default to each Co-Tenant; (iii) Grantor shall cooperate with each Grantee to promptly execute any estoppel certificates, consents, or other documents that any Co-Tenant or its lender requests in connection with any transaction that involves this Agreement, the Easements, the Easement Areas, the Overall Property or any interest therein; and (iv) the Parties shall cooperate in amending this Agreement from time to time to include any provision that may reasonably be requested by any Co-Tenant or its lender for the purpose of implementing the provisions contained in this Agreement or of preserving such Co-Tenant's interest in the Agreement, Facilities, Easements, the Easement Areas, the Overall Property or hereunder.

17. Remedies. Notwithstanding any rights or remedies which Grantor may otherwise have hereunder, at law or in equity, Grantor shall not (and hereby waives the right to), at any time during the term of the Easements, commence, prosecute, or participate in any action or proceeding in which termination, cancellation, rescission, or reformation of this Agreement is sought or could be awarded as a remedy; and Grantor shall be limited to seeking and obtaining damages in the event of any failure by Grantee to perform its obligations hereunder. Any Mortgagee, and any other person or entity, may pay such

damages to Grantor on Grantee's behalf, and Grantor shall accept such payment. No action or proceeding shall be commenced against Grantee by Grantor unless (a) a material default in the performance of Grantee's obligations has occurred hereunder, (b) written notice of such default, which sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, has been delivered to Grantee, any Co-Tenant, and any Mortgagee (the "**Grantee Parties**"), and (c) in the case of a monetary default, such default shall not have been remedied within thirty (30) days after the Grantee Parties receive written notice of such default, or in the case of a non-monetary default, such default shall not have been remedied within sixty (60) days after Grantee Parties receive written notice of such default; provided, however, that in the case of a non-monetary default, if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then the time for completing such cure shall be extended so long as a Grantee Party commences such performance within such sixty (60) day period and thereafter pursues the same toward completion with commercially reasonable diligence. Notwithstanding any provision contained herein to the contrary, it is specifically understood and agreed by the Parties that an event of default by one Grantee shall not be an event of default by the other Grantee unless such other Grantee are likewise in default for the same event of default.

18. Cooperation. Grantor shall fully support and cooperate with Grantee in giving effect to the purpose and intent of this Agreement.

19. Successors and Assigns. The Transmission Line Easement, Access Easement and the Overall Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used, and occupied subject to the covenants, terms, and provisions set forth in this Agreement, which covenants, terms, and provisions shall run with the Transmission Line Easement,, Access Easement and the Overall Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective Grantee, heirs, executors, administrators, successors, and assigns, and all persons claiming under them.

COPY

20. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. In the event of any litigation arising under or in connection with this Agreement or the Easements, the prevailing Party shall recover from the losing Party the prevailing Party's reasonable attorneys' fees at trial and on appeal, as determined by the court. Should any provision of this Agreement be held to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

21. Estoppel Certificates. Grantor shall, within ten (10) days after request by Grantee, any proposed or actual assignee, equity investor, or Lender, execute and deliver an estoppel certificate (i) certifying (if true) that this Agreement is in full force and effect and has not been modified, (ii) certifying (if true) that to the best of Grantor's knowledge there are no uncured events of default hereunder, and no condition or event exists which, with the passage of time, would become an event of default (or, if any uncured events of default or any such conditions or events exist, stating with particularity the nature thereof), (iii) certifying the status of any conditions subsequent provided in this Agreement, (iv) confirming the rights of Grantee, lender, equity investor, or assignee, as the case may be, hereunder and providing addresses for notices required hereunder, and (v) containing any other certifications as may reasonably be requested by each Grantee, lender, equity investor or assignee. Any such statements may be conclusively relied upon by each Grantee and any existing or proposed lender, equity investor, or assignee. The failure of Grantor to deliver such statement within such time shall be conclusive upon Grantor that (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default by the applicable Grantee hereunder, and no conditions or events exist which, with the passage of

time, would become an event of default, (i) any conditions subsequent set forth in this Agreement have been satisfied (except to the extent that such satisfaction, by the terms of this Agreement, is not due to occur until a future date), and (iv) the other certifications so requested are in fact true and correct.

22. Entire Agreement; Amendments. This Agreement, including any Exhibits and Schedule 1 attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement thereof is sought.

23. Grantor's Representation of Authority. Grantor is the sole owner of the Easement Areas and the Overall Property, has good and marketable title to the Easement Areas and to the Overall Property, and has the unrestricted right and authority to execute this Agreement and to grant Grantee the rights granted in this Agreement. Each Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easements for the term of this Agreement, without hindrance or molestation, and Grantor shall defend each Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

24. Miscellaneous. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. Captions used herein are for convenience of reference only and do not affect the meaning or intent hereof. This Agreement may be executed in counterparts, all of which shall constitute a single instrument.

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COPY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

GRANTOR:

David A. Okerlund

STATE OF Pennsylvania §
§
COUNTY OF Potter §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared David A. Okerlund, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4th day of December, ~~2023~~. 2025

Joy D. Currier
Notary Public, State of Pennsylvania

COPY

Commonwealth of Pennsylvania - Notary Seal
Joy D. Currier, Notary Public
Potter County
My commission expires January 18, 2028
Commission number 1266313
Member, Pennsylvania Association of Notaries

GRANTOR:

Tanya R. Okerlund
Tanya R. Okerlund

STATE OF Pennsylvania §
§
COUNTY OF Potter §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared Tanya R. Okerlund, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4th day of December, ~~2023~~ 2025.

Joy D. Currier
Notary Public, State of Pennsylvania

COPY

Commonwealth of Pennsylvania - Notary Seal
Joy D. Currier, Notary Public
Potter County
My commission expires January 18, 2028
Commission number 1266313
Member, Pennsylvania Association of Notaries

GRANTEE:

RWE Solar Development, LLC
a Delaware limited liability company

By: _____
Name: Paul Bowman
Title: Vice President

Address:
1401 East 6th Street, Suite 400
Austin, Texas 78702

STATE OF Texas §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared Paul Bowman, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

COPY

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this day of December 10, 2023.

ELLISON ASTON
My Notary ID # 133958010
Expires August 22, 2026

Ellison Aston
Notary Public, State of Texas

EXHIBIT A
SECTION 1
OVERALL PROPERTY

Parcel ID: 23-004. -404.00

Vesting Deed: 750-121

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in the Township of Hamlin, County of McKean, and Commonwealth of Pennsylvania, bounded and described as follows: **BEING MCKEAN COUNTY TAX ASSESSMENT NO. 23-004-404:**

FIRST: BEGINNING at a point in the south line of Warrant No. 2472, said point being two hundred twenty (220) rods west of the southeast corner said Warrant and being the southwest corner of a lot of land formerly of G. Corwin; thence by the west line of said Corwin lot north ninety seven (97) rods to a corner of lot heretofore conveyed by L. Starks to John Hafner; thence by the south line of said Hafner lot west one hundred sixty four (164) rods to Marvin Creek; thence up said stream by its several courses and distances to the south line of said Warrant No. 2472; thence by the south line of said Warrant east to the place of beginning.

CONTAINING one hundred (100) acres of land be the same more or less, and being part of Warrant No. 2472.

COPY

EXCEPTING AND RESERVING, however, the three and eighty two hundredths (3.82) acres more or less heretofore conveyed to the Pittsburgh, Shawmut & Northern Railroad Company by the following deeds: (a) deed dated May 17, 1902, recorded in Deed Book No. 120, at page 402; (b) deed dated June 20, 1902, recorded in Deed Book No. 120, at page 416; (c) deed dated January 22, 1904, recorded in Deed Book No. 127, at page 347; (d) deed dated October 13, 1905, recorded in Deed Book No. 135, at page 49; (e) deed dated March 11, 1915, recorded in Deed Book No. 170, at page 424, to all of which deeds reference is herein made as **to the stipulations therein contained.**

ALSO EXCEPTING AND RESERVING, however, all the oil and gas in, on or under said lands together with the operating rights therefor, as set forth in the two deeds hereinafter mentioned in this paragraph, excepting and not including however, in this reservation the oil and gas in a strip of said lands along the northeast side of the same. Containing twenty (20) acres more or less and mentioned as being reserved to George Richards in that certain deed by him heretofore made to G.H. Potter, et al.,

dated September 7, 1898, and recorded in Deed Book No. 101 at page 446, and not including also, the reservation of gas as reserved by the said George Richards in his certain deed to the Enterprise Gas Company dated October 4, 1898, and recorded in Deed Book No. 102, at page 290; and also not including in this reservation any part of the said George Richards' estate or right in and to any part of the oil and gas by him **heretofore reserved in the deeds above mentioned.**

SECOND: BEGINNING at a post in the south line of the above described land in the easterly line of the right of way of the Pittsburgh, Shawmut & Northern Railroad; thence by said right of way south four degrees (4°) west sixty four (64) rods to a post standing northerly one and one tenth (1.1) rods from the center of Jet Brook; thence south sixty five degrees (65°) east one hundred fifty eight and six tenths (158.6) rods to a post; thence east thirty one and one tenth (31.1) rods to a post; thence north about two hundred twenty seven (227) rods, or far enough so that a line run west will strike the northeast corner of the first herein described land; thence west thirty one and one-tenth (31.1) rods to the northeast corner of said first described lot; thence by the east line of said first described lot south ninety seven (97) rods to the southeast corner thereof; thence by the south line thereof west one hundred thirty nine (139) rods to the place of beginning. CONTAINING one hundred thirty (130) acres be the same more or less; and also the right of way heretofore conveyed by Clarissa F. Hazelton to the said George Richards by deed dated November 27, 1905 and recorded in Deed Book 149, at page 399, to which reference is **hereunto made.**

COPY

EXCEPTING AND RESERVING, nevertheless, out of the land above described, forever, all the gas, petroleum, oil, coal and other valuable minerals in, under and upon the said land together with the rights of operating said lands therefor as reserved in the aforesaid deed from Clarissa F. Hazelton to the said George Richards to which reference is hereunto made.

SUBJECT TO the right of way heretofor granted to the United Natural Gas Company as set forth and described in grant thereof dated December 27, 1893, and recorded in Deed Book No. 170, at page 93, to which reference is hereunto made.

ALSO UNDER AND SUBJECT TO a certain Right of Way granted by George Richards to The United Natural Gas Company in May 1919, under which that company uses the roadway across the property.

THIRD: The land formerly of the right of way of the Pittsburgh, Shawmut and Northern Railroad Company, and described hereby in accordance with the map or plot of said right of way as the same is duly found of record in the office of the

Recorder of Deeds of McKean County, Pa, and commencing in the south line of lands shown on said map as owned by William Swanson and being station 5047 46 as shown on the said P.S. & N.R.R map, and running thence south to the stone arch culvert, being station 5074 *50,* and being also the south line of the grantors farm lands and the north line of the Ludwig Beckman land.

FOURTH: That certain gas well known as U.N.G. Co. Well No. 1296; said well being located on that certain tract of land situate in Hamlin Township; McKean County, Pennsylvania, containing thirty five (35) acres, more or less, and being formerly known as the George and Cora A. Richards property.

TOGETHER WITH all tubing and other appliances now installed in the said well, as well as the right to take and use gas from the *said* well. It being understood, however, that this grant and assignment does not give the said grantees, their heirs and assigns, the right to deepen the said well and take gas from lower sands.

BEING the same granted and conveyed to Charles W. Coldren by United Natural Gas Company by instrument dated August 30, 1949, and not recorded.

BEING the same premises conveyed by Joan Evon Okerlund and Robert E. Okerlund, husband and wife, to David A. Okerlund, by deed dated August 6, 2008, and recorded in the office of the Recorder of Deeds for McKean County, Pennsylvania, on August 19, 2008, in Record Book 604, Page 1094&c.

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In said deed recorded in Record Book 604, Page 1094&c., the said Robert E. Okerlund and Joan Evon Okerlund, husband and wife, reserved the right of first refusal and they are joining in this deed to release and forever terminate said right of first refusal.

TOGETHER with all improvements located thereon.

This conveyance is expressly made and accepted under and subject to all and singular the presently valid exceptions, reservations, conditions, rights-of-way, easements and restrictions in the said deed or any other deed or deeds in the chain of title of said premises **mentioned, contained or referred to, as the same, reference thereto being had, will more fully** and at large appear.

This conveyance is not subject to Pennsylvania realty transfer taxes since the same is a conveyance by a husband to husband and wife. Robert E. Okerlund and Joan Evon Okerlund are the parents of David A. Okerlund.

The Grantors have no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been disposed of, and none is presently being disposed on or about the property described in this Deed.

And the Grantors; will specially warrant the property hereby conveyed.

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EXHIBIT A
SECTION 2

Grantor Percent Interest in the Overall Property and Easement Areas

Name	Percent Interest
David A. Okerlund and Tanya R. Okerlund, husband and wife	100%

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EXHIBIT B

SITE PLAN OF THE TRANSMISSION LINE EASEMENT AND ACCESS EASEMENT
LEGAL DESCRIPTION OF PROPERTY TO BE DETERMINED UPON FINAL SURVEY
[TO BE UPDATED]

PIN: 23-004.-404-.00 in McKean County, Pennsylvania.

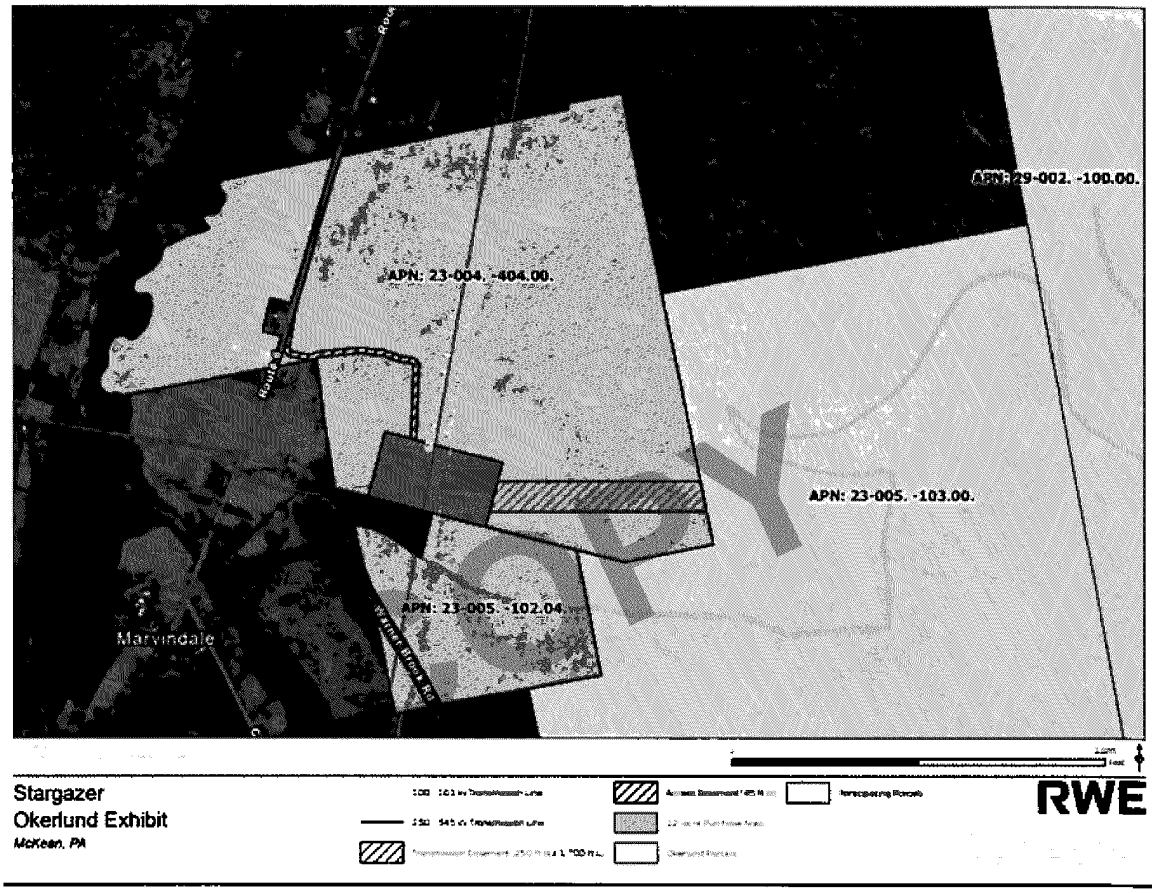


Exhibit C
Permitted Encumbrances

[none]

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