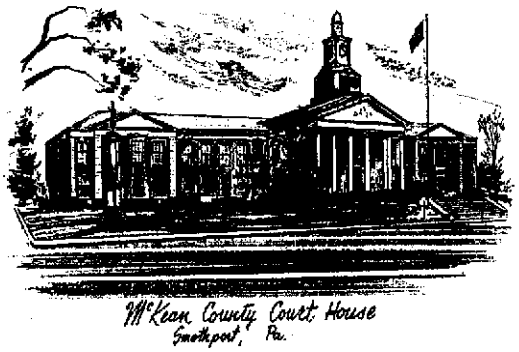
Book: 1079 Page:915

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



*RETURN DOCUMENT TO:
ACKER & LARSEN, ATTYS
217 N. MAIN STREET
P O BOX 111
COUDERSPORT, PA 16915

Instrument Number - 202500819
Recorded On 3/21/2025 At 12:27:59 PM
* Instrument Type - EASEMENT
* Total Pages - 17
Invoice Number - 136535
* Grantor - JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY
* Grantee - LYME NEW YORK HEADWATERS LLC
* Customer - ACKER & LARSEN, ATTYS

* FEES

STATE WRIT TAX	$0.50
STATE JCS/ACCESS TO JUSTICE	$40.25
COUNTY RECORDING FEES	$37.00
COUNTY IMPROVEMENT FEE	$2.00
ROD IMPROVEMENT FEE	$3.00
SMETHPORT AREA SD REALTY TRANSFER TAX	$0.00
NORWICH TOWNSHIP	$0.00
TOTAL PAID	$82.75

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

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.

01A62B

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made pursuant to this Agreement (this "**Agreement**") is made and entered into as of the 12th day of March, 2025, by **JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY,** a Massachusetts corporation, as to an undivided 2% interest, formerly known as Manulife Insurance Company and **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),** a Massachusetts corporation, as to an undivided 98% interest, successor by merger to John Hancock Life Insurance Company and John Hancock Variable Life Insurance Company, **together as Tenants-in-Common,** with a mailing address of c/o Manulife Investment Management Timberland and Agriculture Inc, 197 Clarendon Street, C-08-99, Boston, Massachusetts 02116 (hereinafter collectively referred to as **"GRANTOR"**) and **LYME NEW YORK HEADWATERS LLC,** a Delaware limited liability company, with offices at 23 South Main Street, Suite 3A, Hanover, New Hampshire 03755 (hereinafter referred to as **"GRANTEE"** and Grantor and Grantee may each be referred to herein as a "**Party**" and collectively, as the "**Parties**").

RECITALS

A. Grantor owns fee simple title to that certain tract of land located in Norwich Township, McKean County, Pennsylvania (tax parcels 29-001-104 and 29-006-100 (the "**Grantor's Property**") as described in **Exhibit A.**

B. Grantee owns or will own fee simple title to that certain tract of land located in Norwich and Sergeant Townships, McKean County, Pennsylvania (tax parcels 27 001 300 and 29 001 106 (the "**Grantee's Property**") as described in **Exhibit B**.

C. Grantor and RWE Solar Development LLC, a Delaware limited liability company, with an address of 1401 East 6th Street, Suite 400, Austin, Texas 78702 ("**RWE**"), entered into that certain Option to Purchase dated September 10, 2021 (as amended and assigned, the "**Option**"), whereby Grantor has granted RWE an option to purchase the Grantor's Property, and as of the date of this Agreement, the Option remains in full force and effect.

D. Grantor desires to grant Grantee an access easement over and across the Grantor's Property as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the easement granted herein and the mutual covenants, conditions and agreements of the Parties to this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, for and consideration of TEN AND NO/100 ($10.00) dollars and other good and valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and successors in title, a permanent, non-exclusive easement thirty feet (30') in width, fifteen feet (15') on either side of the centerline of an existing road located on Grantor's Property as depicted on **Exhibit C** (the "**Easement Area**"), for the purpose of providing vehicular and pedestrian access, ingress and egress over such existing road. Grantor also hereby grants and conveys and partially assigns, to the extent it has the right to do so and without any warranty whatsoever, the right to cross lands owned by the Commonwealth of Pennsylvania as also depicted on **Exhibit C**.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements unto Grantee, its successors and assigns, forever.

PROVIDED, HOWEVER, IT BEING UNDERSTOOD AND AGREED between the Parties that the Easement Area granted herein shall be subject to the following conditions, limitations and stipulations, to which the Parties agree to be bound:

1. The Easement Area is for vehicular and pedestrian access, ingress and egress to the Grantee's Property and shall be an easement appurtenant to such lands.

2. The Easement is non-exclusive and Grantor reserves to itself, its successors and assigns, the right to utilize the Easement Area for any purpose which does not unreasonably interfere with the use of the Easement Area by the Grantee for the purposes set forth herein. Each Party shall use the rights granted and reserved in the Easement Area with due regard for the express rights of any of Parties including RWE's due diligence rights during RWE's option period under the Option, all as set forth below.

3. The Easement Area may be used by the Grantee for and only for the purposes of providing vehicular and pedestrian access to Grantee's Property by the Grantee and its directors, officers, employees, contractors, agents, licensees and other parties involved with and responsible for the following uses (i) growing and harvesting timber on the Grantee's Property, including moving specialized logging equipment, logging trucks or other equipment used for growing, harvesting, or management of timber, or (ii) hunting, fishing or other recreational uses (but expressly excluding use by ATV's, three-wheelers or four-wheelers) on the Grantee's Property. The Easement Area specifically prohibits, and may not be used by the Grantee to provide, (a) general public access or (b) a right of access in conjunction with any commercial or residential development constructed after the date of this Agreement.

4. Subject to the terms and conditions set forth in this Agreement, Grantee is hereby granted the right to improve, maintain, and repair roadways within the Easement Area("**Road Work**"), provided that the Grantee shall provide the Grantor written notice in advance of any Road Work that will damage or destroy any existing trees or other forest products within the Grantor's Property. The Grantee shall not, without the Grantor's express, prior written consent widen the roadways within the Easement Area. The Grantor shall have the option to harvest for its account all or so much of the trees or other forest products on the Grantor's Property impacted by the Road Work, provided that the Grantor must notify the Grantee within thirty (30) days of its decision to harvest and must then complete the harvest operations as soon as possible within three (3) months. If the Grantor declines to harvest or fails to respond within said 30-day period, then the Grantee may proceed with the Road Work and harvest within the Easement Area in accordance with state Best Management Practices and in a manner to prevent hazards from fire and insect infestation to trees or other forest products on the Grantor's Property. Should the Grantee fail to provide the advance notice of Road Work and due to the difficulty in assessing the damages to the Grantor, the Parties agree that liquidated damages in the amount of $3,000.00 per acre, or portion thereof, of the Grantor's Property will be paid by the Grantee, subject to annual escalation of 3% per year. The Parties agree that this amount is a reasonable estimate of the damages suffered by the Grantor for the failure to provide such advance notice. The determination of acreage under this Section 4 shall be calculated at the Grantee's sole expense by a survey of the total area of the Grantor's Property damaged or destroyed by the Road Work, which survey shall be subject to the reasonable approval of Grantor.

5. Grantee shall not, without the express, prior written consent of the Grantor, block, impede or obstruct on a permanent basis the use of the Easement Area, and the Grantee shall not construct any gate, building, structure or like improvement on the Easement Area. If, pursuant to the Option, RWE obtains fee title to the Grantor's Property, RWE reserves the right to construct a gate within the Easement Area, subject to Grantee's rights under this Agreement.

6. Grantee acknowledges and agrees that the Grantor's Property and the surrounding property may be used for timber harvesting, timber management and silvicultural uses, including, but not limited to, aerial spraying to control insects.

7. Grantee shall have the right to relocate the Easement Area, provided that: (i) the location of the new Easement Area must be approved in writing by Grantor at Grantor's sole discretion, and if the Option remains in full force and effect, such relocation shall also be subject to RWE's prior written approval, which approval shall be based upon the site development plans of RWE; (ii) such relocation will be at the sole cost and expense of Grantee; (iii) the newly relocated Easement Area and roadway will be of the same like condition and quality of the existing Easement Area and road at the time of the relocation; and (iv) it will be the responsibility of Grantee to provide the appropriate legal document for execution by both Parties to effect any approved relocation and to terminate the Easement over the existing road and Easement Area. This includes the right of either Party to request the relocation of an Easement Area should the Commonwealth of Pennsylvania deny or block either Party's access or use of the existing Easement Area.

Grantor shall have the right to relocate the Easement Area provided that: (i) the location of the new Easement Area will be at the sole discretion of the Grantor; (ii) such relocation will be at the sole cost and expense of Grantor; (iii) the newly relocated Easement Area and roadway will be of the same like condition and quality of the existing Easement Area and road at the time of the relocation; and (iv) it will be the responsibility of Grantor to provide the appropriate legal document for execution by both Parties to effect any approved relocation and to terminate the existing road and Easement Area. This includes the right of either Party to request the relocation of an Easement Area should the Commonwealth of Pennsylvania deny or block either Party's access or use of the existing Easement Area.

8. The Easement Area shall run with the title to the Grantor's Property and shall be binding upon and inure to the benefit of the Parties, together with their legal representatives, invitees, guests, employees, agents, licensees, lessees, successors and assigns.

9. Grantor, its successors and assigns are in no way bound to construct, maintain, improve or to keep repaired the Easement Area or any part thereof, except for damage caused to the roads located within such Easement Area by the Grantor's use. Grantor, its successors and assigns does not assume any liability or responsibility to the Grantee, its successors and assigns or to any other persons using the Easement Area by any express or implied invitation or any business reasons being conducted in connection with the Grantee, its successors and assigns.

10. Notwithstanding anything to the contrary contained herein, all damage or destruction occasioned by a Grantee or its permittee to the Easement Area or Grantor's Property shall be

repaired by Grantee at its sole cost and expense. Should Grantee fail to repair the Easement Area or Grantor's Property as required herein, in addition to any other remedies available to the Grantor at law, the Grantor shall have the right to make any such repairs to the Easement Area and or Grantor's Property and Grantee shall promptly reimburse Grantor for the costs and expenses incurred by Grantor to make such repairs. Grantee, its successors and assigns, covenants with the Grantor and the Grantor's successors and assigns to at all times maintain and make necessary repairs at their own expense should the Easement Area or Grantor's Property require same for its proper upkeep and maintenance as a result of the Grantee's use thereof. Grantee shall comply with all laws and regulations pertaining to fire protection and suppression, and use commercially reasonable efforts to prevent fires from igniting on or spreading onto Grantor's Property. If Grantee becomes aware of a fire on or near Grantor's Property, Grantee shall promptly notify the Grantor and appropriate government agencies.

11. Grantee assumes all risks of personal injury or property damage to itself and its employees, agents, and contractors in connection with such Grantee's activities on Grantor's Property. Grantee acknowledges and understands that (a) the roads within the Easement Area are used for logging, forestry, and industrial operations and are maintained, if at all, only to standards required for such use and (b) the Grantor has made no representations or warranties as to (i) the present or future condition of their property or the roads located thereon, (ii) the character of the traffic on their property or the roads located thereon, or (iii) any other factor affecting the Grantee's risks. Nothing contained in this Agreement shall be construed as a warranty or representation that any Easement Area is in good condition or is fit or suitable for any use or purpose.

12. Grantee agrees to defend, indemnify and save harmless the Grantor and Manulife Investment Management Timberland and Agriculture Inc, and their respective successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including reasonable attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the contractors, agents, employees and representatives of the Grantor, arising out of or in any way connected with the Grantee's use of the Easement Area or of its exercise of rights assumed in connection therewith, except as caused by the sole negligence or willful misconduct of the Grantor, its contractors, agents, employees, representatives or invitees.

13. Any notice required or permitted to be given hereunder shall be in writing and deemed properly given on a date personally delivered by messenger service, overnight courier service, or three (3) days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following address:

If to Grantee:

Lyme New York Headwaters LLC
c/o The Lyme Timber Company LLC
23 South Main Street, Suite 3A
Hanover, New Hampshire 03755
Attn: Legal Department

If to Grantor:	John Hancock Life & Health Insurance Company John Hancock Life Insurance Company (USA) c/o Manulife Investment Management Timberland and Agriculture Inc 197 Clarendon Street, C-08-99 Boston, Massachusetts 02116
If to RWE:	RWE Solar Development, LLC 1401 East 6th Street Suite 400 Austin, Texas 78702 Attn: Legal Department

14. Grantor warrants and represents unto the Grantee that Grantor possesses fee simple title to the Grantor's Property and that it is authorized to execute and deliver this Grant of Easement. Grantor also warrants and represents unto the Grantee that the Grantor's Property is not encumbered by a Lien. For the purposes of this Agreement, "Lien" shall be defined as follows: any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, servitude or encumbrance of any kind to secure or assure payment of a debt or a guaranty, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing. This grant and all rights hereunder are subject to any and all easements, servitudes, and rights-of-way affecting the Easement Property.

15. All matters related to the construction, validity and enforcement of the Easement shall be governed by and construed in accordance with the laws of the State of Pennsylvania in all respects.

16. Prior to any use of the Easement Area for logging operations, the Grantee shall cause its logging contractors to obtain and maintain, throughout the period of such logging, commercial general liability insurance and comprehensive automobile liability insurance with coverages and in amounts customary in the commercial timber industry in the region in which the Easement Area is located, all by an insurance company licensed in the Commonwealth of Pennsylvania. All liability coverages must be on an "occurrence" basis as opposed to "claims made." If requested by the Grantor, the Grantee shall furnish to the Grantor a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form reasonably acceptable to the Grantor and containing a representation that coverage of the types listed herein is provided. Said certificate(s) of insurance shall be issued to the Grantor at the address provided for herein.

17. If any Grantee (a "**Defaulting Grantee**") shall fail, faithfully and timely, to keep, observe, perform and comply with any of the covenants conditions, undertakings or provisions hereof or use the Easement Area for purposes not provided for in this Agreement, the Grantor may give written notice to the Defaulting Grantee and the Defaulting Grantee shall cure or remedy such

use, failure, omission or breach within thirty (30) days from the date of such notice; provided that if more time is required to complete such cure or remedy, the Defaulting Grantee shall not be in default if it commences such cure or remedy within the thirty (30) day period and thereafter diligently pursues its completion. In the event the Defaulting Grantee shall fail to cure or remedy any default, the Grantor may cure same and seek reimbursement from the Defaulting Grantee or pursue any other remedies available at law, including termination of this Agreement as to the Defaulting Grantee.

18. RWE joins in the execution of this Agreement for the sole purpose of consenting to the terms, covenants, conditions and agreements set forth in this Agreement, including, but not limited to the terms, covenants, conditions and agreements set forth in this Section 18. In addition, the following additional terms, covenants and conditions only apply in the event that Grantor sells the Grantor's Property to RWE prior to September 30, 2027, or such later date as extended in writing under the Option by Grantor and RWE, with notice of such extension being promptly provided to Grantee.

(a) If RWE purchases the Grantor's Property, Grantee will no longer be able to use the Easement Area depicted in Exhibit A upon RWE finalizing its final site plan for its potential solar facility. Grantee will instead have the right, but not the obligation, to use an alternative Easement Area, 33' wide, as identified by RWE upon completion of RWE's site plan as the route may be adjusted over time as provided herein (the "**Alternative Access Route**") for the purposes provided herein.

(b) Grantee shall have the right to construct a new road, 20' wide, located within the 33' wide Alternative Access Route (the "**New Road**"). In the event that Grantee elects to construct the New Road, Grantee will provide to RWE a construction notice to proceed ("**NTP**"). RWE will timely review the road construction plan, including but not limited to location and design, construction activities and schedules and tree removal before Grantee commences construction of the New Road. NTP approval may be delayed until such a time as RWE's site plan for the solar project is finalized.

(c) RWE and Grantee agree to work in good faith on the final location of the Alternative Access Route and New Road as part of the development of RWE's final site plan to minimize impacts on RWE's project and upon vegetative management areas including potential removal of existing timberland areas.

(d) Grantee's use of the New Road will be limited to: (1) construction and maintenance of the New Road and (2) for use for access for logging and forestry management purposes only.

(e) In the event that Grantee elects to construct the New Road, Grantee will be solely responsible for all costs and expenses related to the construction of the New Road. Grantee will also be solely responsible for maintenance, repair, and replacement of the New Road and for obtaining and maintaining any permits and approvals needed or required for the construction and operation of the New Road. Notwithstanding the foregoing, RWE will be responsible to Grantee

for any damage to the New Road caused by its use, beyond normal wear and tear, and will reimburse same to Grantee.

(f) In the event that Grantee elects to construct the New Road, Grantee agrees to pay an additional fee of fifty thousand dollars ($50,000) to RWE prior to commencing construction.

(g) In the event that Grantee elects to construct the New Road, Grantee agrees to restrict its use of the Grantor's Property including but not limited to construction, use and maintenance activities, to the Alternative Access Route and to not interfere with the development, construction, and operation of the proposed solar facility.

(h) Grantee agrees to maintain commercial general liability insurance coverage of not less than $1,000,000 per occurrence and $2,000,000 aggregate with an umbrella liability coverage of not less than $5,000,000 all of which name RWE as an additional insured.

(i) Any assignment by Grantee to a third party will require RWE's consent.

(j) Upon construction of the New Road, RWE will also enjoy the right and ability to utilize the New Road.

(k) In the event this Grant of Easement is terminated or vacated, RWE will have the right but not the obligation to require that all improvements constructed by Grantee, other than the gravel rock road, in accordance with this instrument be removed by Grantee at Grantee's expense.

(m) This Agreement may not be amended without the prior written consent of RWE.

(n) Notwithstanding anything to the contrary set forth in this Agreement, upon the termination or expiration of the Option, all of RWE's rights, title and interest in, under and to this Agreement, including, but not limited to, those rights and interests set forth in Sections 2, 5, 7 and 18, shall automatically, irrevocably and unconditionally terminate, expire, be null and void and have no further force or effect and at such time, RWE shall have no further rights, title or interests under this Agreement, and any terms, covenants or conditions of this Agreement which purport to provide rights or interests in favor of RWE shall immediately terminate, be null and void and have no further force or effect.

19. The following terms, covenants and conditions apply:

(a) The rights, covenants and obligations contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns, lessees, or mortgagees.

(b) This Agreement may not be modified or amended except by the written agreement of the Parties.

(c) The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement.

(d) If a court of competent jurisdiction finally determines that any provision of this Agreement is invalid or unenforceable, the court's determination should not affect the validity or enforceability of the remaining provisions of this Agreement. In such event, this Agreement shall be construed as if it did not contain the particular provision that is determined to be invalid or unenforceable. No such determination shall affect any provision of this Agreement to the extent that it is otherwise enforceable under the laws of the Commonwealth of Pennsylvania.

(e) The Recitals to this Agreement and the Exhibits and Schedules attached to this Agreement are incorporated herein by this reference.

(f) The Grantee and its permittees shall comply with all applicable federal, state and local statutes, ordinances, rules, laws, regulations, orders, requirements, and standards (the "**Applicable Laws**") in effect or which arise through promulgation, enactment, amendment, or otherwise (including, without limitation, (a) those specific to road maintenance requirements under applicable federal, state and local operational standards and Sustainable Forestry Initiative standards and (b) those laws governing labor, safety and health) in connection with such Timberland Owner's performance under this Agreement and exercise of the rights granted herein.

(g) The failure of any Party to insist, in any one or more instances, upon a strict performance of any of the terms of this Agreement, shall not be construed as a waiver, or a relinquishment for the future, of such term, but the same shall continue and remain in full force and effect.

(h) No provision of this Agreement shall be construed against or interpreted to the disadvantage of a Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

(i) Termination of this Agreement shall not release any Party from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination.

(j) This Agreement is executed in any number of counterparts, each of which counterpart shall be deemed to be an original, and all collectively but one instrument, and shall for all purposes be sufficiently proved by any such counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed the foregoing Grant of Easement as of the day and year first-above written.

JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY
By: Manulife Investment Management Timberland and Agriculture Inc
Its Advisor

By: _____
Name: Derek Solmie
Title: Director, Dispositions and Acquisitions

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Charlotte A. Hamilton a Notary Public in and for said County and State, hereby certify that Derek Solmie, whose name as Director, Dispositions and Acquisitions of Manulife Investment Management Timberland and Agriculture Inc, a Delaware corporation, on behalf of JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY, a Massachusetts corporation, as its Advisor, is signed to the foregoing Grant of Easement and who is known to me or has produced sufficient identification to me, acknowledged before me on this day that being informed of the contents of the foregoing Grant of Easement, he as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal on March 13, 2025.

_____
Notary Public
My commission expires: 12/10/2028

CHARLOTTE A. HAMILTON
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
December 10, 2028

JOHN HANCOCK LIFE INSURANCE COMPANY (USA)
By: Manulife Investment Management Timberland and Agriculture Inc
Its Advisor

By: _____
Name: Derek Solmie
Title: Director, Dispositions and Acquisitions

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Charlotte A. Hamilton, a Notary Public in and for said County and State, hereby certify that Derek Solmie, whose name as Director, Dispositions and Acquisitions of Manulife Investment Management Timberland and Agriculture Inc, a Delaware corporation, on behalf of JOHN HANCOCK LIFE INSURANCE COMPANY (USA), a Michigan corporation, as its Advisor, is signed to the foregoing Grant of Easement and who is known to me or has produced sufficient identification to me, acknowledged before me on this day that being informed of the contents of the foregoing Grant of Easement, he as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal on March 13, 2025.

Charlotte A. Hamilton
Notary Public
My commission expires: 12/10/2028

CHARLOTTE A. HAMILTON
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
December 10, 2028

IN WITNESS WHEREOF, the Parties have executed the foregoing Grant of Easement as of the day and year first-above written.

LYME NEW YORK HEADWATERS LLC
By: LTC Management LLC, its manager

By: _____
Name: David P. Hoffer
Title: Managing Member

STATE OF NEW HAMPSHIRE)
) ss
COUNTY OF GRAFTON)

I, Emmy Swan, a Notary Public in and for said County and State hereby certify that, whose name as Managing Member of the Manager of Lyme New York Headwaters LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of such entities for and as the act of said entity.

Given under my hand and official seal on March 19, 2025.

Emmy H Swan
Notary Public
My commission expires: 03/23/2027

Emmy H Swan
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 3/23/2027

RWE joins in the execution of this Agreement for the express purposes set forth in Section 18.

RWE SOLAR DEVELOPMENT, LLC

By: _____
Name: Scott Ian Schwartz
Its: Vice President, Authorized Signatory

Alla Levi

ALLA LEVI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LE6051390
Qualified in Westchester County
My Commission Expires November 27, 2026

STATE OF New York §
§
COUNTY OF Westchester §

On this 13 day of March, 2025, before me, the undersigned notary public, personally appeared Scott Schwartz of RWE Solar Development, LLC, personally known to me or provided to me on the basis of satisfactory evidence to be the person who subscribed to the foregoing instrument on behalf of RWE Solar Development, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
(notary seal)

NOTARY PUBLIC, STATE OF

Name: Alla Levi
My commission expires: 11/27/26
Notary Registration No.:

ALLA LEVI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LE6051390
Qualified in Westchester County
My Commission Expires November 27, 2026

Exhibit A

Grantor's Property

Premises Five 1-5-1

ALL THAT CERTAIN piece, parcel, or tract of land situate in Norwich Township, McKean County, Pennsylvania, bounded and described as follows, to wit:

Lot #39 in the survey of the Ridgway lands made by Jonathan Colegrove. **BEGINNING** at a Beech tree, it being the corner of lots #29, #30, #39, and #40 of said survey; thence North 186 rods to a Birch it being the northeast corner of said lot #39; thence west 160 rods to a post being the northwest corner of said lot; thence south 186 rods to a Beech Tree, it being the southeast corner of lot #46; thence East 160 rods to place of beginning. Containing 186 acres, more or less, Warrants 2411 and 2412.

ALSO TWO TRACTS in Norwich and Sergeant Townships: (a) **BEGINNING** at a Beech tree, being the corner of Lots #39, #40, #45, and #46 in the said Colegrove Survey; thence north 186 rods to a post being the Northwest corner of Lot #39; thence east 80 rods on the north line of said lot #39 to a post corner; thence north 100 rods to a post corner; thence west 80 rods to a post corner in the west line of lot #38; thence north 86 rods to a post being the northeast corner of lot #47; thence west 160 rods to a Beech tree being the northwest corner of said lot #47; thence south 372 rods to a Beech tree being southwest corner of Lot #46; thence east 160 rods to place of beginning. Containing 422 acres, more or less, being part of lot 38 of said survey and of warrant 2411 and lot 47 of said survey in warrants 2411, 2410, and lot #46 of said survey in warrants 2411 and 2412.

Exhibit B

Grantee's Property

ALL that certain piece, parcel or tract of land situate, lying and being in the TOWNSHIPS of NORWICH and SERGEANT, COUNTY of MCKEAN and COMMONWEALTH of PENNSYLVANIA, bounded and described as follows:

BEGINNING at a beech the southeast corner of Subdivision No. 20, and the southwest corner of No. 17; thence by south line of Nos. 20, 33, 36 and 49, West six hundred eighty-nine (689) rods to a post, the southwest corner of No. 49; thence by west line of No. 48, South one hundred eighty-seven and six tenths (187.6) rods to beech the northwest corner of No. 47; thence by north line thereof, East one hundred seventy-three (173) rods to post the northeast corner of said lot; thence by east line thereof, South one hundred seven and six tenths (107.6) rods to post the northwest corner of fifty acres deeded to W. F. Kittridge; thence by north line thereof, East eighty (80) rods to small beech the northeast corner of said lot; thence by east line thereof, South one hundred (100) rods to post in north line of No. 39 in Scull Road; thence by said road and north line of Nos. 39, 30 and 23, East four hundred thirty-six (436) rods to beech the southwest corner of No. 15; thence by west line of said lot and No. 16, North three hundred ninety-five and two tenths (395.2) rods to the place of beginning.

CONTAINING one thousand four hundred twenty seven and three tenths (1427.3) acres, be the same more or less, and being Subdivision Nos. 21, 22, 31, 32, 37, 48 and part of 38, in J. Colegrove's survey of the Ridgway Lands.

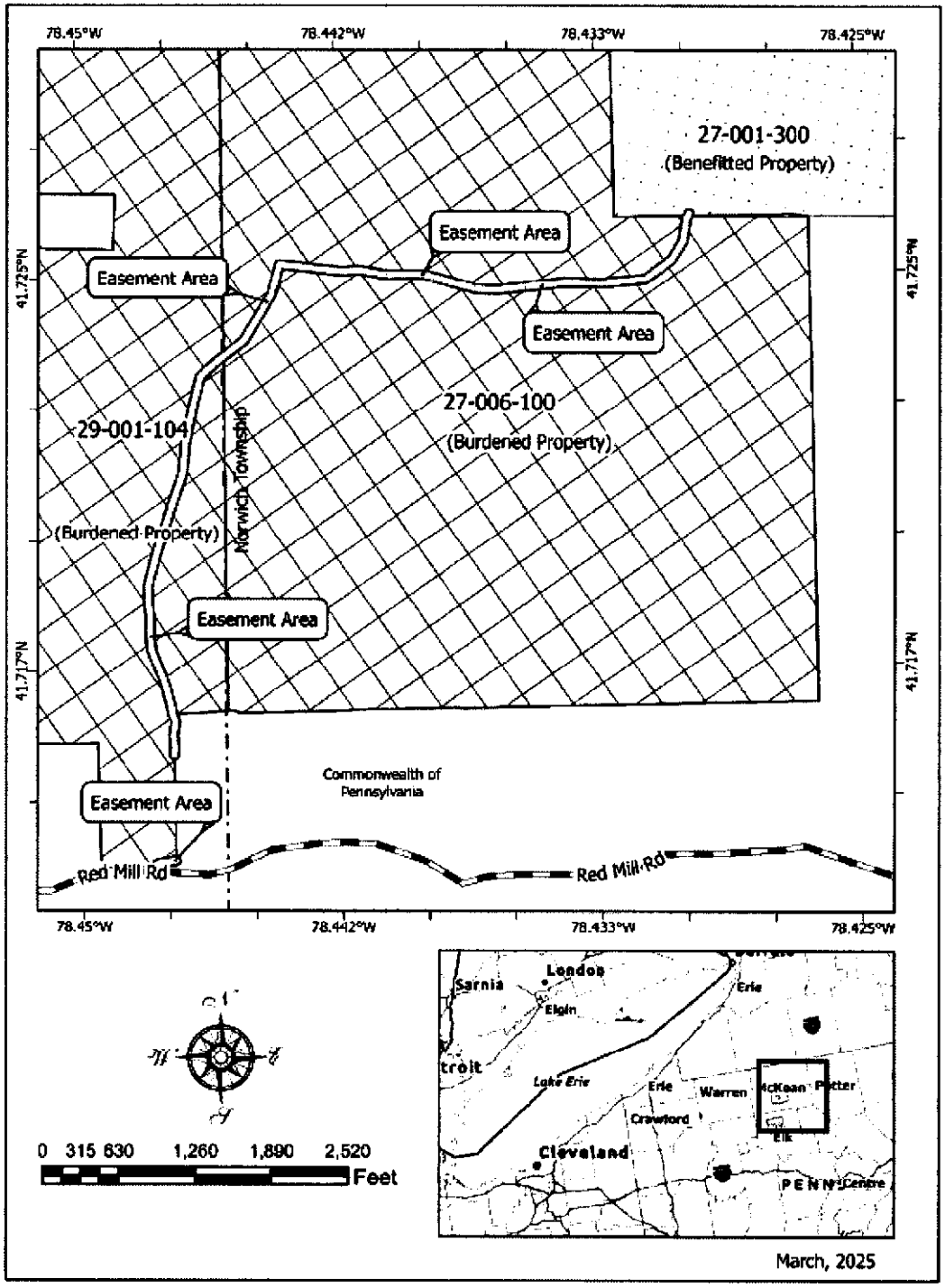
EXCEPTING, nevertheless, all of the oil and gas in, on or under all of the above parcels of land, together with such rights of entry and re-entry as may be necessary in order to recover the same as set forth in Deed Book 304, at page 374, records of McKean County. This exception does not include the minerals in, on or under said parcel of land and such minerals as are owned by the party of the first part herein are hereby conveyed to the parties of the second part.

SUBJECT, nevertheless, to all exceptions, reservations and conditions as found in previous deeds of record to the Grantor its predecessors in title. Conveying and intending to convey to the Grantee all rights of way, easements and other interest in real estate now owned by Grantor, over and across or on lands of other adjoining any of the above parcels of land and appurtenant thereto, whether or not specifically described in any of the deeds hereinbefore referred to, but in the chain of title.

BEING the same premises conveyed to JBR Partners, L.P. by deed of George Mee Family Trust u/a/d December 2, 1989; John L. Mallery and Jean E. Mallery, Husband and Wife; John T. Rogers and Barbara A. Rogers, Husband and Wife; and Bruce M. Edwards and Alice Jean Edwards, Husband and Wife, said deed being dated October 1, 2001 and recorded December 27, 2001 in Record Book Volume 374, at page 151, et seq., land records of McKean County.

Exhibit C

Map of Easement Area



Book 1079 Page 931
RECORDER'S USE ONLY

1830019105

pennsylvania DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

COMPLETE EACH SECTION

State Tax Paid: 0.00
Book: 1079 | Page: 915
Instrument Number:
Date Recorded: 3 | 21 | 2025

SECTION I TRANSFER DATA

Date of Acceptance of Document: 3/12/25

Grantor(s)/Lessor(s): John Hancock Life & Health Insurance Company, et al
Telephone Number:
Mailing Address: 197 Clarendon Street, C-08-99
City: Boston | State: MA | ZIP Code: 02116

Grantee(s)/Lessee(s): Lyme New York Headwaters LLC
Telephone Number:
Mailing Address: 23 South Main St, Suite 3A
City: Hanover | State: NH | ZIP Code: 03755

SECTION II REAL ESTATE LOCATION

Street Address: Red Mill Road
City, Township, Borough: Norwich and Sergeant
County: McKean
School District: Smethport
Tax Parcel Number: over 27-006-100 and 29-001-104

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ○ YES ● NO

1. Actual Cash Consideration: 1.00
2. Other Consideration: + 0.00
3. Total Consideration: = 1.00
4. County Assessed Value: n/a r/o/w
5. Common Level Ratio Factor: x n/a
6. Computed Value: = n/a

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed: $ 1.00
1b. Percentage of Grantor's Interest in Real Estate: 100 %
1c. Percentage of Grantor's Interest Conveyed: r/o/w only %

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ○ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ○ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ○ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ○ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ○ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ○ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ○ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ● Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.) 1079/915

Transfer of right-of-way for less than $100.00 actual consideration

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name: Patrick H. Larsen
Telephone Number: 814 274 7913
Mailing Address: 217 N. Main St.
City: Coudersport | State: PA | ZIP Code: 16915

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party
Date: 3/12/25

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

1830019105

1830019105