

## OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 29<sup>th</sup> day of December, 2021 ("**Effective Date**") by and between Marcus Lee Eakins, IV, as Executor of the Estate of Marion Lee Eakins, III, of 8125 Highway 416 West, Robards, Kentucky 42452 ("**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

### RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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

b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of Henderson County Clerk of the County Kentucky, where the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. The Easement Area of the Transmission Facilities shall not exceed one hundred (100) feet in width, "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or

otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Access Easement an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Access Easement. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**").

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agree it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property (in the reasonable discretion of Grantor) than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

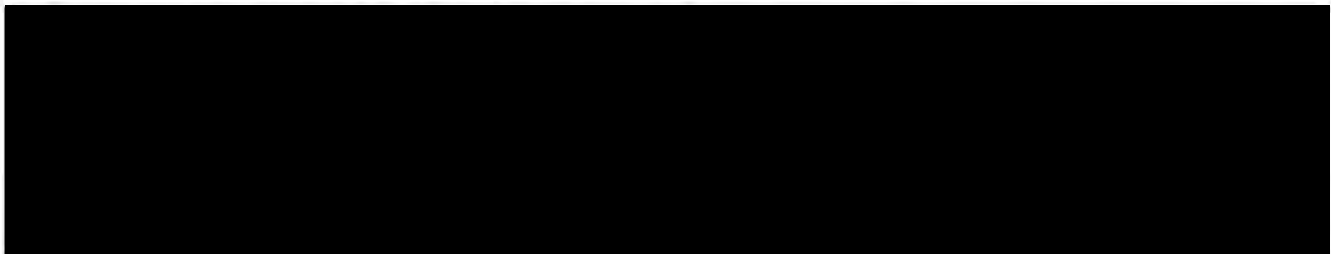
3. **Ownership.** To Grantor's knowledge, Grantor is the holder of fee simple title to all of the Property, and have the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Grantor agrees to specially warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any party claiming to have any ownership interest in the Property by, through or under Grantor.

4. **Interference.** Grantor covenants and agree that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements 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 such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

6. **Hazardous Materials.** Grantor represent and warrant that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property, other than pesticides, herbicides, soil amendments, or other substances used in the ordinary course of farming operations. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee 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 Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry. Grantee shall not violate in a material way any Environmental Law relating to the Property.



10. **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.

11. **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.

12. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. 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.**

13. **Successors and 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.

14. **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.

15. **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.

16. **Compensation**. The compensation due by Grantee to Grantor 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]*  
*[Balance of page intentionally left blank]*



**Grantee:**

Sebree Solar, LLC  
A Delaware limited liability company

By:   
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

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

Sworn to (or affirmed) and subscribed before me **by means of**  **physical presence** or  **online notarization**, this 13 day of January, 2022 by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

(notary seal)

  
NOTARY PUBLIC, STATE OF FLORIDA



Prepared By and After  
Recording Return to:

\_\_\_\_\_  
Andrew K. Fritsch  
NextEra Energy Resources, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
(561) 694-4678

## EXHIBIT A TO EASEMENT

### Legal Description of Property

#### Parcel 1

A tract of land in Henderson County, Ky., "Beginning at a stone in the middle of the Robards and Rock House Road, corner to lot No. 4 in the division of E. G. Eakins' estate, extending to a pin oak 6 inches bears north  $4\frac{3}{4}$  E a distance of  $25\frac{1}{3}$  links; thence with the middle of said road S 88 E 22.02 chains to a stone in the middle of said road, corner to the passway and one road N 88 W from the corner of lot No. 10; thence S  $1\frac{1}{2}$  W 17.54 chains to a stone in the W line of the passway and corner to Lot No. 8 and one rod W of the line of Lot No. 10; thence N 88 W 21.97 chains to a stone in the line of Lot No. 4 and corner to Lot No. 8; thence N  $1\frac{1}{2}$  E 17.49 chains to the beginning, containing 38 acres, and being the same property devised to Sarah E. Eakins by will of record in Will Book E, page 187, in the office of the Clerk of the Henderson County Court.

Being the same property conveyed to Grantors by Lee Eakins, a single person, by deed dated October 15, 1947, and of record in Deed Book 134 at page 193, Henderson County Court Clerk's Office.

#### Parcel 2

A certain tract of land situated in Henderson County, Kentucky, near Robards, and bounded as follows:

"Beginning at a stake in the middle of the Robards and Rock House Road, a corner to the east side of the passway 1 rod S 88 E from the corner of Lot #9; thence S  $1\frac{1}{2}$  W 20 8.06 (?) chains to a stone in the east line of passway and 1 rod east of line of Lot No. 8 and corner to Lot No. 11 a sweet gum side line tree bears N 87 E distant  $18\frac{1}{10}$  links; thence S 88 E  $19\frac{17}{100}$  chains to a stone in the east line of the Enock Eakins tract and corner to Lot No. 11, a poplar fore and aft five inches in diameter N 30 E  $20\frac{23}{100}$  chains to



a post and stone in the N of the Robards and Rockhouse Road, originally northeast corner of the Enoch Eakins tract, sweet gum, dogwood and hickory, originally corner tree down and gone; thence with north side of and with middle of said road N 88 W 17-60/100 to the beginning and containing 39 acres." (The above description taken from a copy of a deed on record at C. C. Office. Said copy made by Virginia E. Kellen, D.C.)

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated June 14, 1977, of record in Deed Book 295, Page 614, in the Henderson County Clerk's office.

Parcel 3

That certain parcel located in Henderson County Kentucky, near Robards, and near the Robards and Rock House Road, to wit:

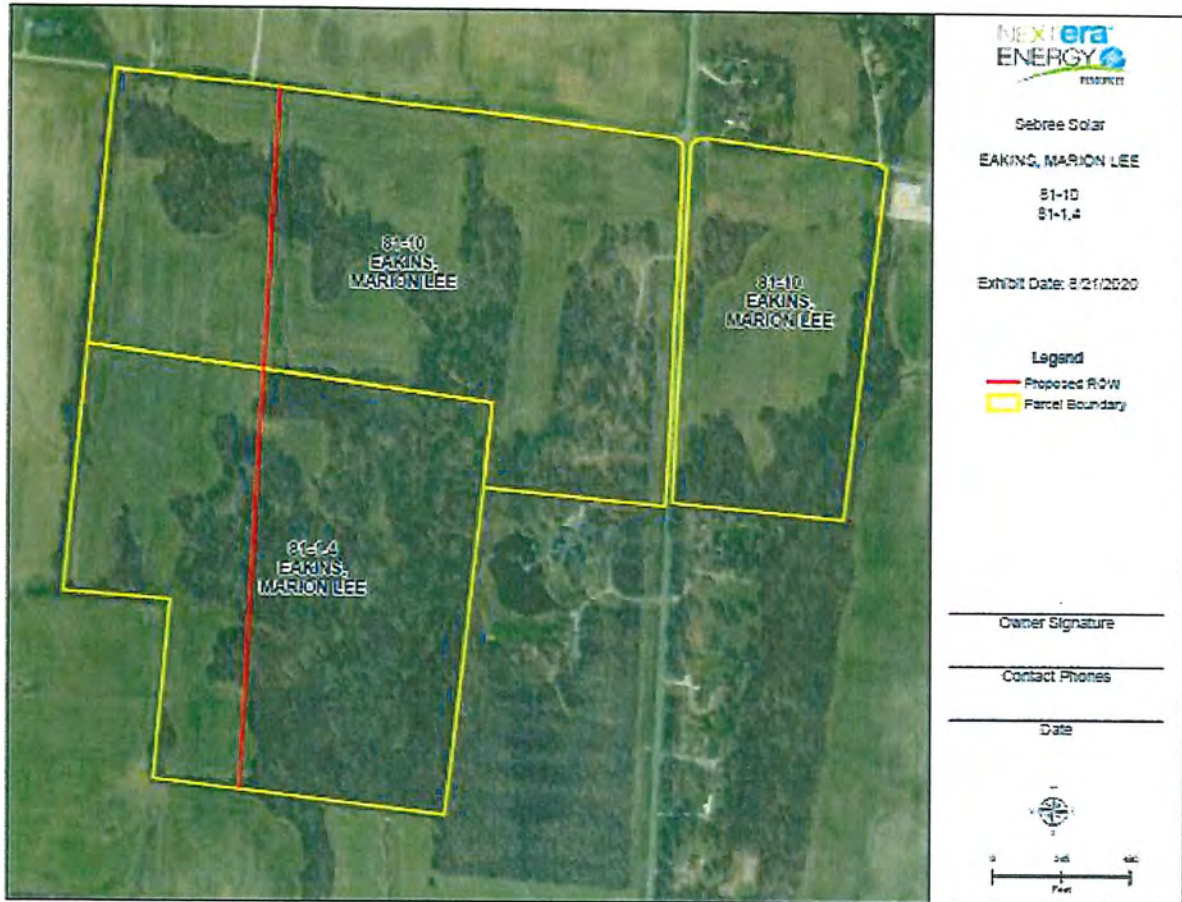
Beginning at a stone near the Southeast corner of the barn and corner of Lot No. 4; thence N.  $1\frac{1}{2}^{\circ}$  E. 11 16/100 chains to a stone in the line of No. 4 and corner of Lot No. 9; thence S.  $88^{\circ}$  E. 21 97/100 chains to a stone in the West line of passway and corner to Lot No. 9; thence S.  $1\frac{1}{2}^{\circ}$  W. 20 42/100 chains to a stone in West line of passway and corner to Lot No. 7; thence S.  $88\frac{1}{2}^{\circ}$  W. 15 74/100 chains to a stone in line of Lot No. 5 and corner to Lot No. 7; thence N.  $1\frac{1}{2}^{\circ}$  E. 9 80/100 chains to a stone, corner to Lot No. 5, a hickory 5 inches bears S.  $43\frac{3}{4}$  W. distance 7 7/10 links and a sassafras 7 inches bears N.  $20\frac{1}{2}$  W. distance 17 1/3 links; thence due West 6 14/100 chains to the beginning.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated April 28, 1965, of record in Deed Book 219, Page 400, in the Henderson County Clerk's office.

QLA: 9097

**EXHIBIT B TO EASEMENT**

**Depiction of Easements**



**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to Marcus Lee Eakins, IV, as Executor of the Estate of Marion Lee Eakins, III ("**Grantor**") of the following:

1. Grantor and Boulevard Associates, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated \_\_\_\_\_, 2020, recorded on \_\_\_\_\_, 202\_\_ in Book \_\_\_\_ Page \_\_\_\_\_, Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be \_\_\_\_\_, 202\_\_.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

*[Signature Appears on Following Page]*

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Sebree Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By and After  
Recording Return to:

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

## EXHIBIT A TO FORM OF NOTICE

### Legal Description of Property

#### Parcel 1

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a post and stone in the N of the Robards and Rockhouse Road, originally northeast corner of the Enoch Eakins tract, sweet gum, dogwood and hickory, originally corner tree down and gone; thence with north side of and with middle of said road N 88 W 17-60/100 to the beginning and containing 39 acres." (The above description taken from a copy of a deed on record at C. C. Office. Said copy made by Virginia E. Kellen, D.C.)

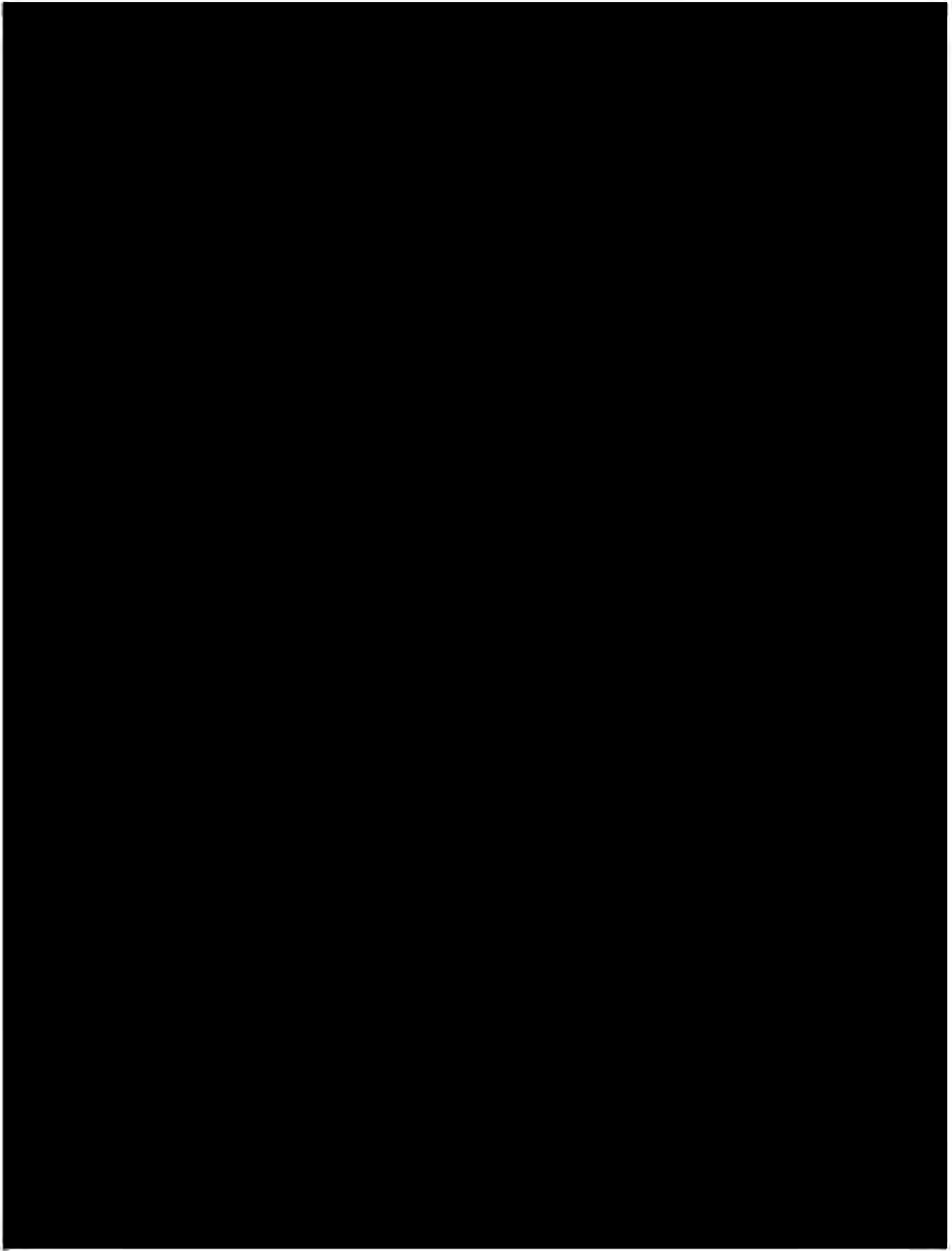
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**Grantor:**

Marcus Lee Eakins, IV, Executor of  
the Estate of Marion Lee Eakins, III

December, 29 2021



### OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("**Effective Date**") by and between John C. Hester and Melissa B. Hester, husband and wife, with an address of 3631 Highway 416 E, Henderson, Kentucky 42420 ("**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

### **RECITALS**

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. The Easement Area of the Transmission Facilities shall not exceed one hundred (100) feet in width. "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the

purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Any roads constructed by Grantee shall be along the boundary of the property. Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**"). All topsoil disturbed by the work on the project will be segregated and restored as topsoil upon completion of the work.

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership.** Grantor 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. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability.

Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements 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**"). Grantee may make a complete assignment of this Agreement only in connection with the assignment of all, or substantially all, of the assets of Grantee and be released from liability hereunder in such event from obligations subject thereof accruing after the date for such obligations are assumed by Assignee. In the event of any partial assignment of Grantee's rights hereunder, Grantee shall not be released from liability hereunder without Grantor's written consent. When Grantee makes any assignment under this Section 5, Grantee shall give notice to Grantor of such Assignment (including the interest conveyed by the Assignment and the address of the Assignee for notice purposes) to Grantor; provided, however, Grantee's failure to give notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Grantor with respect to such assignment or conveyance until such notice is given.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee 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 Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

9. **Removal.** If this Agreement is terminated and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty-

eight inches (48") beneath the surface of the Property and all of Grantee's monetary obligations remain in effect until removal of all Facilities

10. **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.

11. **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.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. 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.**

13. **Successors and 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.

14. **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.

15. **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.

16. **Compensation.** The compensation due by Grantee to Grantor 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]*

*[Balance of page intentionally left blank]*







## EXHIBIT A TO EASEMENT

### Legal Description of Property

#### 81.71 acres Highway 416 W., Robards

Tract 1: Beginning at a stake near a sassafras post and small hickory in J. W. Ligon's line and corner to Hub Toy; thence N 8 E 132 poles and 14 links to a sweet gum and hickory, corner to A. O. Edwards; thence S 64 ¼ E 62 poles and 11 links to a stake between two post oaks, corner to J. P. Triplett; thence \_\_\_ 7 ½ E 113 poles and 5 links to a stake, corner to Hub Toy; thence N 83 ½ W 61 poles to the beginning, containing 46 ½ acres. Also an 18 foot passway beginning at the corner near the house across the North side of Joe Bridwell to the Knoblick Road, near Thomas J. Eblen.

Tract 2: Beginning at a stone on the south side of the Knoblick Road and corner to R. S. Triplett heirs; thence N 7.35 E 78 poles to a stake in Wm. Crowder line, corner to Alex Reeder; thence N 83 ¼ W 61 poles to a stake near a sassafras, post oak and small hickory, also a corner to said Reeder in J. W. Ligon's line; thence S 8 W 131 poles and 18 links to a stake, corner to R. S. Triplett heirs on the west side of the Knoblick Road; thence N 51 E with meanderings of said Knoblick Road 81 ½ poles to the beginning, containing 40 acres.

Containing in all 86 ½ acres, more or less, but subject to legal highways and rights of way.

LESS AND EXCEPT the following property conveyed by deed of record in Deed Book 281, page 172, in the Henderson County Clerk's Office.

A certain lot of ground located approximately ½ mile east of Robards, Kentucky, on the north side of Kentucky 416 and further described as follows: Beginning 30 feet from the center of Ky. No. 416 and 14 feet from the center of a passway running between Luther Bowley and Keach property; thence with the east side of said passway, N 35°50' W, 58.11 feet; N 10°43' W, 26.23 feet; N 0°28' E, 613.43 feet to a corner to Doris Keach remainder tract; thence N 72°49' E, 286.70 feet and S 23°18' E, 371.07 feet to the north line of Ky. No. 416; thence with Ky. No. 416, S 44°32'26" W, 330.67 feet; S 42°58' W, 93.62 feet, S 38°37' W, 86.25 feet, and S 32°02' W, 69.46 feet to the point of beginning and containing 4.587 acres.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated May 14, 2019, of record in Deed Book 637, Page 452, in the Henderson County Clerk's office.

QLA: 9061

**EXHIBIT B TO EASEMENT**

**Depiction of Easements**

**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to John C. Hester and Melissa B. Hester, husband and wife ("**Grantor**") of the following:

1. Grantor and Sebree Solar, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated \_\_\_\_\_, 20\_\_\_\_, recorded on \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_ Page \_\_\_\_\_, Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be \_\_\_\_\_, 202\_\_\_\_.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Sebree Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By and After  
Recording Return to:

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

## EXHIBIT A TO FORM OF NOTICE

### Legal Description of Property

#### 81.71 acres Highway 416 W., Robards

Tract 1: Beginning at a stake near a sassafras post and small hickory in J. W. Ligon's line and corner to Hub Toy; thence N 8 E 132 poles and 14 links to a sweet gum and hickory, corner to A. O. Edwards; thence S 64  $\frac{3}{4}$  E 62 poles and 11 links to a stake between two post oaks, corner to J. P. Triplett; thence  $\_ 7 \frac{1}{2}$  E 113 poles and 5 links to a stake, corner to Hub Toy; thence N 83  $\frac{1}{2}$  W 61 poles to the beginning, containing 46  $\frac{1}{2}$  acres. Also an 18 foot passway beginning at the corner near the house across the North side of Joe Bridwell to the Knoblick Road, near Thomas J. Eblen.

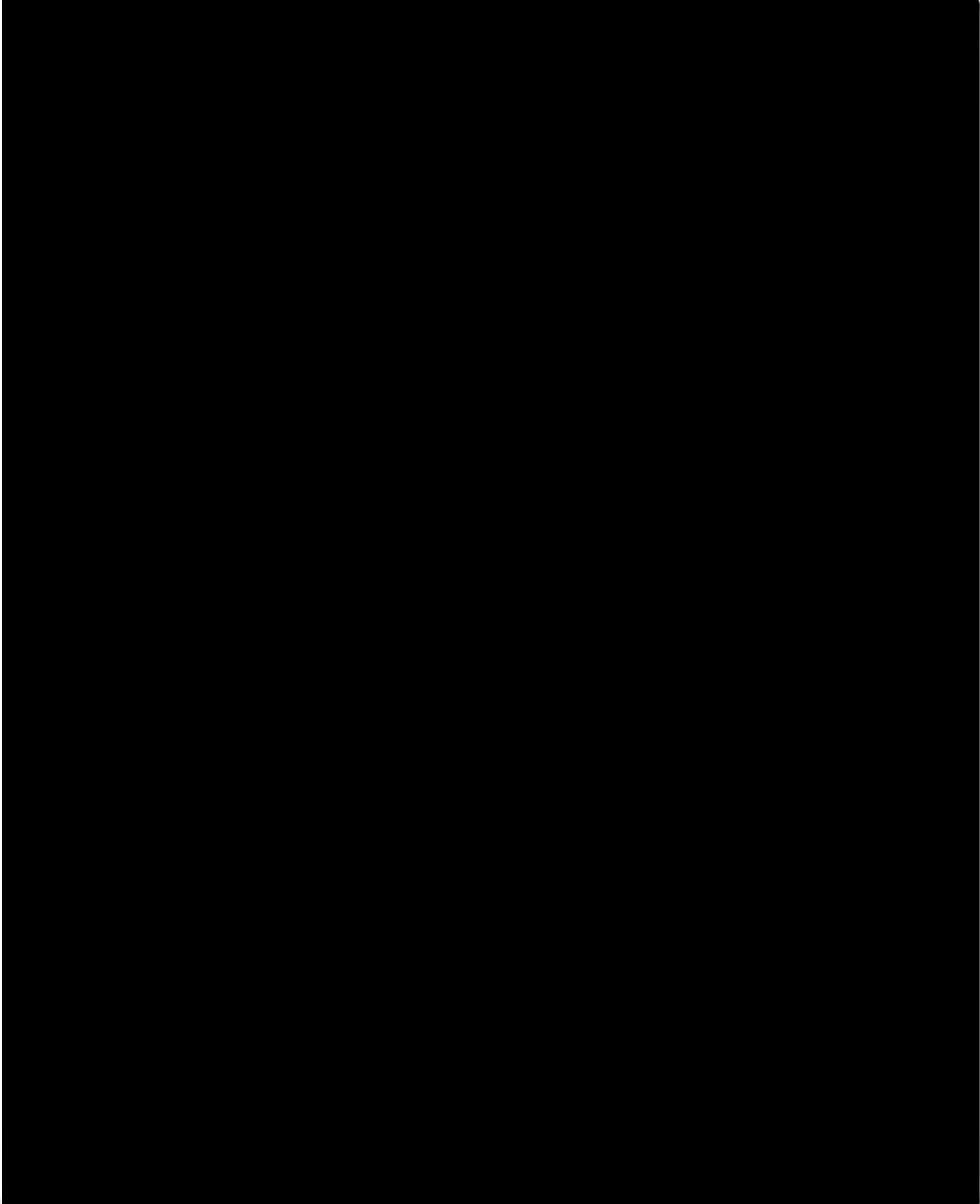
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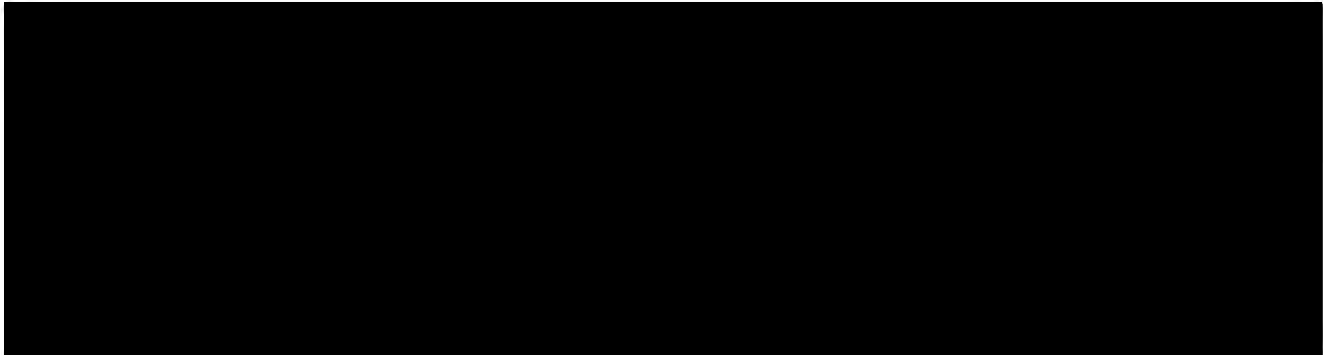
Containing in all 86  $\frac{1}{2}$  acres, more or less, but subject to legal highways and rights of way.

LESS AND EXCEPT the following property conveyed by deed of record in Deed Book 281, page 172, in the Henderson County Clerk's Office.

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THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated May 14, 2019, of record in Deed Book 637, Page 452, in the Henderson County Clerk's office.





**Grantor:**

John C. Hester  
John C. Hester

October 26, 2021

Melissa B. Hester  
Melissa B. Hester

October 26, 2021

### OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 4th day of October, 2021 ("**Effective Date**") by and between John Kayle Malcom, a single person, with an address of 14873 Highway 41 S, Robards, Kentucky 42452 ("**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

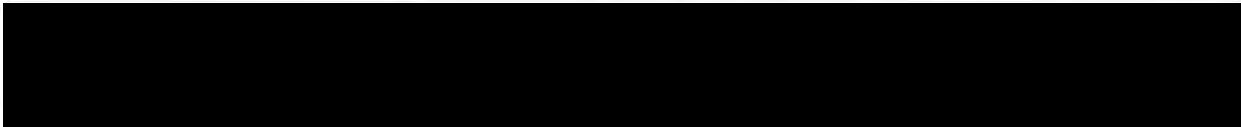
### **RECITALS**

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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



b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. The Easement Area of the Transmission Facilities shall not exceed one hundred (100) feet in width. "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**". Notwithstanding anything contained herein, the use of the Transmission facilities shall be limited to power generation and related uses as set forth above.

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the

purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**").

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership.** Grantor 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. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements 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 such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. Any partial assignment or joint use permitted by Grantee shall be limited to assignees conducting power generation and transmission, and related uses, across the Transmission Facilities.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee 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 Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

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10. **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.

11. **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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15. **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.

16. **Compensation.** The compensation due by Grantee to Grantor 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]*  
*[Balance of page intentionally left blank]*



**Grantee:**

Sebree Solar, LLC  
A Delaware limited liability company

By: Anthony Pedroni  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

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

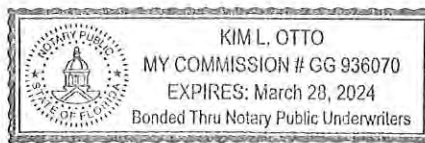
Sworn to (or affirmed) and subscribed before me **by means of**  **physical presence** or  **online notarization**, this 4 day of October, 2021 by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

(notary seal)

Kim L. Otto

NOTARY PUBLIC, STATE OF FLORIDA

Prepared By and After  
Recording Return to:



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

**EXHIBIT A TO EASEMENT**

**Legal Description of Property**

A certain parcel of land located in the Henderson County, Kentucky described to-wit:

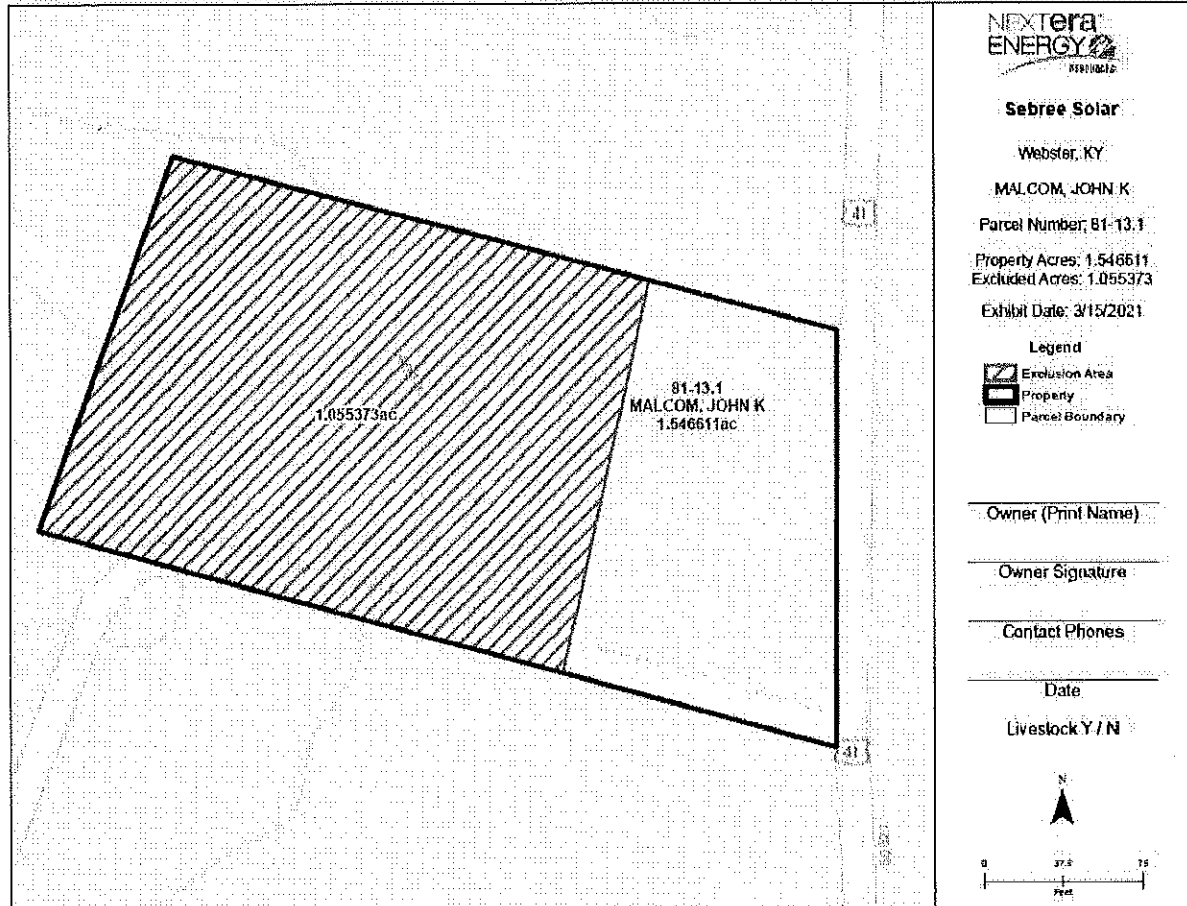
A lot approximately .3 of a mile north of Henderson-Webster County line at U.S. 41 and MacDonald Road, more specifically described as follows; BEGINNING at a pin in the center of MacDonald Road also being U.S. 41 West R/W line, 120 feet from center of said U.S. 41 running thence with MacDonald Road, N 82 deg. 24" W 257.94 feet to a pin in the east line of Bert Griffin remainder tract; thence with Griffin N 5 deg. 15' E 183.5 feet to a pin; thence also with Griffin line, S 80 deg. 32' E 214.89 feet to a pin in west R/W line of U.S. 41; thence with R/W line, S 8 deg. 26' E 183.5 feet to the beginning, containing 0.973 acres.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Quit Claim Deed dated October 13, 1999, of record in Deed Book 489, Page 781, in the Henderson County Clerk's office.

QLA: 9231

## EXHIBIT B TO EASEMENT

### Depiction of Easements





**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to John Kayle Malcom, a single person ("**Grantor**") of the following:

1. Grantor and Sebree Solar, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated \_\_\_\_\_, 20\_\_\_\_, recorded on \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_ Page \_\_\_\_\_, Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be \_\_\_\_\_, 202\_\_\_\_.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Sebree Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By and After  
Recording Return to:

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

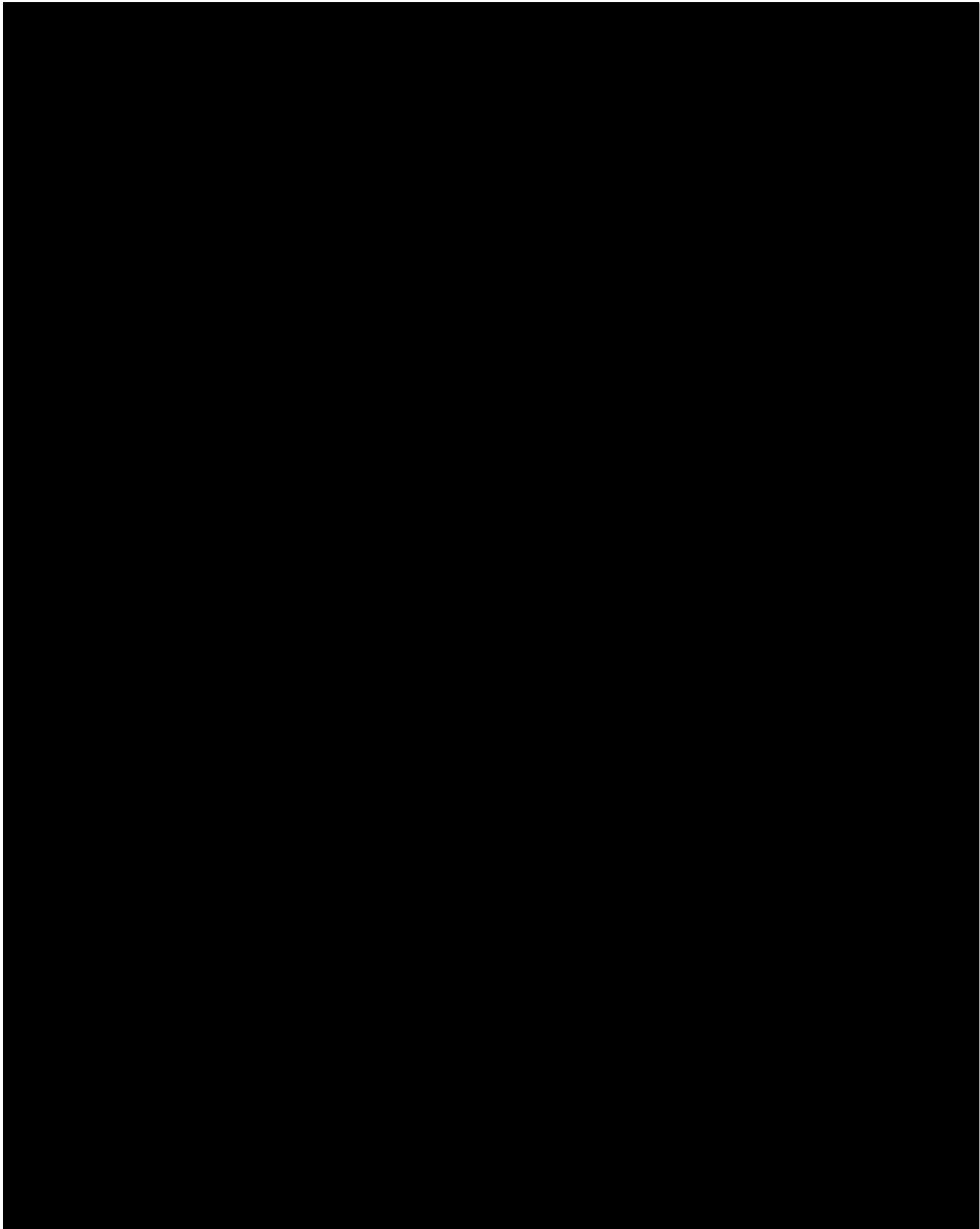
**EXHIBIT A TO FORM OF NOTICE**

**Legal Description of Property**

A certain parcel of land located in the Henderson County, Kentucky described to-wit:

A lot approximately .3 of a mile north of Henderson-Webster County line at U.S. 41 and MacDonald Road, more specifically described as follows; BEGINNING at a pin in the center of MacDonald Road also being U.S. 41 West R/W line, 120 feet from center of said U.S. 41 running thence with MacDonald Road, N 82 deg. 24" W 257.94 feet to a pin in the east line of Bert Griffin remainder tract; thence with Griffin N 5 deg. 15' E 183.5 feet to a pin; thence also with Griffin line, S 80 deg. 32' E 214.89 feet to a pin in west R/W line of U.S. 41; thence with R/W line, S 8 deg. 26' E 183.5 feet to the beginning, containing 0.973 acres.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Quit Claim Deed dated October 13, 1999, of record in Deed Book 489, Page 781, in the Henderson County Clerk's office.





**Grantor:**

  
\_\_\_\_\_  
John Kayle Malcom

8-25-, 2020

### OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 7<sup>th</sup> day of January, 2022 ("**Effective Date**") by and between James I. Gibson III and Evelyn P. Gibson, husband and wife, with an address of 7 Phillips Court, Henderson, Kentucky 42420 ("**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

### **RECITALS**

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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



b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. The Easement Area of the Transmission Facilities shall not exceed one hundred (100) feet in width, "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the

purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Any roads constructed by Grantee shall be along the boundary of the property. Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**"). All topsoil disturbed by the work on the project will be segregated and restored as topsoil upon completion of the work.

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership.** Grantor 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. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or



any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements 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**"). Grantee may make a complete assignment of this Agreement only in connection with the assignment of all, or substantially all, of the assets of Grantee and be released from liability hereunder in such event from obligations subject thereof accruing after the date for such obligations are assumed by Assignee. In the event of any partial assignment of Grantee's rights hereunder, Grantee shall not be released from liability hereunder without Grantor's written consent. When Grantee makes any assignment under this Section 5, Grantee shall give notice to Grantor of such Assignment (including the interest conveyed by the Assignment and the address of the Assignee for notice purposes) to Grantor; provided, however, Grantee's failure to give notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Grantor with respect to such assignment or conveyance until such notice is given.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee 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 Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

9. **Removal.** If this Agreement is terminated and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at

Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Property and all of Grantee's monetary obligations remain in effect until removal of all Facilities

10. **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.

11. **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.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. 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.**

13. **Successors and 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.

14. **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.

15. **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.

16. **Compensation.** The compensation due by Grantee to Grantor 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]*  
*[Balance of page intentionally left blank]*

EXECUTED effective the day and year first hereinabove written.

Grantor:

James I. Gibson III  
James I. Gibson III

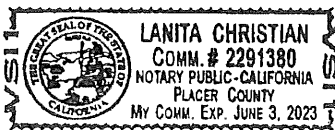
Evelyn P. Gibson  
Evelyn P. Gibson

**ACKNOWLEDGEMENT**

COMMONWEALTH OF CALIFORNIA )  
 ) ss:  
COUNTY OF Placer )

The foregoing instrument was acknowledged before me this 3 day of January, 2022 by Evelyn P. Gibson wife of James I. Gibson, III.

(notary seal)



Lanita Christian  
NOTARY PUBLIC, COMMONWEALTH OF KENTUCKY

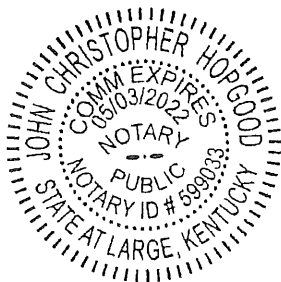
My commission expires: June 3, 2023

Notary ID number: #2291380

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF HENDERSON )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Jan, 2022, by James I. Gibson III husband of Evelyn P. Gibson.

(notary seal)



Chris Hopgood  
NOTARY PUBLIC, COMMONWEALTH OF KENTUCKY

My commission expires: 599033

Notary ID number: 599033

**Grantee:**

Sebree Solar, LLC  
A Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

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

Sworn to (or affirmed) and subscribed before me **by means of  physical presence or  online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

*(notary seal)*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Prepared By and After  
Recording Return to:

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

## EXHIBIT A TO EASEMENT

### Legal Description of Property

The following described property is located on the North side of Kentucky, Highway 416, between Robards and U.S. Highway 41, Henderson County, Kentucky, to wit:

Beginning at a stake, 372 feet southwest from the north corner of the house and Lot Tract No. 1 of Harry Woods and wife, runs with said Woods house Tract No. 1, as follows: from the west right-of-way of the Robards-Niagara Road, N 39 deg. 30' W 212 feet to a stake in ditch; thence with said ditch and house tract; N 47 deg. 15' E 133 feet; East 95 feet; and N 47 deg. 30' E 242 feet to a stake in ditch, corner with the house tract of 1.8 acres; thence S 29 deg. E 212 feet to a stake in the west right-of-way line of the Robards-Niagara Road, corner with the 1.8 acre house tract; thence with said right-of-way line; N 50 deg. 30' E 218 feet to an iron stake corner with the Russell land; thence with said Russell land; N 51 deg. 56' W 1500 feet to an iron stake, corner with said Russell Land in Clay Tapp's line; thence with said Tapp; S 8 deg. 27' W 1465 feet to a stake in ditch, corner with Dorris Keach in Clay Tapp's line; thence with said Keach and ditch as follows: S 36 deg. E 95 feet; S 68 deg. E 305 feet; and S 18 deg. 15' E 130 feet to a stake in ditch, corner with Dorris Keach in the west right-of-way line of the Robards-Niagara Road; thence with said right-of-way line: N 50 deg. 30' E 738 feet to the place of beginning, containing 27 acres. According to survey of W.W. Poole, registered Engineer N. 2689.

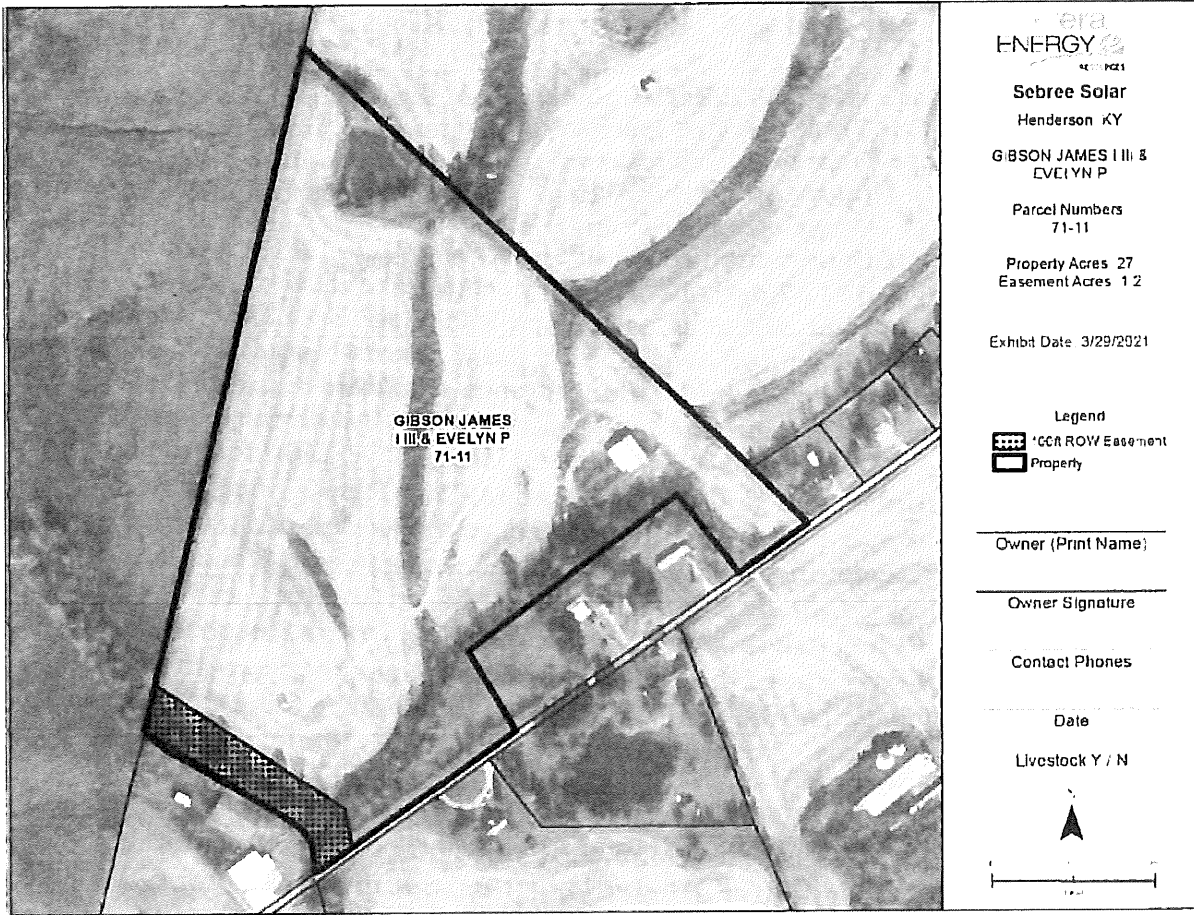
LESS & EXCEPT: A three-fourths (3/4) interest in all minerals, including oil and gas, in and underlying the above described property, the same having been previously excepted and reserved.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated July 8, 2004 of record in Deed Book 532, Page 772, in the Henderson County Clerk's office.

QLA: 9063

**EXHIBIT B TO EASEMENT**

**Depiction of Easements**



**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to James I. Gibson III and Evelyn P. Gibson, husband and wife ("**Grantor**") of the following:

1. Grantor and Sebree Solar, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated \_\_\_\_\_, 20\_\_\_\_, recorded on \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_, Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be [*insert Commencement Date*].

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]



IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Sebree Solar, LLC,  
a Delaware limited liability company

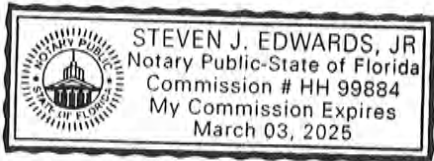
By:   
Anthony Pedroni, Vice President


**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7 day of January, 2022 by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.



  
Notary Public, State of Florida  
Name: Steven J. Edwards Jr  
My Commission Expires: March 3, 2025

Prepared By and After  
Recording Return to:

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

**EXHIBIT A TO FORM OF NOTICE**

**Legal Description of Property**

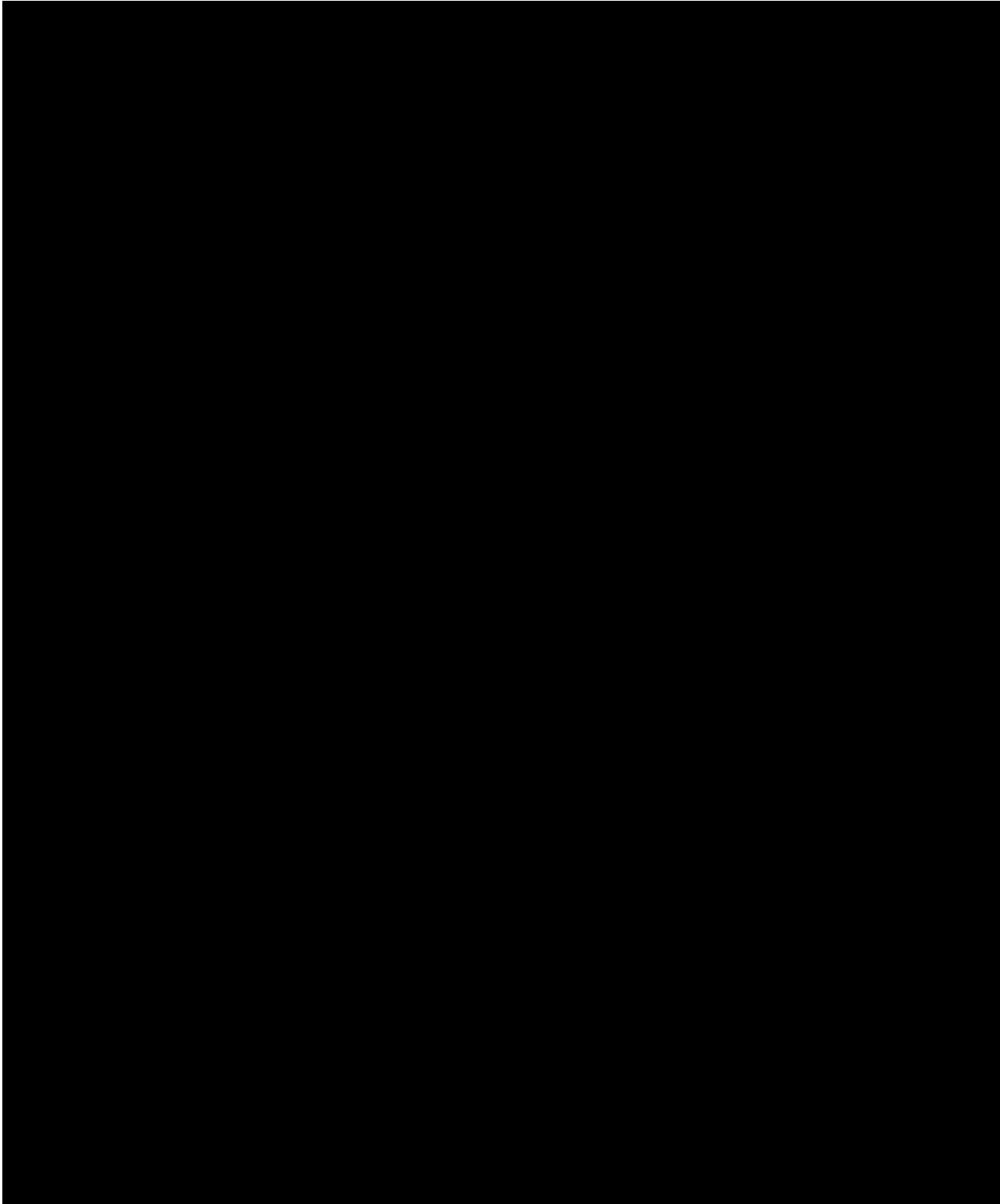
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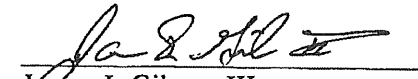
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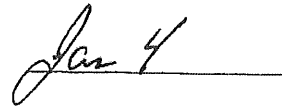
QLA: 9063

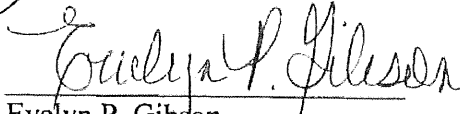


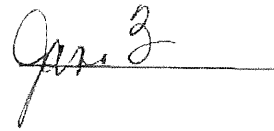


**Grantor:**

  
James I. Gibson III

 , 2022

  
Evelyn P. Gibson

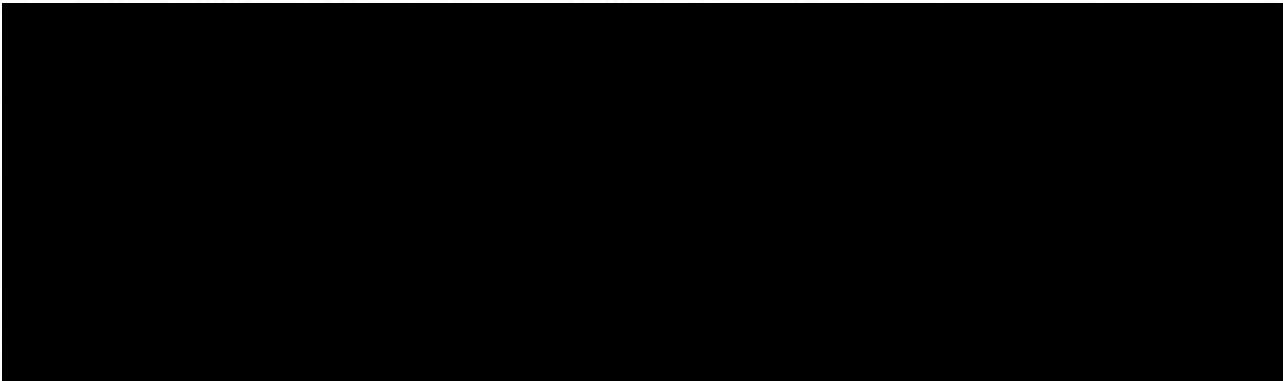
 , 2022

## REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT ("**Agreement**"), made and entered into as of the 7<sup>th</sup> day of January, 2022 by and between Kentucky Five Star Energy, LLC, a Kentucky limited liability company, ("**Seller**") and Sebree Solar, LLC, a Delaware limited liability company, whose address is 700 Universe Boulevard, Juno Beach, FL., 33408 ("**Purchaser**"), provides as follows:

THAT, FOR AND IN CONSIDERATION of the mutual covenants, promises, conditions, and undertakings set forth herein, the payment of the Option Fee (as hereafter defined), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Purchaser covenant and agree as follows:

1. **Grant of Option.** Seller hereby grants to Purchaser an exclusive right and option ("**Option**") to purchase from Seller, upon the terms and conditions hereafter set forth, that certain real property located in the County of Henderson ("**County**"), Commonwealth of Kentucky, and any structures, buildings, and other improvements thereon, together with existing access easements benefiting such real property, all of which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference together with Seller's right, title and interest, if any, in and to all streets, alleys and right-of-ways adjacent to the real property, any easement rights, air rights, subsurface development rights, water rights and other rights appurtenant to the real property, any minerals, including oil, gas and other hydrocarbon substances on the real property, all of which shall be referred to herein as the "**Property**". [*Note if property requires subdivision, insert approximate acreage to be subdivided from land on Exhibit A*].



4. **Exercise of Option, Non-Exercise of Option.** Purchaser may elect to exercise the Option at any time during the Option Term by giving written notice of exercise to Seller. If the Option is exercised as provided herein, this Agreement shall become and constitute a binding contract for the purchase and sale of the Property on the terms and conditions set forth in this Agreement. Upon exercise of the Option by the Purchaser, closing on the purchase and sale of the Property hereunder ("**Settlement**") will occur on a date mutually agreed to by Purchaser and Seller, but no later than sixty (60) days after the date of such written notice of exercise ("**Settlement Date**"). Purchaser shall have the right to terminate the Agreement at any time during the Option Term in Purchaser's sole discretion for any reason by giving Seller written notice, and in such event Seller shall retain any Option Fee delivered by Purchaser as of the termination date, subject

to the provisions of this Agreement under which Purchaser has the right to terminate the Agreement and have any Option Fee returned to Purchaser.

6. **Title and Escrow.**

A. Escrow. On or before the date Purchaser exercises the Option, Purchaser shall open an escrow ("**Escrow**") with an escrow company acceptable to Purchaser (the "**Escrow Agent**"). This Agreement constitutes escrow instructions to Escrow Agent. Any supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control, unless otherwise agreed in writing by Purchaser and Seller.

B. State of Title. Seller's title to the Property is, as of the Effective Date, and shall be, at the time of Settlement, marketable, fee simple, indefeasible, and fully insurable at standard rates by a reputable title insurance company selected by Purchaser ("**Title Insurer**"), subject only to those exceptions acceptable to Purchaser, in its sole discretion. Seller shall cause title to the Property to be conveyed to Purchaser by special warranty deed subject only to current taxes and assessments and matters approved by Purchaser in accordance with Section 6(C) (the "**Permitted Exceptions**"). At Settlement, Seller must satisfy all reasonable requirements imposed by the Title Insurer to issue its ALTA standard owner's policy of title insurance, insuring title to the Property in the name of the Purchaser with liability in the amount of the Purchase Price or such higher amount as may be specified by Purchaser (the "**Owner's Policy**"). The Owner's Policy shall list as exceptions to coverage only the foregoing taxes and assessments and the Permitted Exceptions.

C. Title Examination. Within the Option Term, Purchaser, at its expense, may cause a Title Insurer to issue a title insurance commitment ("**Commitment**") to issue an Owner's Policy to Purchaser. At least thirty 30 days prior to the earlier of (a) the exercise of the Option or (b) the expiration of the Option Term, Purchaser shall advise Seller in writing ("**Title Objection Notice**") of those exceptions to title in the Commitment, which may include any unrecorded leases disclosed by the Seller in accordance with this Agreement, and those matters shown on the Survey contemplated by this Agreement that are unacceptable to Purchaser ("**Title Defects**"). Any exceptions to title insurance shown on the Commitment and matters shown on the Survey that are not contained in the Title Objection Notice shall be deemed Permitted Exceptions. Any title matters affecting the Property and arising after the Effective Date shall not be considered Permitted Exceptions without Purchaser's prior written consent in accordance with Section 6(D). Seller shall use its good faith efforts to cure all Title Defects promptly and at its expense. In the event that Seller is unable to cure any Title Defects (excluding any Monetary Liens) within the thirty (30) day period following the date of the Title Objection Notice or by the Settlement Date, whichever first occurs ("**Title Cure Period**") after good faith efforts to do so, Seller shall notify Purchaser in

writing as to which Title Defects remain uncured on or before the end of the Title Cure Period and Purchaser shall have twenty (20) days following such notice to either: (i) elect to accept title to the Property subject to the uncured Title Defects, in which event such Title Defects shall be deemed Permitted Exceptions; (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, the Option Fee shall be returned to Purchaser by Seller and both parties shall thereafter be released from all further obligations hereunder, except for those obligations specifically stated herein to survive termination of this Agreement; or (iii) elect to extend the Title Cure Period or Settlement Date, if the Option has been exercised, for a reasonable period of time designated by Purchaser (not to exceed thirty (30) days) and, if upon the expiration of such period Seller shall not have cured the Title Defects, Purchaser shall have the options set forth in (i) or (ii) above. Notwithstanding the above, Seller shall be obligated to cure any Title Defects created by Seller and any judgment, lien or encumbrance that can be cured by the payment at Settlement of a liquidated amount ("**Monetary Liens**"). At Settlement, Seller shall provide Purchaser and Title Insurer with all affidavits in form reasonably acceptable to the Title Insurer to permit the Title Insurer to insure against adverse matters caused by Seller and first appearing in the Office of the Clerk of the County on a date subsequent to the effective date of the Commitment and prior to the recording of the deed required by the terms of this Agreement, and to permit Title Insurer to delete the standard exceptions, including parties in possession, mechanics' or materialmen's liens and unrecorded easements

D. Future Title Matters. Seller shall not, after the Effective Date, subject the Property, or consent, to any liens, encumbrances, covenants, conditions, restrictions, easements, or rights-of-way, or seek any zoning changes or take any other action that might affect or modify the status of title to the Property (other than curing or removing title exceptions as contemplated by Section 6(C)) without Purchaser's prior written consent. If Seller violates the provisions of the preceding sentence, Seller shall, prior to Settlement, and at its expense, effect the release of any such liens, encumbrances, covenants, conditions, restrictions, easements and rights-of-way, and take such steps as are necessary to return the zoning and title of the Property to the condition that existed as of the Effective Date or as agreed to by Purchaser.

7. **Due Diligence.**

A. Purchaser's Tests and Inspections. Purchaser shall have the right during the Option Term, to use all existing easements and roads providing access to the Property, including any easements described on **Exhibit A**, and to enter upon the Property and to perform, at its expense, boring tests and economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects in its sole discretion. Said tests shall include but not be limited to the installation on the Property of any weather related instruments and fencing of said instruments reasonably required by Purchaser and access to said instruments. Purchaser shall not interfere with Seller's current operations on the Property while conducting any studies, tests and due diligence on the Property but in the event that Purchaser does interfere with Seller's current operations, Purchaser shall use all reasonable efforts to minimize any impact on Seller's operations. During the Option Term, Seller agrees to make available to Purchaser for inspection, and, at Settlement, to assign to Purchaser without cost, any and all architectural and engineering studies, surveys, and other related materials or information relating to the Property that are in, or come into, Seller's possession or control as more particularly

set forth herein. Within the Option Term, Purchaser may elect, at its option and expense, to cause a survey of the Property ("**Survey**") to be prepared by a reputable surveyor, certifying the acreage of the Property and containing such other information as the Purchaser may direct. Provided Purchaser elects to cause a survey to be prepared, Purchaser may arrange for the preparation of the Survey during the Option Term or at any time prior to Settlement. Purchaser agrees to indemnify against and hold Seller harmless from any claims, damages, costs, or expenses arising from entry upon the Property by Purchaser, or any agents, contractors, or employees of Purchaser with the exception of: (i) any loss, liability, cost or expense to the extent arising from or related to acts of Seller or any tenants, (ii) any diminution in value of the Property arising from or related to matters discovered by Purchaser during its investigation of the Property, (iii) any latent defects in the Property discovered by Purchaser, (iv) liability which results from the release of preexisting toxic or Hazardous Materials on or about the Property resulting from normal environmental testing procedures, and (v) liability which arises from the results or findings of such tests. The provisions of this Section shall survive the Settlement Date or earlier termination of this Agreement. If Settlement does not occur, Purchaser, at its own expense, shall repair any damage to the Property caused by Purchaser's tests and studies. In the event Purchaser does not exercise the Option, Purchaser shall provide to Seller a copy of the Survey it receives in accordance with this Agreement.

B. Delivery of Due Diligence Information. The following instruments and items of information shall be delivered by Seller to Purchaser within fifteen (15) days after the Effective Date to the extent these items are in the Seller's possession or control:

1. All reports covering underground soil and water conditions at the Property and in the possession of Seller or its agent.
2. Copies of any and all licenses, permits and inspection reports issued by governmental authorities with respect to the Property.
3. Copies of the most recent real estate tax bills as to the Property.
4. All current leases and royalty agreements for any portion of the Property.
5. All existing surveys for any portion of the Property.
6. All existing title policies for any portion of the Property.
7. All existing environmental reports for any portion of the Property.
8. Copies of well permits, statements of beneficial use and decrees relating to any ground water wells on or under the surface of the Property.

C. Access to Books and Records. Seller covenants and agrees that its shall give to Purchaser and to Purchaser's counsel, accountants and other representatives full access during normal business hours to the Property and to contracts and commitments of Seller relating



to the Property, if any, and shall furnish to Purchaser all such information concerning the Property in the possession of Seller or their agents that Purchaser may reasonably request.

8. **Settlement Deliveries.**

A. **Seller's Deliveries.** At or before Settlement, Seller shall deliver to Escrow Agent all of the following documents and instruments, which shall have been executed by Seller:

1. A special warranty deed ("**Deed**"), in the form attached hereto as **Exhibit B** granting and conveying to Purchaser title to the Property in fee simple absolute, such Deed to be delivered in hand at Settlement;

2. A bill of sale and general assignment transferring and conveying all of Seller's right, title and interest in and to any personal property at the Property that Purchaser has agreed to accept and all of Seller's right, title and interest in and to all licenses, rights, permits and authorizations pertaining to the Property;

3. Such affidavits, certificates and forms as may be required by the Title Insurer, any lender, or state or local law;

4. A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code ("**Section 1445**") that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates including, without limitation, any required state withholding or non-foreign status affidavit or certificate;

5. A solar easement encumbering lands owned by Seller within a half-mile radius of the Property, which restricts development or construction on such lands that would overshadow or otherwise block access of the sunlight to the solar collection facilities to be located on the Property;

6. All other documents and instruments referred to herein that are to be provided to Purchaser by Seller;

7. All documents reasonably required by the Escrow Agent, including, but not limited to, an executed settlement statement; and

8. [*If corporate Seller*] Evidence of authority of persons executing the foregoing documents and instruments on behalf of Seller and of Seller's corporate authority to enter into this Agreement satisfactory to the Title Insurer

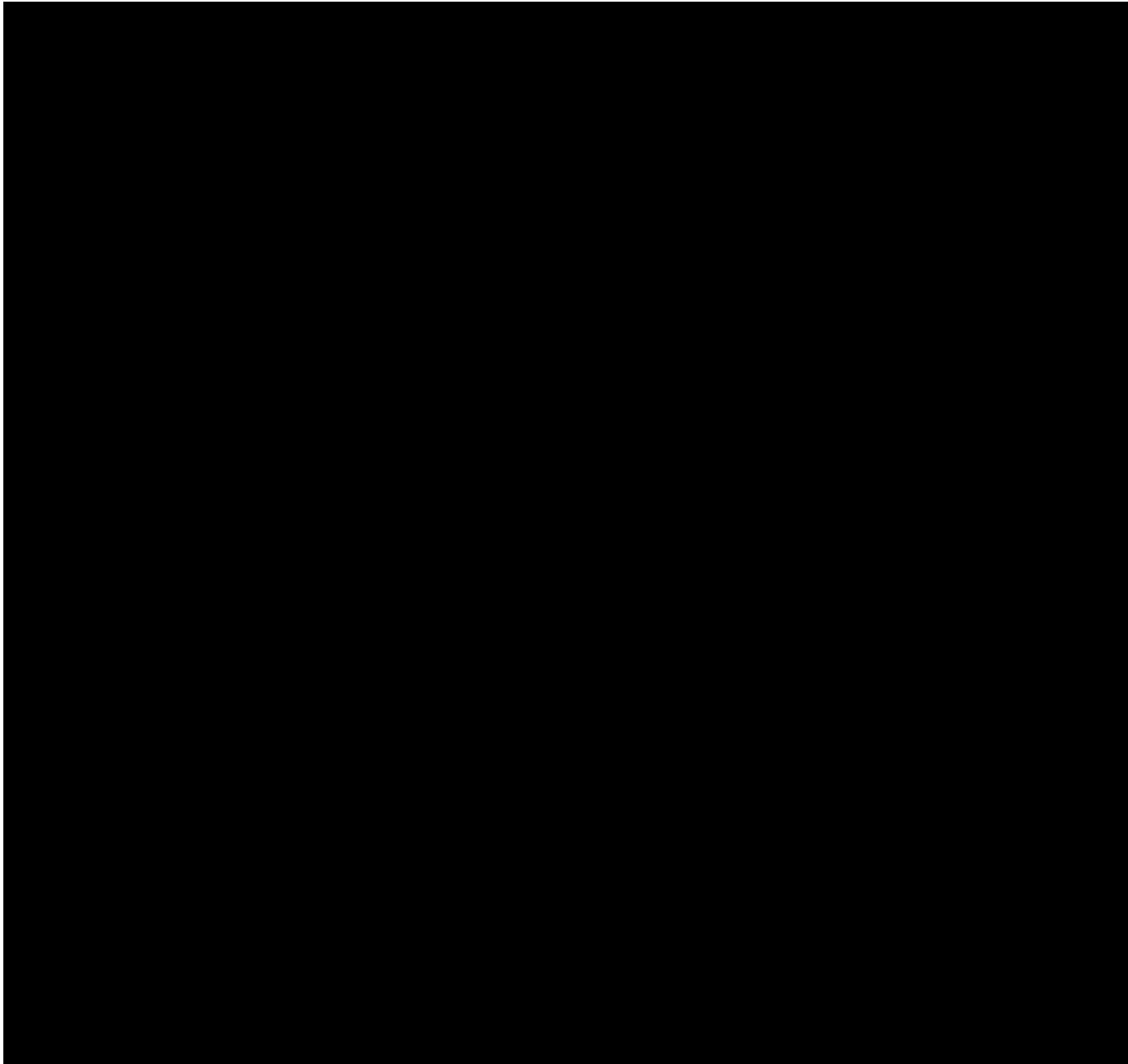
B. **Purchaser's Deliveries.** At or before Settlement, Purchaser shall deliver to Escrow Agent all of the following:


1. The Survey (provided Purchaser elects to cause preparation of the Survey);

2. The Purchase Price subject to credits, prorations and adjustments as provided in this Agreement in cash or other immediately available funds;

3. All other documents and instruments referred to herein that are to be provided to Seller by Purchaser; and

4. All documents reasonably required by the Escrow Agent, including, but not limited to, an executed settlement statement.





10. **Seller's Representations and Warranties.** To induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations and warranties as to the Property as of the date hereof (upon each of which Seller acknowledges and agrees that Purchaser is entitled to rely and has relied) each and all of which shall be true, correct and complete as of the Settlement Date:

A. **Authority.** Seller has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller, and any specific individual parties signing this Agreement on behalf of Seller represent and warrant that the parties signing this Agreement on behalf of the Seller have the full legal power, authority and right to execute and deliver this Agreement. Neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

B. **Accuracy of Documents.** To the best of Seller's knowledge, all documents and papers delivered by Seller to Purchaser pursuant to this Agreement are true, correct and complete as of the dates thereof, and there have been no material changes from the information set forth in any of them.

C. **Special Assessment.** No portion of the Property is subject to or is affected by any special assessment for improvements completed prior to the date hereof, whether or not presently a lien thereon.

D. **Taxes.** No portion of the Property is subject to or affected by any outstanding or delinquent taxes or related financial liabilities.

E. **Litigation.** Seller has not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement. In addition, within the last two (2) years, Seller has not been threatened with any litigation (or arbitration) by a third party which would affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement.

F. **Compliance.** Seller has not received any notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to

zoning, building, fire, environment, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Property.

G. Condemnation Proceedings. Neither all nor any portion of the Property has been condemned or conveyed by deed in lieu of condemnation, nor is there now pending or, to the best of Seller's knowledge, threatened any condemnation or similar proceeding affecting the Property or any portion thereof. Seller has no knowledge that any such proceeding is contemplated. Seller has no knowledge of any change or proposed change in the route, grade or width of, or otherwise affecting, any street or road abutting the Property, which change might have a material adverse impact on the Property.

H. Condition of Property. To the best of Seller's knowledge, there are no areas within the Property which are subject to any statutes, rules, regulations, conservation easements (or like encumbrances) or ordinances that would adversely affect the Property or Purchaser's ownership and intended use thereof.

I. Subdivision. The Property is a separate tax lot under applicable laws, ordinances and regulations, and subdivision is not required for the conveyance of the Property to Purchaser. The Property is not a separate tax lot under applicable laws, ordinances and regulations, and subdivision may be required for the conveyance of the Property to Purchaser. The Property will, on or before the Settlement Date, be subdivided from the larger tract of land owned by Seller in order to convey the Property to Purchaser. Seller shall, on or before the Settlement Date, obtain all necessary governmental approvals for a Minor Subdivision Plat delineating the Property as a separate and legal lot of a minimum of thirty-eight (38) acres and maximum of fifty (50) acres in a location and having the size and configuration designated by Purchaser upon the exercise of the Option, or as may be otherwise mutually agreed upon by Purchaser and Seller.

J. Zoning and Dedication. Purchaser intends to use the property to construct and operate a solar power plant. Seller shall cooperate fully with Purchaser and execute all documents required by Purchaser or governmental or quasi governmental authority, if any, for the purpose of securing any land use change, re-zoning, zoning variance or special use, if necessary, in order for the Property to be used for Purchaser's intended purpose. Seller has not received any notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning of the Property. Seller has not made any commitment to any governmental or quasi-governmental authority having jurisdiction, or to any third party, to dedicate or grant any portion of the Property for roads, easements, rights of way, park lands or for any restrictions or to incur any other expense or obligation relating to the Property.

K. Flood Plain; Stormwater. To the best of Seller's knowledge, the Property is not the subject or location of any stormwater detention or surface drainage facilities serving any property other than the Property, and the Property is not located in a flood zone.

L. Property Use. Seller has no knowledge of any actual, pending or threatened designation of any portion of the Property, or the area in which the Property is located, as a historic landmark or archeological district site or structure. Seller has no knowledge of any landfill or graveyard lying within the Property. Seller has not received any notice that any of the easements,

covenants, conditions, restrictions or agreements to which the Property is subject interferes with or is breached by the use or operation of the Property as presently used.

M. Environmental Laws; Hazardous Materials.

1. The Property is not now, has not been during the period of Seller's ownership, and, to the best of Seller's knowledge, was not during any period prior to Seller's ownership:

(a) in violation of any past or present federal, state, or local statute, regulation, ordinance, administrative order, judicial order or any similar requirement having the force and effect of law, relating to the protection of human health or the environment (an "**Environmental Law**") including, but not limited to, any federal, state or local regulation relating to industrial hygiene or soil or ground water conditions; or

(b) used to generate, manufacture, store, refine, dispose of, or in any manner deal with, any flammable, explosive or radioactive material, hazardous waste, toxic substance or related material, oil, waste oil, or other petroleum based materials, or any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect or as amended or promulgated in the future (a "**Hazardous Material**");

2. Neither Seller nor, to Seller's knowledge, any prior owners or occupants of the Property have received any notice or advice from a governmental agency with regard to Hazardous Materials on, from or affecting the Property that could give rise to any liability under any Environmental Law, and, to Sellers' knowledge, there has been no investigation, notice of violation, request for information or claim of any kind asserted or threatened by any person, including any federal, state or local governmental agency, relating to the storage, disposal, discharge or release of any Hazardous Material in a manner that would give rise to any liability under any Environmental Law.

N. That as of the Effective Date, there are no leases or other agreements for occupancy in effect with respect to the Property other than agricultural leases which Seller has the right to terminate. Seller shall deliver exclusive possession of the Property to Purchaser at Settlement free and clear of all claims of tenants and others claiming possessory rights.

O. With the exception of this Agreement, no person or entity has a right of first refusal, option to purchase, or other right to purchase the Property pursuant to an agreement to which Seller is a party.

P. Seller has not filed for bankruptcy or other proceeding for the protection of debtors under state or federal law and that no similar involuntary proceeding has been filed or threatened against it.

Q. No part of the Property is subject to a special appraisal method that allows for the appraisal of the Property at less than its market value.

11. **Conditions Precedent.**

A. **Conditions for the Protection of Purchaser.** It shall be a condition precedent to Purchaser's obligation to purchase the Property and to perform its other obligations hereunder that each and every one of the conditions set forth under this Section 11(A) shall have been satisfied at or before Settlement, as hereafter provided, except for any such condition waived in writing by Purchaser, in whole or in part.

1. Between the Effective Date and the Settlement Date, the condition of the Property shall not have changed from the condition thereof as of the date of this Agreement, normal wear and tear excepted. Seller shall deliver vacant possession of the Property at Settlement. Prior to the Settlement Date, Seller shall remove all personal property, equipment and crops (whether or not harvestable for sale) from the Property.

2. Seller shall have delivered to Purchaser, on or before the Settlement Date, all of the documents and other information required of it pursuant to the provisions of this Agreement.

3. All of the covenants, representations, warranties, and agreements of Seller set forth in this Agreement shall be true, correct and complete as of the Effective Date and as of the Settlement Date. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of Seller's knowledge, the conditions precedent to Purchaser's obligation to consummate Settlement set forth in this Subparagraph shall not be so limited, and the satisfaction of such conditions shall depend upon the actual correctness on the Settlement Date of the matters stated in all such representations and warranties.

4. On or prior to the Settlement Date, Seller shall have performed, satisfied, or complied with all of the terms, provisions, covenants, conditions, and agreements of this Agreement.

5. Seller's title to the Property shall be as required by Section 6(B).

6. Intentionally Deleted.

B. **Purchaser's Right to Extend Settlement Date.** In the event that any of the conditions of Settlement set forth in this Agreement is not satisfied as of the Settlement Date, Purchaser shall have the option to extend the time for Settlement by a period not in excess of thirty (30) days upon written notice to Seller to allow Seller additional time to fully satisfy any unsatisfied condition.

12. **Condemnation and Risk of Loss.**

A. **Condemnation.** In the event of condemnation or receipt of notice of condemnation of all of the Property, or any portion thereof, prior to the Settlement Date, Seller

shall give written notice to Purchaser promptly after Seller receives such notice or otherwise learn of such condemnation or conveyance in lieu thereof. If all of the Property is, or is to be, condemned, this Agreement shall terminate immediately and Seller shall immediately return the Option Fee to the Purchaser. If less than all of the Property is, or is to be, condemned or taken, Purchaser, at its option, may elect either (a) to terminate this Agreement effective upon written notice to Seller not later than thirty (30) days after receipt of notice from Seller and Seller shall immediately return amount of the Option Fee to the Purchaser minus the amount of the Initial Option Fee, which shall be retained by Seller, or (b) not to terminate this Agreement and proceed to Settlement. If Purchaser elects not to terminate this Agreement, Purchaser shall be entitled to receive, and Seller shall assign to Purchaser all of Seller's interest in, all of the condemnation proceeds and all interest thereon.

B. Risk of Loss. The risk of loss or damage to the Property prior to the Settlement, by casualty, act of God or any other event, shall be upon Seller.

13. Covenants.

A. Condition of the Property. Subject to the provisions of Section 12 hereof concerning condemnation, Seller, at Seller's expense, shall maintain the Property in at least as good condition as on the date hereof. Seller shall not diminish the quality or quantity of maintenance and upkeep services heretofore provided to the Property.

B. Operation Until Settlement. Between the Effective Date and the Settlement Date, Seller shall:

1. Not enter into any leases or other agreements for occupancy of the Property, or any part thereof, without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion.

2. Not transfer, convey, hypothecate, create a security interest in or lien upon, or otherwise dispose of any of the Property;

3. Comply with all federal, state and municipal laws, ordinances, and regulations relating to the Property;

4. Comply with all the terms, conditions and provisions of all agreements and other contractual arrangements referred to herein, or any other documents, agreements or instruments affecting the Property, make all payments required to be paid thereunder and suffer no default therein;

5. Promptly give written notice to Purchaser of the occurrence of any event materially affecting the Property, the Agreement, or the substance of the representations and warranties made hereunder; and

6. Operate and maintain the Property only in the ordinary course of business as currently conducted by Seller on the Property, if any; provided that the Seller shall not

bring or store, or permit others to bring or store, any soil or fill material onto the Property that did not exist on the Property as of the Effective Date. Seller shall have the continued right to use the Property for this purpose between the Effective Date and the Settlement Date; provided that:

(a) Purchaser and its employees, representatives, and consultants shall have access to the Property after giving twenty-four (24) hour verbal or written notice to the Seller prior to entry and,

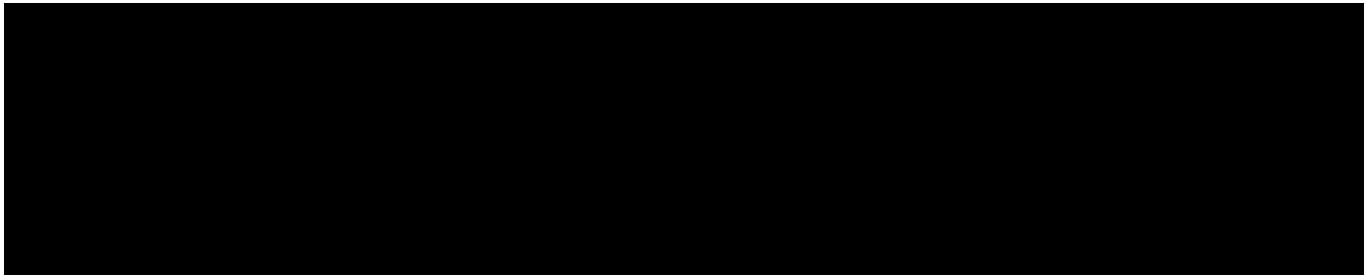
(b) Seller's use shall terminate upon the Settlement Date.

C. Other Acts or Omissions. Except as otherwise permitted herein, from the Effective Date until the Settlement Date, Seller shall not take any action or fail to take any action that would have a material adverse effect on the Property or Purchaser's ability to develop the Property after the Settlement Date, or that would cause any of the representations and warranties contained in Section 10 hereof to be untrue as of Settlement.

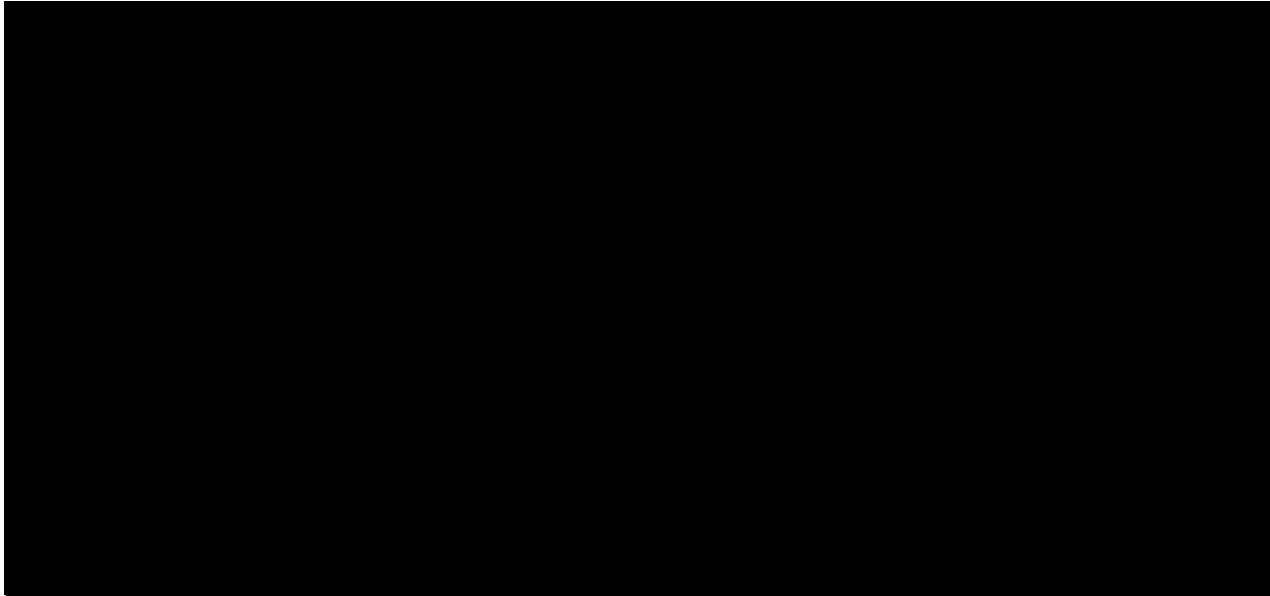
14. **Default**.

A. Purchaser's Rights. If any condition for the protection of Purchaser set forth in any provision of this Agreement cannot or will not be satisfied prior to Settlement, or upon the occurrence of any other event that would entitle Purchaser to terminate its obligations under this Agreement, Purchaser, at its option, may either (a) terminate this Agreement, in which event the parties shall have no further obligations or liabilities to one another hereunder except for those obligations specifically stated herein that survive termination of the Agreement, and the Option Fee shall be returned promptly to Purchaser by Seller, or (b) proceed to purchase the Property as provided herein. Notwithstanding the foregoing, Purchaser shall retain all remedies at law and in equity with respect to any misrepresentation or breach of warranty by Seller or with respect to any failure by Seller to perform its obligations hereunder, including, but not limited to, the right to specific performance of this Agreement. Purchaser shall be entitled to recover from Seller all of its costs and expenses, including attorneys' fees, incurred in connection with any legal action brought in connection with this subparagraph. This subparagraph does not limit Purchaser's remedies for any breach by Seller of obligations that survive the termination of this Agreement.

B. Seller's Rights. If, prior to Settlement, Purchaser fails to perform any obligation of Purchaser under this Agreement for any reason other than the failure to occur of a condition precedent to Purchaser's obligations hereunder, Seller shall give Purchaser prompt written notice of such default or failure, and, after thirty (30) days written notice thereof if Purchaser fails to cure such breach within such time ("**Cure Period**"), Seller shall be entitled to terminate this Agreement and retain the Option Fee as liquidated damages as described below.







15. **Brokers.** Each party hereto represents to the other that there is no real estate broker involved in this transaction. Except as set forth in the foregoing sentence each party represents to the other that it has not made any agreement or taken any action which may cause any broker, agent or other person to become entitled to a brokerage or other fee or commission as a result of the transactions contemplated by this Agreement. Each party does hereby agree to indemnify and hold harmless the other from and against any and all costs, debts, damages, and claims, including, costs and reasonable attorneys' fees for pre-trial, trial or appellate matters in defending against any claims for brokerage commission or finder's fees arising through it relative to this transaction. The representations, warranties and agreements contained in this section shall survive the Settlement of this transaction.

16. **Seller's Environmental Indemnification:**

After the Settlement, Seller shall and hereby does agree, at its sole cost and expense, to defend, indemnify, protect and save harmless Purchaser from and against any and all direct and actual damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs (including, without limitation, site investigation, clean-up, remediation, removal and analytical costs), disbursements and/or expenses (including reasonable attorneys' fees and disbursements) (collectively, "**Loss and Expense**") which may be imposed upon, incurred by or asserted or awarded against Purchaser, resulting from or arising out of (i) the noncompliance with or violation of any applicable environmental laws prior to or as of the Settlement by Seller; (ii) any and all environmental claims alleged to have resulted from or arisen out of, an environmental condition at, on, from, under or in the Property which condition was created prior to the Settlement; (iii) any and all environmental claims related to the release or threatened release of any Hazardous Materials, as defined in Section 10(M) or Hazardous Substance, as defined below, from, in, on, above, under or affecting all or any portion of the Property prior to Settlement or the treatment, storage, disposal, arrangement for disposal,

transportation, recycling, use, reuse, or handling in any manner, at the Property, of Hazardous Substances prior to Settlement (except if caused by the negligent acts or omissions of Purchaser during its period of occupancy) (the foregoing collectively referred to as "**Seller's Indemnification Obligation**"). As used herein, "**Hazardous Substances**" shall be defined as any hazardous chemical, hazardous substance, hazardous waste, pollutants, contaminants, or similar term (including without limitation, petroleum and petroleum products, asbestos, asbestos containing materials, and PCBs) as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et seq.), any rules or regulations promulgated thereunder, or in any other applicable federal, state or local law, rule or regulation dealing with environmental protection, including petroleum and petroleum products.

17. **General Provisions.**

A. **Completeness and Modification.** This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreements between the parties.

B. **Assignments.** Purchaser may not assign its rights hereunder without the prior written consent of Seller, which consent shall not unreasonably be withheld, delayed or conditioned; provided, however, that Purchaser, without the consent of Seller, may assign, in whole or in part, its rights hereunder to any entity controlling, controlled by, or under common control with Purchaser.

C. **Survival.** All of Seller's representations, warranties, covenants, agreements and indemnifications made in, or pursuant to, this Agreement shall survive Settlement and delivery and recordation of the Deed.

D. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the circuit court located in the County. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement and is hereby waived. Notwithstanding anything to the contrary in this Agreement, neither party shall be entitled to recover punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

E. **Severability.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. Notices. Any notice expressly provided for or permitted under this Agreement shall be in writing, shall be given either manually or by mail, overnight delivery service, such as UPS, FedEx, or Purolator, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by such overnight delivery service, addressed to such party at such address, whichever shall first occur. Any party and any representative designated below, by notice to the other party, may change its address for receiving such notices.

If to Seller: Kentucky Five Star Energy, LLC

If to Purchaser: Sebree Solar, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408  
Attention: Land Services Administration  
Telephone: (855) 552-9872

H. Incorporation by Reference. All of the Exhibits attached or referred to herein and all documents in the nature of such Exhibits are by this reference incorporated herein and made a part of this Agreement.

I. Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

J. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

K. Waiver. No waiver or purported waiver by Purchaser of any contingency contained herein shall be valid against Purchaser unless it is in writing and signed by Purchaser.

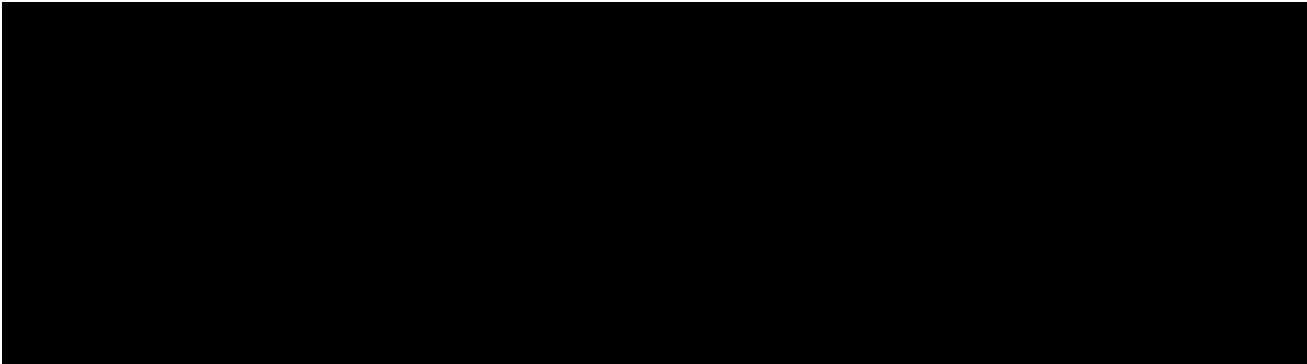
L. Construction. The parties acknowledge that they and their counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

M. Memorandum of Option. Within ten (10) days of the Effective Date, Seller shall execute and deliver to Purchaser a Memorandum of this Agreement, which shall be recorded by Purchaser at the expense of Purchaser. In the event Seller fails to execute and deliver the Memorandum within ten (10) days of the Effective Date, Seller hereby authorizes the Purchaser to execute and record the Memorandum without the Seller's signature. In the event this Agreement is terminated by Purchaser or by Seller as a result of a default by Purchaser, in accordance with the terms of this Agreement and after written request by Seller, Purchaser shall execute a recordable document provided by Seller discharging the Memorandum of Option.

N. Confidentiality. Seller shall not disclose the fact or substance of this Agreement to any other persons or entities, other than Seller's counsel, tax advisor, or other consultants regarding this matter, unless and until Purchaser shall exercise its rights hereunder. Recordation of the Memorandum of Option contemplated under this Agreement shall not constitute a waiver of Purchaser's right to confidentiality.

O. Effective Date. The term "**Effective Date**" or such other similar term, shall be the last date on which a duplicate original of this Agreement has been executed by both Purchaser and Seller.

P. Time is of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement.



R. Amendments. The terms of this Agreement may be waived, modified and amended only by an instrument in writing duly executed by Seller and Purchaser.

S. Counterparts. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. A facsimile or electronic signature to this Agreement or any amendment hereto shall be sufficient to prove the execution hereby by any person.

T. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

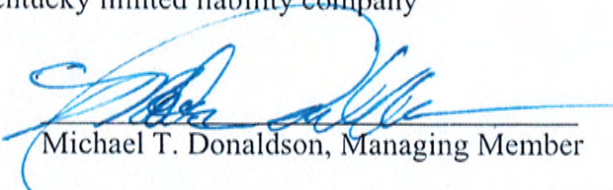
*[Signatures on Next Page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year written below.

**Seller:**

Kentucky Five Star Energy, LLC,  
a Kentucky limited liability company

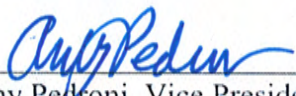
By:

  
Michael T. Donaldson, Managing Member

**Purchaser:**

Sebree Solar, LLC  
A Delaware limited liability company

By:

  
Anthony Pedroni, Vice President

Date Signed: \_\_\_\_\_

## EXHIBIT A

### Legal Description of Property

The following described tract or parcel of land lying and being in Henderson and Webster Counties, Kentucky, and which is described as follows, to wit: Beginning at a stake corner to Thomas Rideout, on Lagon Creek, thence N 79° 14' W 125 poles and 6 links to a rock, corner to Z. Bakins and Quincy Curry; thence S 12° 12' W 36 poles and 5 links to a stake corner to the remainder farm; thence S 79° 14' E 122 poles to a stake corner to the remainder in How Rideout's line; thence N 5° 12' E 8 poles to a large oak tree, corner to How Rideout; and thence N 17° E 56 poles to the place of beginning, containing 50 acres, of which the southeast seven (7) acres, more or less, lies and is situate in Webster County, Kentucky.

LESS AND EXCEPT the following described tracts:

(1) That certain tract conveyed by Thornton Walker and Lockett Walker, his wife, and Erna Mae Walker, a widow, to Louisville and Nashville Railroad Company by deed dated December 9, 1970, of record in Deed Book 251, at Page 115, in the Henderson County Clerk's Office, described as follows: Beginning at Station 67 + 21 the centerline of L & N Railroad, Anacosta Spur, in the line of George Kyle and Thornton Walker; thence with the line of George Kyle N 19° 21' E 52.98 feet to a point 50 feet from and parallel the centerline opposite Station 67 + 42.96; thence with the north right of way line and division line N 85° 07' E 1056.00 feet to a division corner in the highway right of way line 50 feet left and opposite Station 77 + 98.96; thence with the existing right of way line of the Quinn Landing Road S 74° 52' E 146.07 feet to the centerline Station 79 + 36.21; continuing S 74° 52' E 146.07 feet with the existing right of way to a point 50 feet right and opposite Station 80 + 73.46; thence 50 feet from and parallel the centerline of the survey with the south right of way line, S 85° 07' W 1173.42 feet to a point 50 feet right and opposite Station 66 + 99.04 in the line of George Kyle; thence with George Kyle N 19° 21' E 52.98 feet to the beginning.

containing 2.789 acres on a parcel of land 1215.77 feet through the subject and 100.00 feet in width.

(2) These two certain tracts conveyed by Thornton Walker and Leckie Walker, his wife, and Bessie Mae Walker, a widow, to Louisville and Nashville Railroad Company by deed dated March 23, 1971, of record in Deed Book 252, at Page 367, in the Henderson County Clerk's Office, described as follows:

Parcel No. 2

Beginning at a point in the north right of way line of Louisville and Nashville Railroad's Anaconda Spur Track being opposite railroad station 67 = 42.96 and 50.00 feet from the centerline of the railroad track and a common corner with George Kyle; thence along the existing property line fence of George Kyle N 19° 21' E 27.42 feet to a point in George Kyle's property line fence being a new division corner of Thornton Walker, thence leaving the property line fence with the new division line of Thornton Walker moving 75 feet from and parallel to the centerline of the railroad track N 85° 07' E 1,028.98 feet (crossing a field fence at approximately 560 feet) to a point in the south right of way line of Quinns Landing Road a new division corner of Thornton Walker; thence continued with the south right of way line of Quinns Landing Road and the new right of way line taken for the construction of the Pennyrite Parkway now pending condemnation proceedings the following courses and distances:

S 09° 30' W 18.09 feet to a point, thence S 74° 52' E 23.37 feet to a point being in the south right of way line of Quinns Landing Road and in the north right of way line of the Anaconda Spur Tract being opposite railroad station 77 = 98.96 and 50.00 feet from the centerline of the railroad track; thence with the north right of way line of the Anaconda Spur Track moving 50.00 feet from and parallel to the centerline of the track S 85° 07' W 1,056.00 feet crossing a field fence at approximately 495 feet) to the point of beginning containing 0.597 acres.

Parcel No. 3

Beginning at a point in the south right of way line of the Louisville and Nashville Railroad's Anaconda Spur Track being opposite railroad station 66 = 99.04 and 50 feet from the centerline of the railroad track on the existing property line fence of George Kyle; thence along the south right of way line of the railroad spur moving 50 feet from and parallel to the centerline of the railroad track N 85° 07' E 1,345.00 feet crossing a field fence at approximately 605 feet to a point in the west right of way line of the Kentucky Department of Highways Frontage Road "B" of the Pennyrite Parkway, thence along the west right of way line of Frontage Road "B" on the

Pennyrite Parkway (pending condemnation proceedings) S 27° 53' E 27.16 feet to a point in the west right of way line of Frontage Road "B" of the Pennyrite Parkway being a new division corner of Thornton Walker; thence leaving the highway with a new division line of Thornton Walker moving 75 feet from and parallel to the centerline of the railroad S 85° 07' W 1,364.86 feet crossing a field fence at approximately 740 feet to a point in the existing property line fence of George Kyle being 75 feet from the centerline of the railroad track; thence along the existing property line fence with George Kyle N 19° 21' E 27.42 feet to the point of beginning containing 0.778 acres.



(3) The following two parcels conveyed by Clyde Adkins, Jr., Special Commissioner acting pursuant to order of the Henderson Circuit Court in the action, Commonwealth of Kentucky Department of Highways v. Thornton Walker, et al, to Commonwealth of Kentucky Department of Highways by deed dated October 18, 1971, of record in Deed Book 255, at Page 429, in the Henderson County Clerk's Office, described as follows:

Parcel No. 812

All that part of said tract or tracts of land described as follows: Beginning at a point in the southeast property line, also being a point in the Access Control Line, 137 feet right or east of PEN station 3045+89; thence southwesterly with the southeast property line and crossing the center line of the proposed highway to a point in the southeast property line, also being a point in the Access Control Line, 120 feet left or west of PEN station 3040+90; thence northerly with the Access Control Line and parallel to the center line of the proposed highway to a point in the north property line, also being a point in the Access Control Line, 120 feet left or west of PEN station 3050+00; thence southeasterly with the north property line and crossing the center line of the proposed highway to a point in the north property line, also being a point in the Access Control Line, 139 feet right or east of PEN Station 3048+88, thence southerly with the Access Control Line back to the point of beginning.

Parcel No. 812A

Also a parcel of land lying immediately adjacent to and on the left or west side of Parcel No. 812 and more particularly described as follows: Beginning at a point in the north property line, also being a point in the Access Control Line, 120 feet left or west of PEN Station 3050+00; thence southerly with the Access Control Line and parallel to the center line of the proposed highway to a point in the southeast property line, also being a point in the Access Control Line, 120 feet left or west of PEN Station 3040+90; thence

southwesterly with the southeast property line and crossing the center line of proposed Frontage Road B in a point in the southeast property line 40 feet left or west of Frontage Road B Station 3040+54, thence northerly to a point 65 feet left or west of Frontage Road B Station 3044+00, thence northwesterly to a point 70 feet left or southwest of Frontage Road B Station 3044+00, thence northwesterly to a point 50 feet left or southwest of Frontage Road B Station 2048+00, thence northwesterly to a point Station 3050+00, thence northwesterly to a point in the north property line 113 feet right or south of Quins Landing Road Station 34+50, thence southeasterly with the north property line and crossing the center line of proposed Frontage Road B back to the point of beginning.

(4) The following described tract conveyed by Tharnton Walker and Locke Walker, his wife, and Irma Mae Walker, a widow, to the Commonwealth of Kentucky, Department of Highways, by deed dated November 6, 1963, of record in Deed Book 212, at Page 564, in the Henderson County Clerk's Office:

Parcel No. 3

All that part of said tract or tracts which lies north of a line running 60 feet south or right of and parallel with the centerline of said proposed public road between the west property line at approximate station 22+43 and approximate station 30+10 or where the 60 foot right of way and the north property line intersect.

Being the same property conveyed to Crane Creek, LLC, by Columbia Electric Henderson Corporation, Member, by Neal K. Cody, Vice President, from the Pat Ritz Trust, by and through its Trustee, Louis W. Ritz, and the Louis Park Ritz Trust, by and through its Trustee, Louis W. Ritz, by deed dated May 9, 2000, of record in Deed Book 497, page 221, Henderson County Clerk's Office.

QLA ID: 13093

**EXHIBIT B**

**Form of Special Warranty Deed**

Mail Tax Bill in-care-of:

[Insert Name/Address of Grantee preferred contact for payment of taxes]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between: (i) \_\_\_\_\_, a \_\_\_\_\_ limited liability company, whose address is \_\_\_\_\_ ("Grantor"), and (ii) \_\_\_\_\_, a \_\_\_\_\_ limited liability company, whose address is \_\_\_\_\_ ("Grantee").

**W I T N E S S E T H:**

That for and in consideration of the total sum of \_\_\_\_\_ (\$\_\_\_\_\_), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, grant, sell and convey unto Grantee, in fee simple, with covenant of SPECIAL WARRANTY, certain real property, together with all improvements located thereon and all appurtenances thereunto belonging, situated in \_\_\_\_\_ County, Kentucky (the "**Property**"), more fully described on **Exhibit A**.

BEING the same property acquired by \_\_\_\_\_ by Deed dated \_\_\_\_\_, 20\_\_, of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the \_\_\_\_\_ County Clerk's office.

**TO HAVE AND TO HOLD**, in fee simple, all of the Property, together with all the rights, privileges, appurtenances and improvements thereunto belonging, unto Grantee, its successors and assigns, forever.

Grantor hereby specially covenants with Grantee, its successors and assigns, that Grantor will forever warrant and defend all of the Property so granted to Grantee, its successors and assigns, against every person lawfully claiming the same or any part thereof by, through or under Grantor, but not otherwise; and that the Property is free and clear of all taxes, liens and encumbrances, except (a) governmental laws, rules, regulations and restrictions affecting the Property, (b) the lien of current ad valorem taxes is not yet due and payable, and (c) all easements and restrictions of record.

As required by KRS 382.135, Grantor hereby certifies, and Grantee appears herein solely for the purpose of certifying, that the consideration stated above is correct.





**ACCEPTANCE BY ESCROW AGENT**

The undersigned Escrow Agent hereby acknowledges that on \_\_\_\_\_, [*insert year*] the undersigned received a fully executed duplicate original of the foregoing Real Estate Purchase Option Agreement between [*owner*], [*marital status or entity info*], as Seller and Boulevard Associates, LLC, a Delaware limited liability company, as Purchaser. Escrow Agent agrees to act as the Escrow Agent under this Agreement in accordance with the instructions provided therein, and to comply with these instructions. Escrow Agent has assigned Escrow Number \_\_\_\_\_ to the Property for that purpose.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 7<sup>th</sup> day of January, 2021 ("**Effective Date**") by and between West Kentucky Regional Industrial Development Authority, Inc., a Kentucky corporation, with an address of 25 Highway 41A, Dixon, KY 42409 ("**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

### **RECITALS**

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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

b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property and are subject to the crop damage terms of the Compensation Agreement between the parties

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive one hundred foot wide easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property along the boundary of the property wherever reasonably practical by means of any existing roads or lanes thereon, or otherwise by such route or routes as



Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with Grantor, its contractors, agents and appointees and Grantee, its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property in a width and area limited to that which is reasonable necessary for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**").

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership**. Grantor 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. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference**. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or

any other vegetation on the Property, as in the reasonable judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements on either an exclusive or a non-exclusive basis to: (i) another entity as part of an assignment of all of Grantee's interests in the entire project of which this easement is a part, or (ii) to any affiliate of Grantee developing or operating either of the two planned solar facility or facilities that the Easement will serve, provided that no such assignment shall allow Grantee or its successor to expand the facilities contained in the easement by adding additional poles on the Property unless Grantor consents to such addition to the facilities. Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee 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 Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry, but in no event less than \$1,000,000 per occurrence.

9. **Removal.** If this Agreement is terminated Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after termination and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Property.

10. **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.

11. **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.

12. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. 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.** The venue for any dispute between the parties shall be the District or Circuit Courts of Henderson County, Kentucky.

13. **Successors and 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.

14. **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.

15. **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.

16. **Compensation**. The compensation due by Grantee to Grantor 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]*  
*[Balance of page intentionally left blank]*

EXECUTED effective the day and year first hereinabove written.

**Grantor:**

West Kentucky Regional Industrial Development Authority, Inc.

By:   
Doug Bell, Chairman of West Kentucky Regional  
Industrial Development Authority, Inc.

**ACKNOWLEDGEMENT**

COMMONWEALTH OF KENTUCKY     )

COUNTY OF HENDERSON             )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2021, by  
Doug Bell as Chairman of the West Kentucky Regional Industrial Development Authority, Inc.

*(notary seal)*

JENNIFER S. BELL  
Notary Public - State At Large  
Kentucky - Notary Id # 593154  
My Commission Expires 01/14/2022

  
NOTARY PUBLIC, COMMONWEALTH OF KENTUCKY

My commission expires: 1-14-22

Notary ID number: 593154

**Grantee:**

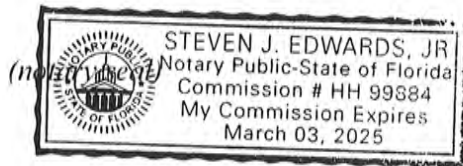
Sebree Solar, LLC  
A Delaware limited liability company

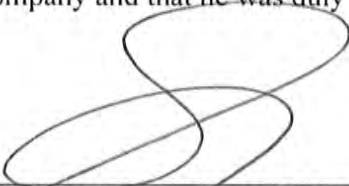
By:   
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH        )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7 day of January, 2021 by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.



  
NOTARY PUBLIC, STATE OF FLORIDA

Prepared By and After  
Recording Return to:

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

## EXHIBIT A TO EASEMENT

### Legal Description of Property

#### Parcel 1 (Tract 1 in deed at 493-773)

A tract of land lying and being on the waters of Grave Creek and bounded as follows:

Beginning at a stone, corner with Z. Eakins in Mc Donald's line; thence with Mc Donald's line S 12-6 W 152 poles and 10-1/2 feet to a stake, corner with Mc Donald in Ed Walker's line in old Robards and Sebree Road; thence with said road and Ed Walker to and with J.A. Curry's line, S 87-58 E 152 poles to a corner with J.A. Curry, in Walker's Line; thence with the Walker line, N11-54, E 130 poles 5-4/10 feet to a stake, corner with Walker's line, N78-47, W 151 poles 8-1/2 feet to the beginning, containing 141.9 acres.

#### Parcel 2 (Tract 2 in deed at 493-773)

A tract of land lying principally in Webster County, Kentucky and partially in Henderson County, Kentucky, described as follows:

Beginning at a point on the West side of the access road on the West side of the Pennyriple Parkway, a corner with Thornton Walker in line of Rideout Heirs; thence in a westerly direction with the line of Thornton Walker and T.O. Kyle a distance of 1980 feet, more or less, to a stake; thence in a Southerly direction with line of T.O. Kyle a distance of 1125 feet, more or less, to a stake in line of Pearline Denton and Rideout Heirs a distance of 1980 feet, more or less, to a stake, corner to Rideout Heirs; thence in a Northerly direction with line of Rideout Heirs a distance of 1155 feet, more or less, to the place of beginning, containing 50 acres, more or less.

#### Parcel 3 (Second Tract 1 in deed at 493-773)

A certain tract or parcel located on the West side of U.S. highway 41 North of Pedler McDonald Road in Henderson County, Kentucky, being more particularly described as follows:

Beginning at an iron pin set found in the West right-of-way line of the US. Highway 41, said iron pin also being in the right-of-way line of CSX Railroad as recorded in Deed Book 250, Page 253 at the Henderson County Clerk's office, Henderson County, Kentucky; thence with the North line of said CSX Railroad, South 85°18'10" West, a distance of 195.06 feet to a point; thence along said CSX right-of way line along a chord North 83°21'26" West, a distance of 338.97 feet having a radius of 880.37 feet to a point; thence along said CSX right-of-way line North 71°45'09" West, a distance of 181.49 feet to an iron pin set in said CSX right-of-way line; thence North 17°14'47" East, a distance of 25.9 feet to an iron pin set, also a corner to K.B Alloy property as recorded in Deed Book 317 Page 225, Deed Book 373 Page 276 and Plat Cabinet 04 Slide 49 at the Henderson County Clerk's Office, Henderson County, Kentucky; thence along the East boundary of said K.B alloy Property North 17°14'47" E, a distance of 1112.47 feet to an Iron Pin set, also a corner to said K.B. alloy property, also a corner to Malcolm Property as recorded in Deed Book 407 Page 604 at the Henderson County Clerk's Office, Henderson County, Kentucky; thence with the Southern boundary of said Malcolm property, South 73°45'05" East, a distance of 306.82 feet to a iron pin set in the West right-of-way line of U.S. Highway 41, also a corner to said Malcolm property; thence with the West right-of-way line of U.S. Highway 41 along a chord South

02°38'14" East, a distance of 367.68 feet having a radius of 5789.65 feet to a point; thence continuing with these West right-of-way line of U.S. Highway 41 South 04°23'19" East, a distance of 715.35 feet to the point of beginning. Containing 13.09 acres

Parcel 4 (Tract 3 on deed at 493-773)

A certain tract or parcel located on the East side of US. Highway 41 North of Pedler Mc Donald Road in Henderson County, Kentucky, more particularly described as follows:

Beginning at an Iron pin found in the East right-of-way line of the U.S Highway 41, also being in the Northern right-of way line of CSX RAILROAD AS RECORDED IN Deed Book 250 Page 253 at the Henderson County Clerk's Office, Henderson County, Kentucky; thence with the North right-of-way line of said CSX Railroad, North 85°33' 56" East, a distance of 1796.85 feet to an iron pin set in the West property line of Rita Trust property as recorded in Deed Book 441 Page 704 at the Henderson County Clerk's Office, Henderson County, Kentucky; thence with the West boundary of said Ritz property North 18°02'02" East, a distance of 313.11 feet to an iron pin set also a corner to said Ritz property, also in the Southern right-of-way of state Route 2097 known as Big Rivers Road; thence with the Southern right-of-way of State Route 2097, North 80°18'39" West, a distance of 388.80 feet to a right of way marker; thence continuing with the Southern right-of-way of State Route 2097, North 88°49'18" West, a distance of 101.12 feet to a right of way marker, thence continuing with the Southern right-of-way of State Route 2097, North 80°17'27" West, a distance of 650.00 feet to a right of way marker; thence continuing with the Southern right-of-way of State Route 2097, North 74°34'49" West, a distance of 100.50 feet to a right of way marker; thence continuing with the southern right-of-way of State Route 2097, North 80°17'27" West, a distance of 625.00 feet to an iron pin set; thence continuing with the Southern right-of-way of state Route 2097, South 64°07'40" West, a distance of 115.38 feet to an iron pin set at the East right-of-way of U.S. Highway 41; thence with the East right-of-way of U.S. Highway 41, South 04°23'19" East, a distance of 697.61 feet to the point of beginning, containing 22.512 acres and being subject to all legal written and unwritten easements and right of way.

There is excepted from this a parcel of land being 90 foot wide at one end and 100 foot wide at the other end and being 145 foot long each side; said parcel being a drainage easements for state Route 2097 as indicated on the plat for this parcel.

Parcel 5 (Second Tract 2 in deed at 493-773)

Beginning at a point found South of Tract 1, and said point also being in the South right-of-way line of CSX Railroad as recorded in Book 250, Page 253 at the Henderson County Clerk's Office, Henderson County, Kentucky also being in the West right-of-way line of U.S. Highway 41 South 04°23'19" East, a distance of 135.11 to an iron pin set; thence continuing with the West right-of-way line of U.S. Highway 41, South 85°36'41" West, a distance of 10.00 feet to a point; thence continuing with the West right-of-way line of U.S. Highway 41 South 04°23'19" East, a distance of 25.00 feet to a point; thence North 85°36'41" East, a distance of 10.00 feet to a point; thence South 04°23'19" East, a distance of 870.00 feet to an iron pin set; thence S 85°36'41" West, a distance of 61.00 feet to an iron pin set; thence South 04°23'19" East, a distance of 111.00 feet to an iron pin set at a corner to the right-of-way to Pedler McDonald Road; thence with the North right-of-way of Pedler McDonald Road North 84°10'30" West, a distance of 1106.79 feet to an iron pin set, at a corner to now or formerly Griffin property as recorded n Deed Book 482 Page

671 at the Henderson County Clerk's Office, Henderson County, Kentucky ; thence with the East Property line of said Griffin property North 14°58'30" South, a distance of 1135.85 feet to an iron pin set in the South right-of-way line of said CSX Railroad, also a corner to said Griffin property; thence with the Southern boundary of said CSX Railroad South 71°50'30" East, a distance of 15.00 feet to a point; thence continuing with the Southern boundary of said CSX Railroad North 17°14'47" East, a distance of 25.00 feet; thence continuing with the Southern boundary of said CSX Railroad South 71°45'09" East, a distance of 180.19 feet to a point; thence continuing along with the Southern boundary of said CSX Railroad along a chord South 83°21'26" East, a distance of 396.72 feet having a radius of 1030.37 feet to a point; thence continuing with the Southern boundary of said CSX Railroad North 85°18'09", a distance of 194.88 feet to the point of beginning, containing 24.68 acres and being subject to all legal written and unwritten easements and right of way

QLA ID - 9308

THE ABOVE PROPERTY BEING the same property acquired by Grantor (except Tract 4), by Deed dated August 24, 1999, of record in Deed Book 493, Page 773, in the Henderson Clerk's office, and in Book D241, page 408 in the Webster County Clerk's office.



**EXHIBIT B TO EASEMENT**

**Depiction of Easements**

## EXHIBIT C TO EASEMENT

### Form of Notice of Exercise of Option

#### NOTICE OF EXERCISE OF OPTION

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_\_ day of [insert month], 20\_\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to West Kentucky Regional Industrial Development Authority, Inc. ("**Grantor**") of the following:

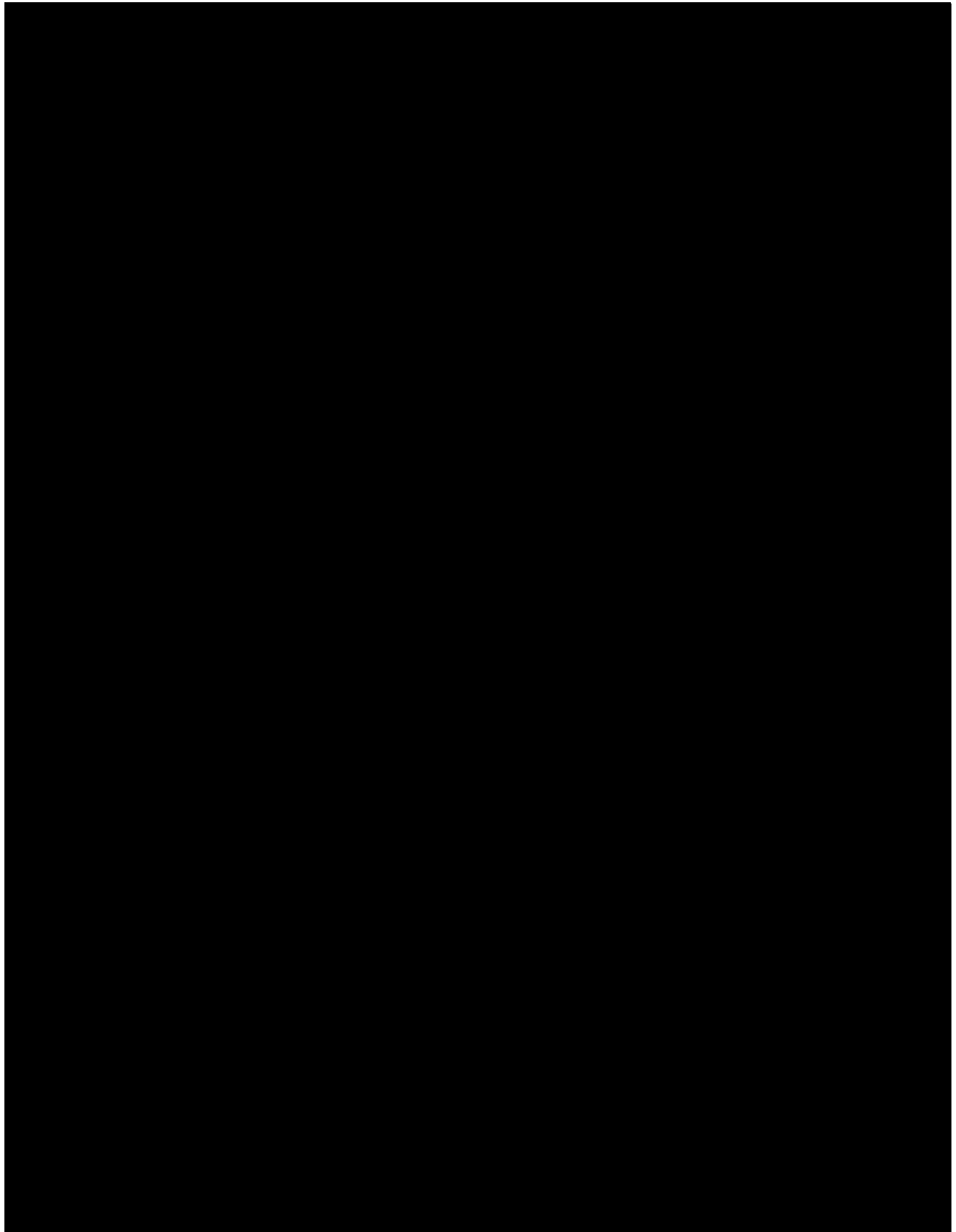
1. Grantor and Sebree Solar, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated [insert Transmission Easement Date], recorded on [insert Transmission Easement recording Date] in [insert Recording Info], Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County and Webster County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be [insert Commencement Date].


5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.





**Grantor:**

West Kentucky Regional Industrial Development Authority, Inc.

  
\_\_\_\_\_  
Dong Bell, Chairman

December 29, 2021

## OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this <sup>8<sup>th</sup></sup> day of <sup>October</sup> September, 2021 ("**Effective Date**") by and between Sellers Family Farms, LLC, a Kentucky limited liability company with principal offices at 7409 Highway 416 W, Henderson, KY 42452 ("**Grantor**"), and Boulevard Associates, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

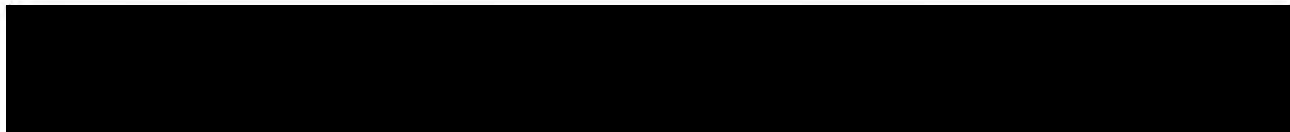
### **RECITALS**

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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



b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of Henderson County, Kentucky, where the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. The Easement Area of the Transmission Facilities shall not exceed one hundred (100) feet in width. "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or

otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Access Easement an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Access Easement . Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**").

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property (in the reasonable discretion of Grantor) than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership.** To Grantor's knowledge, Grantor 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. Grantor agrees to specially warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any party claiming to have any ownership interest in the Property by, through or under Grantor.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements 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 such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property, other than pesticides, herbicides, soil amendments, or other substances used in the ordinary course of farming operations. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee 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 Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry. Grantee shall not violate in a material way any Environmental Law relating to the Property.

9. **Removal.** If this Agreement is terminated and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Property.

10. **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.

11. **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.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. 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.**

13. **Successors and 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.

14. **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.

15. **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.

16. **Compensation.** The compensation due by Grantee to Grantor 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]*  
*[Balance of page intentionally left blank]*





**EXHIBIT A TO EASEMENT**

**Legal Description of Property**

Beginning at a stone corner with S. E. King in F. M. Eakins line running thence with King's line, S. 21 ½ W. 48.82 chains to a stake in Sandefur's line; thence with the line of Sandefur and J. D. Ligon, S. 86-¾ E. 35.16 chains to a stake 9 links N.E. of a large black oak in A. Brooks' line; thence with the line of A. Brooks and Alex Reeder N. 9½ E. 34.14 chains to a stone corner with Eakins; thence with Eakins' line, N. 58½ W. 26.94 Chains to the beginning, containing 124.30 acres. From which are reserved and not conveyed the graveyard containing one acre, and privilege of burying in said graveyard, and right of way for passway over a passway 16 feet wide from said graveyard along the line of Sandefur and J.D. Ligon to Brooks' line the said passway containing .57 of an acre, leaving a net total hereby conveyed of 122.73 acres.

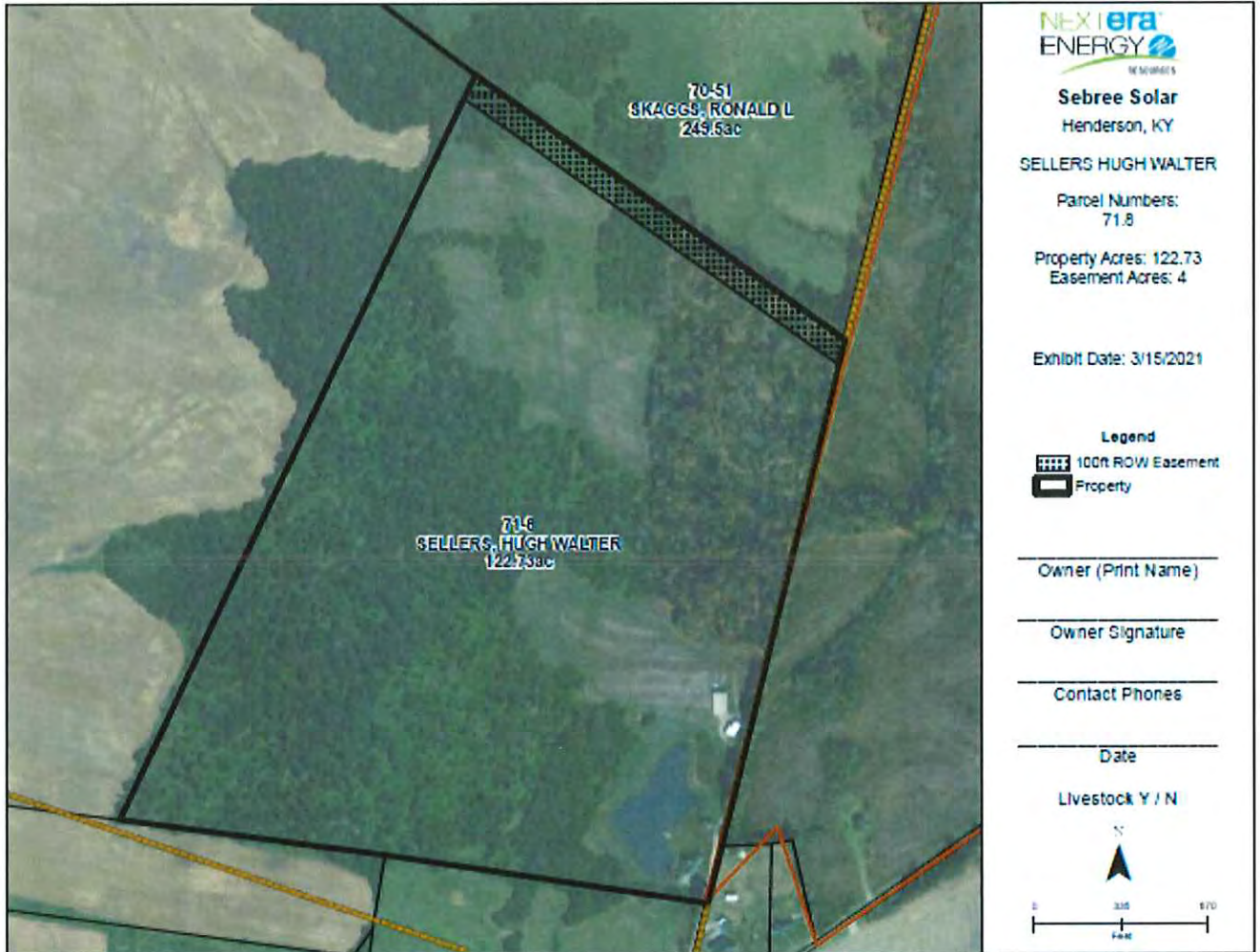
SOURCE OF TITLE. AND BEING the same property acquired by Grantor, by Deed dated October 26, 2016, by and from Hugh W. Sellers and Linda J. Sellers, his wife, and Eric Sellers, single, of record in Deed Book 650, Page 926-926, in the Henderson County Clerk's office

See also prior Deed dated August 20, 2007, of record in Deed Book 557, Page 201, in the Henderson County Clerk's office.

QLA ID: 10478

**EXHIBIT B TO EASEMENT**

**Depiction of Easements**



**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("**Option Notice**") by Boulevard Associates, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to Sellers Family Farms, LLC, a Kentucky limited liability company ("**Grantor**") of the following:

1. Grantor and Boulevard Associates, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated May, 2021, recorded on \_\_\_\_\_, 2021 in Book \_\_\_\_\_ Page \_\_\_\_\_, Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be \_\_\_\_\_, 20\_\_\_\_\_.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Boulevard Associates, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of  **physical presence** or  **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 2021 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By and After  
Recording Return to:

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

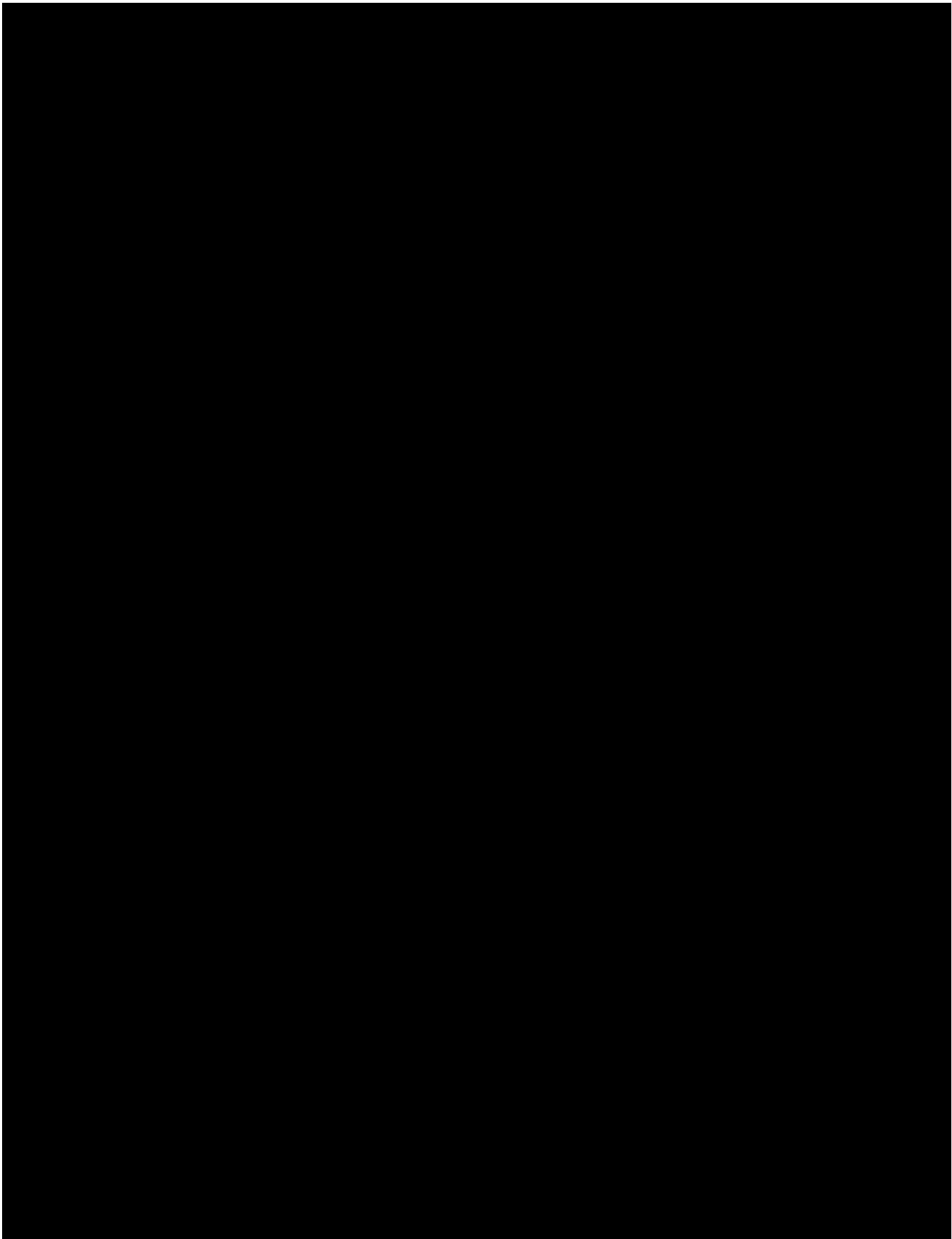
**EXHIBIT A TO FORM OF NOTICE**

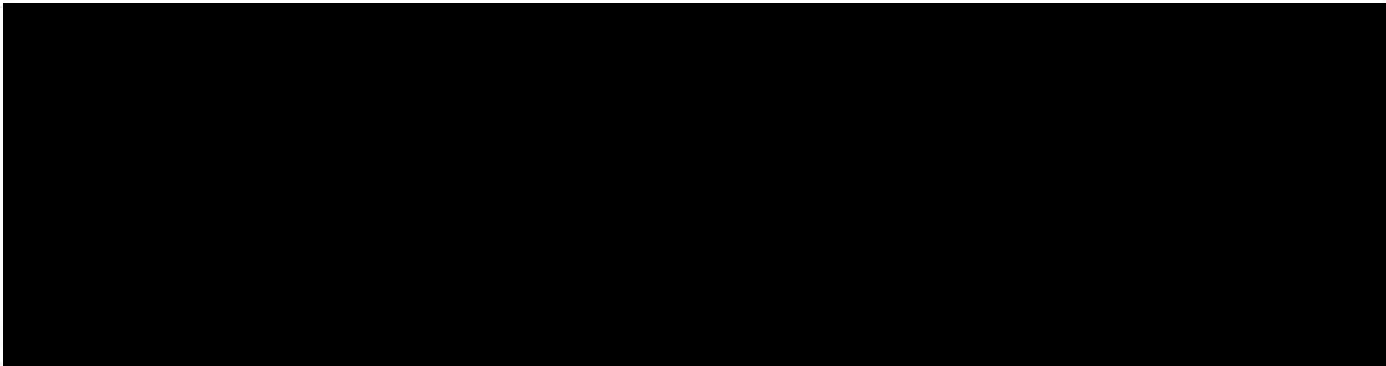
**Legal Description of Property**

*[insert legal description of Property from Transmission Easement]*

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated \_\_\_\_\_, \_\_\_\_\_, of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the \_\_\_\_\_ County Clerk's office.







**Grantor:**

**Sellers Family Farms, LLC**

*Hugh Walter Sellers*  
Hugh Walter Sellers, Manager

September 20, 2021

*Linda J. Sellers*  
Linda J. Sellers, Manager

September 20, 2021



2021011980

RE 654 658 - 672

### OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 23 day of July, 2021 ("**Effective Date**") by and between Independence Bank of Kentucky, which is the successor Trustee to Ohio Valley National Bank, NA, of the Louis T. Sneddon Revocable Trust Agreement dated June 29, 2006, with an address of c/o Trust Department, 76 South Green, Street, Henderson KY 42420 ("**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

### RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a 100 foot wide portion of the Property which runs along the West and South property lines, as depicted in **Exhibit B** (such 100 foot strip shall be referred to herein as the, "**Easement Area**"), on the terms and conditions contained in this Agreement. While the right to erect facilities for the overhead transmission of electric power is exclusive to Grantee, the right to use the easement area is non-exclusive as between Grantor and its successors and assigns (future owners of the burdened property) and Grantee, subject to the terms hereof.

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

1. **Option.** Grantor grants to Grantee an exclusive option ("**Option**") to acquire the Easements within the Easement Area (defined in Section 2) in accordance with the following terms and conditions.

b. During the Option Term and after the payment of the agreed amount to Grantor, Grantee and its employees, agents and contractors shall have a right to enter upon the 100 foot wide **Easement Area** described/depicted in **Exhibit B** and the right of ingress and egress over and across the Easement Area but not the balance of the Property for the purposes of (i) surveying the Easement Area; and (ii) performing such other tests and studies as Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements within the Easement Area shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on and within the Easement Area relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement (without adding additional poles or guys) and removal of the Transmission Facilities ("**Transmission Easement**") pursuant to the Easements in the Easement Area location depicted on **Exhibit B** to this Agreement. Provided while the Grantee has the exclusive right to the construction, installation, maintenance, operation, repair, replacement, and removal of Transmission Facilities, the right to use the Easement Area is non-exclusive with both Grantee and Grantor having the right to use the same, provided that such use does not impair Grantee's use thereof. "**Transmission Facilities**" shall mean only overhead electrical transmission lines, guys (as herein provided), anchors, wires, single poles (not double poles or towers), foundations, footings, and pole cross arms related to the overhead transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements

whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred as the "**Facilities**". It is agreed that any guys will be constructed to allow large modern farm equipment to pass under the guy wires in the field area; with any guy wires running to a pole or poles in the edge of the field and from such guy pole(s) in the edge of the field to anchors on the edge of the field (no anchor poles or anchors will be out in the field), as shown in the example photograph(s) included as part of **Exhibit B**.

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Easement Area ("**Access Easement**"). Grantee shall have the right to install an access gate with dual locks, at its expense, where the Easement Area meets KY Highway 416, in order that it, together with its contractors, agents and appointees shall have the right to access the Easement Area. Grantee shall be responsible, at its sole cost and expense for all maintenance and repair for any access gate installed by Grantee. Grantee shall be responsible for any crop damage and property damage, from time to time, on each entry or occurrence. It is understood that the Easement Area shall be usable by Grantor and Grantor's successors and assigns for farming purposes, and other than the location of poles and guys, as aforesaid, Grantee shall locate nothing in the easement area, including rock or gravel, that would hinder future farming activities.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along the Easement Area for the following: (1) to construct and install Facilities, and (2) to store material and equipment only during construction of the Transmission Facilities and not thereafter ("**Construction Easement**"). Such Construction Easement shall automatically terminate when the initial construction is completed, but shall be reinstated automatically without any further action on the part of either party in the event that Grantee needs to perform any maintenance, replacement or repair of the Facilities.

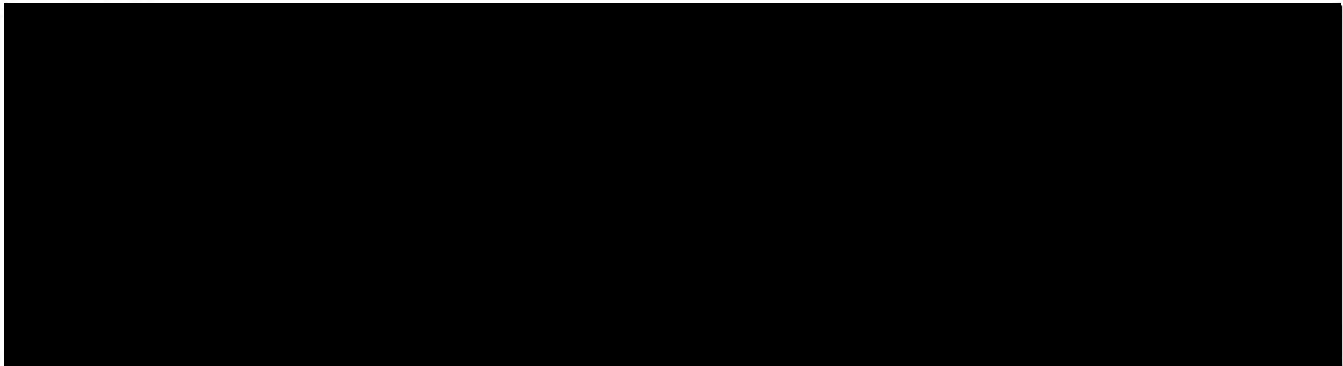
3. **Ownership.** Grantor believes it holds record title to the Property, however Grantor makes no warranty of title, whatsoever, express or implied.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric energy to or from the Easement Area; or (iii) take any action which will interfere with or impair Grantee's access to the Easement Area for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, trees, or other obstructions on the Easement Area which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. It is agreed that normal agricultural crops would not violate the National Electric Safety Code and that normal agricultural crops are permitted. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or

any other vegetation on the Easement Area, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, assign, sublease, or grant a co-easement, or license, or to grant similar rights with respect to its interest in the Easements (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"), provided that no such Assignment may expand the use of the Easement Area except for the addition of lines on the existing poles. No additional poles may be constructed without the Grantor's written consent. Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee, other than the obligation to pay money to Grantor which shall not be released. No such assignment shall be effective unless and until the same is filed of public record and unless and until Grantor or any successors in interest have been notified in writing of the Assignment together with the name and contact information of the Assignee.

6. **Hazardous Materials.** Grantor represents that, to the best of Grantor'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 Grantor 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. Grantor represents that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.



8. **Removal.** If this Agreement is terminated, Grantee shall remove all Facilities from the Easement Area and restore the Easement Area to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after written termination from Grantee to Grantor and shall include any Facilities to a depth of sixty inches (60") beneath the surface of the Easement Area, unless Grantee waives such removal in writing. Grantee shall release the Transmission Easement of record.

9. **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.

10. **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.

11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. 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.**

12. **Successors and Assigns.** The Easements and any restrictions of this Agreement shall run with the Easement Area 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.

13. **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.

14. **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.

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

16. **Signed Originals to Grantee.** Grantee shall send three (3) signed and dated originals to Grantor, Grantor shall furnish Grantee with one (1) fully executed duplicate

counterpart originals within 45 days after the Effective Date. The date Grantee signs shall be the Effective Date.


[Signatures follow on next page]  
[Balance of page intentionally left blank]





**Grantee:**

Sebree Solar, LLC  
A Delaware limited liability company

By:   
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH        )

Sworn to (or affirmed) and subscribed before me **by means of  physical presence or  online notarization**, this 23 day of July, 2021 by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

 (notary seal)  
**MEKEISHA NEIL**  
Commission # GG 235502  
Expires July 5, 2022  
Bonded Thru Budget Notary Services

  
NOTARY PUBLIC, STATE OF FLORIDA

Prepared By and After  
Recording Return to:



Andrew K. Fritsch, Esq.  
700 Universe Blvd., JB/LAW  
Juno Beach, FL 33408  
(561) 304-6526

## EXHIBIT A

### Legal Description of all of Owner's Property

#### Parcel 1

A certain tract of land located approximately 1½ miles East of Robards, Kentucky, and more particularly described as follows:

Beginning in the South right of way of Kentucky Highway 416, at the Northeast corner to Dorris Keach's Tract No. 1, said point being in the middle of a large ditch 772 feet North 56° East of the Northeast corner of the Kimberling farm; thence with Kentucky Highway 416 North 56° East 913 feet to a corner to Dorris Keach's Tract No. 2; thence with Tract No. 2, South 20°00' East 938 feet to the North line of Arthur Calvert, and being 1050 feet South 70°45' West of a corner to Calvert; thence with Calvert South 70°45' West 1056 feet to the center of a big ditch; thence with ditch, North 404°30' West 710 feet to the point of beginning and containing 19 acres, more or less. Less and except:

The following tract described as follows: Beginning in the South line of Kentucky Highway 416, approximately 1½ miles East of Robards, Kentucky, and being more specifically described as follows:

Beginning at the Northwest corner of Dorris Keach Property, 25 feet South of the center of Kentucky Highway 416 and also being the Northeast corner of the Joe Eblen and B.E. Eblen tract of which this is a part; thence with the dividing line between Keach and Eblen, South 19°58'20" East 456.1 feet to a corner of Eblen remainder tract; thence with remainder, North 89°28'30" West 471.50 feet and North 33°29'29" West 175.23 feet to the South right of way of Kentucky Highway 416 and being 25 feet South of the centerline of same; thence running parallel to and 25 feet South of said centerline, North 56° East 498.09 feet to the point of beginning and containing 3.314 acres.

Approx. 16 acres

#### Parcel 2

A tract of parcel of land located in Henderson County, Kentucky on the West side of U.S. Highway 41 and about two miles East of Robards, Kentucky and further described as follows:

Beginning at a stake in the west right of way line of U.S. Highway 41, 40 feet West of the center of the existing pavement and running with the North line of Branson-Allman tract, H. T. Wade and Martin Poole tracts South 86.45 West 2,501 feet to a stake in the center of a big ditch; thence with the bend of said ditch North 10.45 East 540 feet to a stake in center of aforesaid ditch; thence North 70.45 East 2,106 feet to an iron pin; thence South 30.12 East 476 feet to a stake; thence North 69.37 East to a stake in the West right of way line of U.S. Highway 41; thence South 9.04 West 664 feet to a stake in said right of way line; thence 5.29 West 148 feet to the point of beginning containing 47 acres more or less, less the right of way deed to the State of Kentucky by deed dated April 21, 1959, recorded in Deed Book 195, at page 566.

Less and except the following tracts as follows:

That property conveyed by Louis Sneddon and June Sneddon, husband and wife, by deed to Roger Keene, Sr. and Kathleen Keene, husband and wife, dated May 28, 1993 and being Lot 2 of the Sneddon Subdivision, to the County of Henderson, Kentucky. For a more particular description of said lot and the easements, set back lines and other matters you are referred to plat of record in Plat Book 6, Page 293, of the Henderson County Clerk's Office, which is incorporated herein by reference.

AND

There is reserved for the benefit of the 4.4 acre tract (as described in Deed Book 295, Page 350) a permanent right of way over the driveway leading from U.S. Highway 41 to the residence located on the 4.4 acre tract which driveway lies near the North boundary line of and on the property herein conveyed.

AND

There is further reserved for the benefit of the 4.4 acre tract (as described in Deed Book 295, Page 350) a permanent easement over the tract herein conveyed for a gas line running from the Texas Gas Transmission Line across the tract herein conveyed and serving the residence located on the 4.4 acre tract.

Approx. 46 acres

QLA ID – 9213

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated 8-Dec-2006, of record in Deed Book 552, Page 790, in the Henderson County Clerk's office.

**EXHIBIT B TO EASEMENT**

**Marked Aerial Photograph Depiction of Easement Area**



**Sebree Solar**

Henderson, KY



**SNEDDON LOUIS T IRREV TRUST**

Parcel Numbers:  
80-22  
80-44

Property Acres: 62.05  
Easement Acres: 5.32

Exhibit Date: 7/13/2021

**Legend**

-  100ft ROW Easement
-  Property

Owner (Print Name)

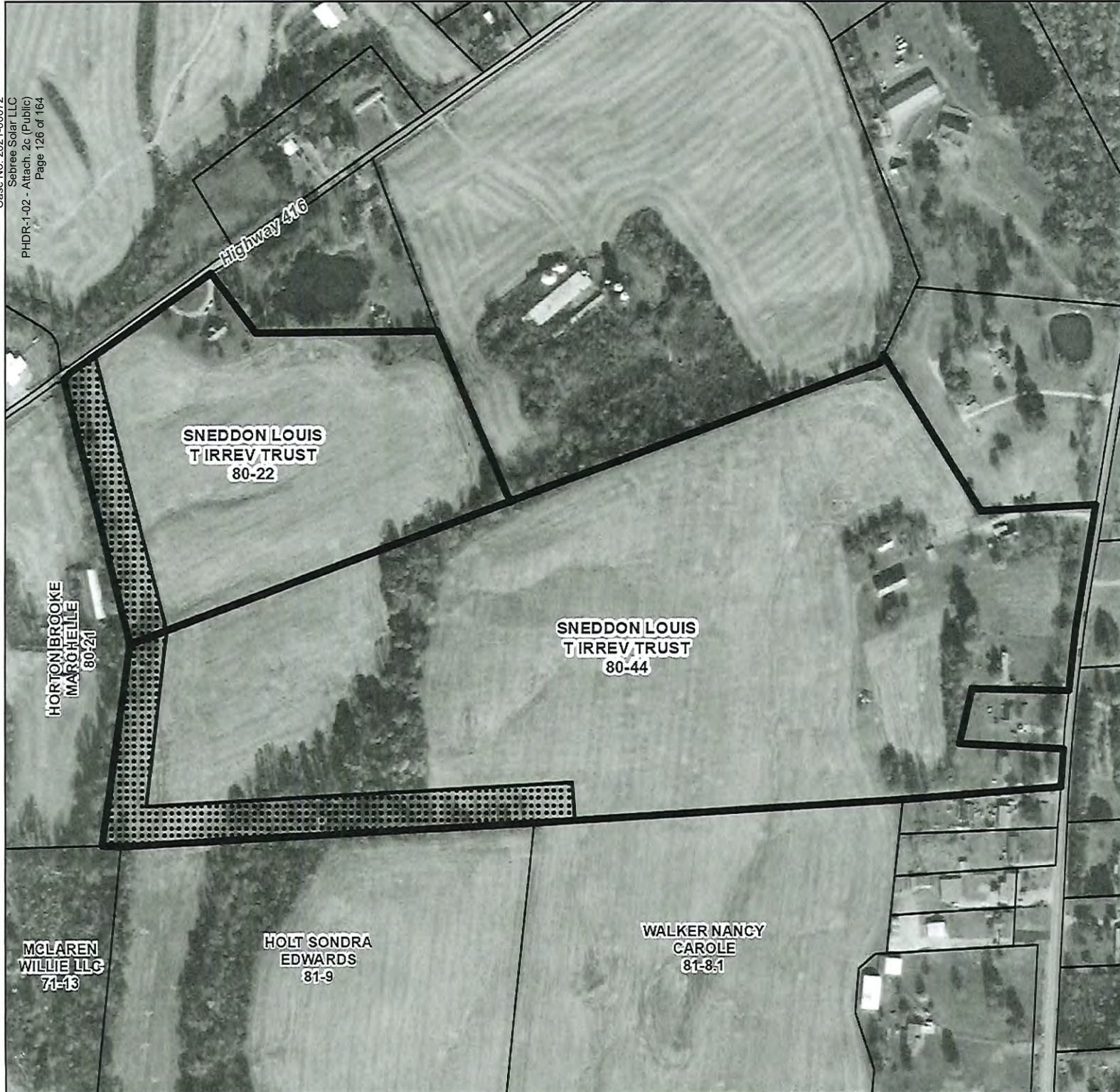
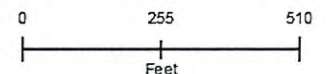
Owner Signature

Contact Phones

Date

Livestock Y / N

N



Case No. 2021-00072  
Sebree Solar LLC  
PHDR-1-02 - Attach. 2c (Public)  
Page 126 of 164

**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_ day of 202\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to Independence Bank of Kentucky, Successor Trustee of Louis T. Sneddon Revocable Trust Agreement dated June 29, 2006 ("**Grantor**") of the following:

1. Grantor and Sebree Solar, LLC, a Delaware limited liability company, Grantee, entered into an Option and Transmission Easement dated [*insert Transmission Easement Date*], recorded on [*insert Transmission Easement recording Date*] in [*insert Recording Info*], Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire a 100 foot wide Easement running along the West and South property lines ("**Option**") of certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**"), with the use thereof being governed by the terms of the Agreement. The easement shall be 100 foot wide from the West and South property lines and shall be located as is shown on the Depiction of Easement Area in **Exhibit A** attached hereto and incorporated herein by reference (the "**Easement Area**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be [*insert Commencement Date*].

5. The terms of Agreement shall govern over conflicting terms in this Option Notice. All of the terms, conditions, and provisions of the Agreement shall be and remain in full force and effect. This Option Notice shall not be construed to expand the rights of the Grantee. The terms and provisions of the Agreement and this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Sebree Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me **by means of  physical presence or  online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, [*insert year*] by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By and After  
Recording Return to:

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



**EXHIBIT A TO FORM OF NOTICE**

**Depiction of Easement Area**

[attach Depiction of Easement Area from Transmission Easement]

THE ABOVE PROPERTY BEING a portion of the same property acquired by Grantor, by Deed dated \_\_\_\_\_, \_\_\_\_\_, of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the \_\_\_\_\_ County Clerk's office.



**2021011980**

HENDERSON CO, KY FEE \$80.00

PRESENTED / LODGED: 10-11-2021 10:24:24 AM

RECORDED: 10-11-2021

RENESA ABNER  
CLERK

BY: TONYA WILSON  
DEPUTY CLERK

**BK: RE 654**

**PG: 658-672**

MAILED TO: 10/12/21  
NEXTERA ENERGY RESOURCES  
700 UNIVERSE BLVD  
JUNO BEACH, FL 33408

### OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 21<sup>st</sup> day of July, 2021 ("**Effective Date**") by and between Nancy Carole Walker, a single person, with an address of 419 Hearthstone Lane, Henderson, KY 42420 ("**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

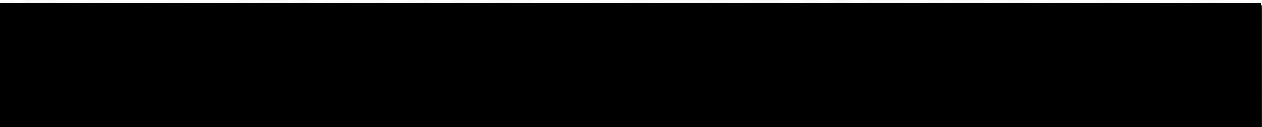
### **RECITALS**

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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



b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. The Easement Area of the Transmission Facilities shall not exceed one hundred (100) feet in width. "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access**

**Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**"), storage of material shall be in a manner as to not interfere with crop planting and only permitted during construction

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership.** Grantor 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. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements 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 such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee 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 Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

9. **Removal.** If this Agreement is terminated Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after notice of the termination and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Property.

10. **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.

11. **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.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. 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.**

13. **Successors and 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.

14. **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.

15. **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.

16. **Compensation.** The compensation due by Grantee to Grantor 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]*  
*[Balance of page intentionally left blank]*







## EXHIBIT A TO EASEMENT

### Legal Description of Property

The following described real property located in Henderson County, Kentucky, to wit:

A tract of land located about 1 mile from Robards, Henderson County, Kentucky, on the Rock House Road, and more particularly described as follows:

Beginning at a stake in the Rock House Road, corner to E. G. Eakins; thence N 188 poles to a stone in J. D. Robards homestead tract; thence N 80° E 56 poles to a stone in Robards' line, corner to James Reeder, colored; thence S 60 poles to a stone, corner to Ed Allman; thence N 80° E 121 poles, corner to Allman; thence S 66-2/3 poles; thence S 80° W 61 poles to a point, corner to M. J. Moss; thence S 13-2/3 poles; thence S 19° E 72 poles to the Rock House Road, corner to E. G. Eakins; thence with said Rock House Road S 89° W 128 poles to the point of beginning, containing 100.25 acres, more or less.

LESS AND EXCEPT the following described property which was conveyed to Paul Wade and his wife, Lorene Wade, by deed from Henry T. Wade and his wife, Maude M. Wade, dated October 22, 1946, of record in Deed Book 128, page 463, in the aforesaid Clerk's Office, to-wit:

Beginning at an iron stake in the East right of way line of U. S. Highway 41S, running thence with East right of way of said Highway, N 01° 34' E 805 feet to an iron stake, corner in said right of way line with Charles Branson; thence with Branson line, S 85° 15' W 436 feet to a post and iron stake, corner with Charles Branson in H. T. Wade's line; thence with fence, S 05° 11' W 797 feet to an iron stake, corner with H. T. Wade; thence N 87° 03' E 484 feet to the beginning, containing 8.39 acres, according to survey made by W. W. Poole, C. E. on October 19, 1946.

LESS AND EXCEPT the following described property which was conveyed to James H. Wade and his wife, Frances L. Wade, by deed from Henry T. Wade and his wife, Maude M. Wade, dated May 16, 1953, of record in Deed Book 161, page 491, in the aforesaid Clerk's Office, to-wit:

Beginning at a stake in roadway corner with H. T. Wade, runs N 03° 22' E 255 feet to a stake and post, corner with Reed land in H. T. Wade's line; thence N 84° 46' E 483 feet to a post and stake in the West right of way line of U. S. Highway 41, a corner with the Reed land; thence with said right of way line South 1572 feet to a stake in the old Robards-Rock House Road and in the West right of way line of U. S. Highway 41, corner with Lee Eakins to a stake at concrete bridge and ditch, corner with H. T. Wade in Lee Eakins' line; thence with ditch N 32° 40' W 185 feet; and N 04° 16' E 1101 feet to a stake in roadway, corner with H. T. Wade; thence with said roadway S 84° 48' E 221 feet to the place of beginning, containing 25.0 acres, according to survey of W. W. Poole, C. E. on May 16, 1953.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Last Will and Testament of Florence Marie Griffin, of record in Deed Book 39, Page 366, in the Henderson County Clerk's office.

QLA: 8923

**EXHIBIT B TO EASEMENT**

**Depiction of Easements**

**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to Nancy Carole Walker, a single person ("**Grantor**") of the following:

1. Grantor and Sebree Solar, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated \_\_\_\_\_, 20\_\_\_\_, recorded on \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_ Page \_\_\_\_\_, Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be \_\_\_\_\_, 20\_\_\_\_.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Sebree Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me **by means of  physical presence or  online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By and After  
Recording Return to:

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

## EXHIBIT A TO FORM OF NOTICE

### Legal Description of Property

The following described real property located in Henderson County, Kentucky, to wit:

A tract of land located about 1 mile from Robards, Henderson County, Kentucky, on the Rock House Road, and more particularly described as follows:

Beginning at a stake in the Rock House Road, corner to E. G. Eakins; thence N 188 poles to a stone in J. D. Robards homestead tract; thence N 80° E 56 poles to a stone in Robards' line, corner to James Reeder, colored; thence S 60 poles to a stone, corner to Ed Allman; thence N 80° E 121 poles, corner to Allman; thence S 66-2/3 poles; thence S 80° W 61 poles to a point, corner to M. J. Moss; thence S 13-2/3 poles; thence S 19° E-72 poles to the Rock House Road, corner to E. G. Eakins; thence with said Rock House Road S 89° W 128 poles to the point of beginning, containing 100.25 acres, more or less.

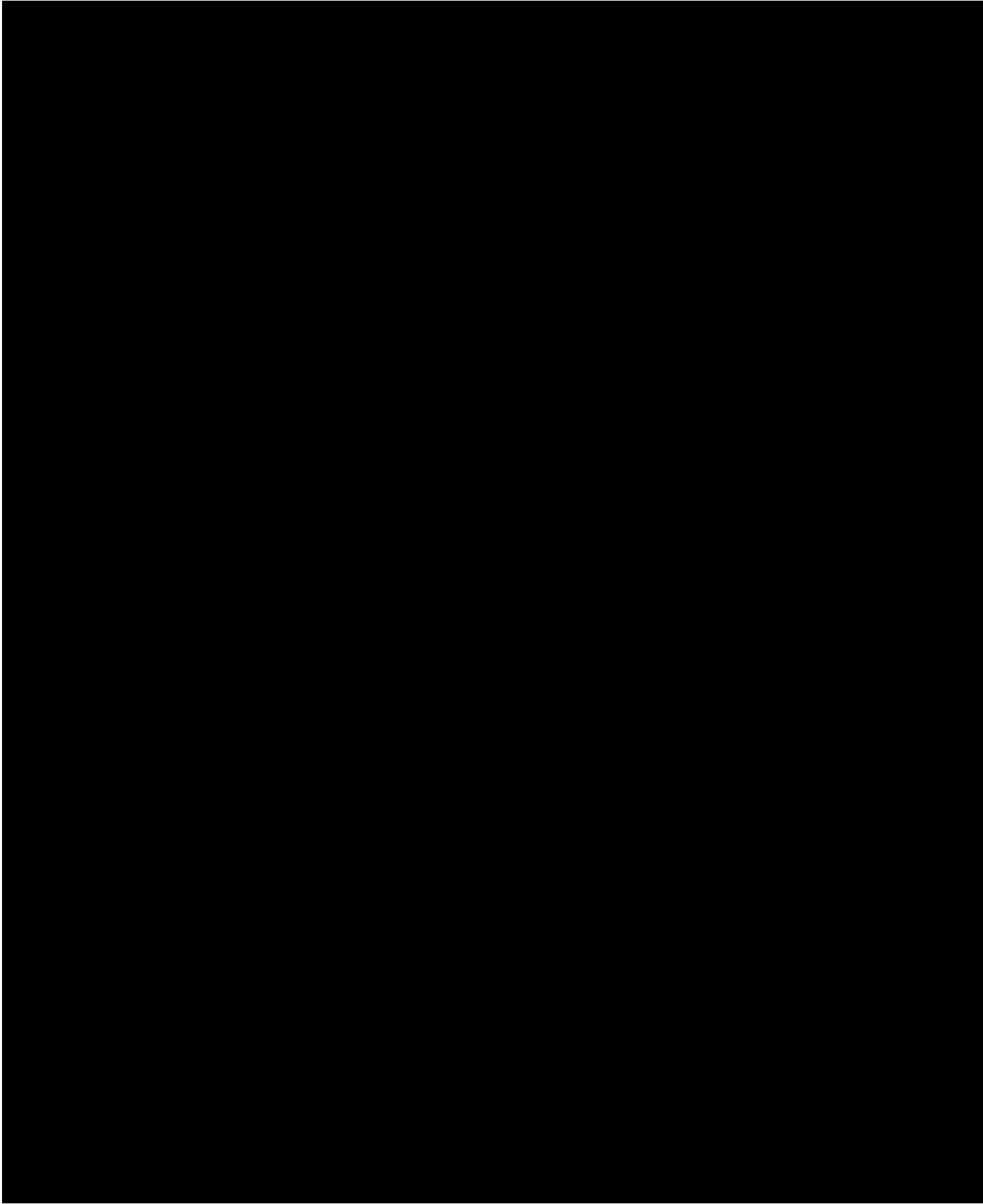
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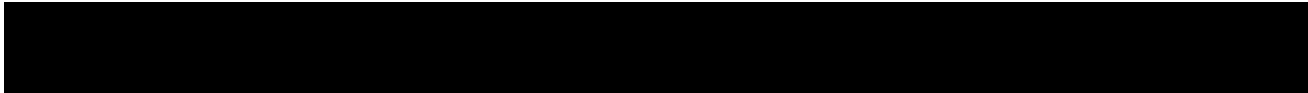
LESS AND EXCEPT the following described property which was conveyed to James H. Wade and his wife, Frances L. Wade, by deed from Henry T. Wade and his wife, Maude M. Wade, dated May 16, 1953, of record in Deed Book 161, page 491, in the aforesaid Clerk's Office, to-wit:

Beginning at a stake in roadway corner with H. T. Wade, runs N 03° 22' E 255 feet to a stake and post, corner with Reed land in H. T. Wade's line; thence N 84° 46' E 483 feet to a post and stake in the West right of way line of U. S. Highway 41, a corner with the Reed land; thence with said right of way line South 1572 feet to a stake in the old Robards-Rock House Road and in the West right of way line of U. S. Highway 41, corner with Lee Eakins to a stake at concrete bridge and ditch, corner with H. T. Wade in Lee Eakins' line; thence with ditch N 32° 40' W 185 feet; and N 04° 16' E 1101 feet to a stake in roadway, corner with H. T. Wade; thence with said roadway S 84° 48' E 221 feet to the place of beginning, containing 25.0 acres, according to survey of W. W. Poole, C. E. on May 16, 1953.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Last Will and Testament of Florence Marie Griffin, of record in Deed Book 39, Page 366, in the Henderson County Clerk's office.







**Grantor:**

Nancy Carole Walker  
Nancy Carole Walker

June 24, 2020

**Sabree Solar**

Henderson, KY




WALKER, NANCY CAROLE

Parcel Number: 01-0-1

Acres: 62

Exhibit Date: 9/15/2020

**Legend**

-  Proposed 100 ft Right of Way
-  Property
-  Parcel Boundary

Owner Signature

Contact Phones

Date



01-0-1  
WALKER, NANCY  
CAROLE

### OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 7<sup>th</sup> day of April, 2020 ("**Effective Date**") by and between Independence Bank as Custodian for W.C. Wilson, II and Independence Bank as Custodian Steven Kurtis Wilson, with an address of 76 S Green Street, Henderson KY 42420 (collectively the "**Grantor**"), and Sebree Solar, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

### RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Henderson County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

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

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

b. During the Option Term, Grantee 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 Grantee 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 Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

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

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. The Easement Area of the Transmission Facilities shall not exceed one hundred (100) feet in width "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the

purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**") storage of material shall be in a manner as to not interfere with crop planting and only permitted during construction..

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership.** Grantor 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. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements 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 such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. Such Assignments may only be for the exclusive use of the Facilities described herein and not for projects of unaffiliated third parties.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor'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 Grantor 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. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

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10. **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.

11. **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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16. **Compensation.** The compensation due by Grantee to Grantor 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]*  
*[Balance of page intentionally left blank]*







**Grantee:**

Sebree Solar, LLC  
A Delaware limited liability company

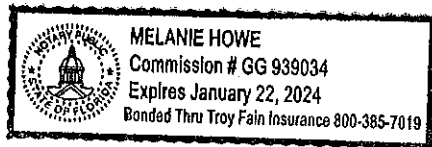
By: *Anthony Pedroni*  
Anthony Pedroni, Vice President

**ACKNOWLEDGEMENT**

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of April, 2020 by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

(notary seal)



*Melanie Howe*  
NOTARY PUBLIC, STATE OF FLORIDA

Prepared By and After  
Recording Return to:

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

**EXHIBIT A TO EASEMENT**

**Legal Description of Property**

A certain tract or parcel of land located in Henderson County, Kentucky being more particularly described as follows:

Beginning at the intersection of the west right-of-way line of U.S. Hwy 41 and the centerline of Kings Creek, said intersection point being located 50 feet perpendicularly west of the centerline of the existing pavement of said U.S. Hwy 41, said right-of-way line being as established by the conveyance of excess right-of-way to E.B. & Florence Griffin in Deed Book 350 Page 299, and said point of intersection being located South 41 degrees 18 minutes 48 second East, 75.00 feet from a set witness monument; thence with the centerline of said King's Creek, as it meanders, but reduced to the following the following thirty-three (33) straight line segments:

- (1) NORTH 87 DEGREES 30 MINUTES 31 SECONDS WEST, a distance of 44.45 feet to a point;
- (2) NORTH 81 DEGREES 57 MINUTES 51 SECONDS WEST, a distance of 37.26 feet to a point;
- (3) NORTH 88 DEGREES 09 MINUTES 09 SECONDS WEST, a distance of 26.92 feet to a point;
- (4) NORTH 78 DEGREES 56 MINUTES 37 SECONDS WEST, a distance of 76.95 feet to a point;
- (5) NORTH 60 DEGREES 21 MINUTES 42 SECONDS WEST, a distance of 28.96 feet to a point;
- (6) NORTH 25 DEGREES 54 MINUTES 23 SECONDS WEST, a distance of 33.78 feet to a point;
- (7) NORTH 05 DEGREES 30 MINUTES 36 SECONDS EAST, a distance of 30.44 feet to a point;
- (8) NORTH 10 DEGREES 23 MINUTES 20 SECONDS EAST, a distance of 21.18 feet to a point;
- (9) NORTH 10 DEGREES 45 MINUTES 03 SECONDS EAST, a distance of 27.92 feet to a point;
- (10) NORTH 00 DEGREES 31 MINUTES 25 SECONDS EAST, a distance of 37.99 feet to a point;
- (11) NORTH 00 DEGREES 36 MINUTES 11 SECONDS EAST, a distance of 32.99 feet to a point;
- (12) NORTH 06 DEGREES 20 MINUTES 27 SECONDS WEST, a distance of 23.84 feet to a point;
- (13) NORTH 03 DEGREES 24 MINUTES 10 SECONDS WEST, a distance of 40.22 feet to a point;
- (14) NORTH 22 DEGREES 51 MINUTES 24 SECONDS EAST, a distance of 26.26 feet to a point;
- (15) NORTH 04 DEGREES 36 MINUTES 38 SECONDS WEST, a distance of 27.00 feet to a point;
- (16) NORTH 29 DEGREES 53 MINUTES 33 SECONDS WEST, a distance of 20.90 feet to a point;
- (17) NORTH 39 DEGREES 17 MINUTES 51 SECONDS WEST, a distance of 233.21 feet to a point;

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated December 27, 2016, of record in Deed Book 621, Page 586, in the Henderson County Clerk's office.

QLA:8914

**EXHIBIT B TO EASEMENT**

**Depiction of Easements**

**EXHIBIT C TO EASEMENT**

**Form of Notice of Exercise of Option**

**NOTICE OF EXERCISE OF OPTION**

**THIS NOTICE OF EXERCISE OF OPTION** is made and dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, ("**Option Notice**") by Sebree Solar, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to Independence Bank as Custodian for W.C. Wilson, II and Independence Bank as Custodian Steven Kurtis Wilson, with an address of 9 Main Street, Henderson, KY 42420 (collectively "**Grantor**") of the following:

1. Grantor and Sebree Solar, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated \_\_\_\_\_, 2020, recorded on \_\_\_\_\_, 2020 in Book, \_\_\_\_\_, Page \_\_\_\_\_, Henderson County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Henderson County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be \_\_\_\_\_, 20\_\_\_\_\_.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

*[Signature Appears on Following Page]*

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

**Grantee:**

Sebree Solar, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me **by means of  physical presence or  online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Anthony Pedroni, as Vice President of Sebree Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By and After  
Recording Return to:

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

## EXHIBIT A TO FORM OF NOTICE

### Legal Description of Property

A certain tract or parcel of land located in Henderson County, Kentucky being more particularly described as follows:

Beginning at the intersection of the west right-of-way line of U.S. Hwy 41 and the centerline of Kings Creek, said intersection point being located 50 feet perpendicularly west of the centerline of the existing pavement of said U.S. Hwy 41, said right-of-way line being as established by the conveyance of excess right-of-way to E.B. & Florence Griffin in Deed Book 350 Page 299, and said point of intersection being located South 41 degrees 18 minutes 48 second East, 75.00 feet from a set witness monument; thence with the centerline of said King's Creek, as it meanders, but reduced to the following the following thirty-three (33) straight line segments;

- (1) NORTH 87 DEGREES 30 MINUTES 31 SECONDS WEST, a distance of 44.45 feet to a point;
- (2) NORTH 81 DEGREES 57 MINUTES 51 SECONDS WEST, a distance of 37.26 feet to a point;
- (3) NORTH 88 DEGREES 09 MINUTES 09 SECONDS WEST, a distance of 26.92 feet to a point;
- (4) NORTH 78 DEGREES 56 MINUTES 37 SECONDS WEST, a distance of 76.95 feet to a point;
- (5) NORTH 60 DEGREES 21 MINUTES 42 SECONDS WEST, a distance of 28.96 feet to a point;
- (6) NORTH 25 DEGREES 54 MINUTES 23 SECONDS WEST, a distance of 33.78 feet to a point;
- (7) NORTH 05 DEGREES 30 MINUTES 36 SECONDS EAST, a distance of 30.44 feet to a point;
- (8) NORTH 10 DEGREES 23 MINUTES 20 SECONDS EAST, a distance of 21.18 feet to a point;
- (9) NORTH 10 DEGREES 45 MINUTES 03 SECONDS EAST, a distance of 27.92 feet to a point;
- (10) NORTH 00 DEGREES 31 MINUTES 25 SECONDS EAST, a distance of 37.99 feet to a point;
- (11) NORTH 00 DEGREES 36 MINUTES 11 SECONDS EAST, a distance of 32.99 feet to a point;
- (12) NORTH 06 DEGREES 20 MINUTES 27 SECONDS WEST, a distance of 23.84 feet to a point;
- (13) NORTH 03 DEGREES 24 MINUTES 10 SECONDS WEST, a distance of 40.22 feet to a point;
- (14) NORTH 22 DEGREES 51 MINUTES 24 SECONDS EAST, a distance of 26.26 feet to a point;
- (15) NORTH 04 DEGREES 36 MINUTES 38 SECONDS WEST, a distance of 27.00 feet to a point;
- (16) NORTH 29 DEGREES 53 MINUTES 33 SECONDS WEST, a distance of 20.90 feet to a point;
- (17) NORTH 39 DEGREES 17 MINUTES 51 SECONDS WEST, a distance of 233.21 feet to a point;

- (18) NORTH 48 DEGREES 14 MINUTES 46 SECONDS WEST, a distance of 72.63 feet to a point;
- (19) NORTH 74 DEGREES 13 MINUTES 09 SECONDS WEST, a distance of 62.24 feet to a point;
- (20) NORTH 55 DEGREES 33 MINUTES 40 SECONDS WEST, a distance of 36.84 feet to a point;
- (21) NORTH 64 DEGREES 13 MINUTES 50 SECONDS WEST, a distance of 27.95 feet to a point;
- (22) due WEST, a distance of 24.74 feet to a point;
- (23) NORTH 56 DEGREES 38 MINUTES 55 SECONDS WEST, a distance of 88.35 feet to a point;
- (24) NORTH 70 DEGREES 54 MINUTES 23 SECONDS WEST, a distance of 42.99 feet to a point;
- (25) NORTH 75 DEGREES 57 MINUTES 50 SECONDS WEST, a distance of 47.24 feet to a point;
- (26) NORTH 47 DEGREES 20 MINUTES 49 SECONDS WEST, a distance of 89.94 feet to a point, and being located South 86 degrees 23 minutes 44 seconds West, 32.84 feet from a witness monument set;
- (27) NORTH 63 DEGREES 05 MINUTES 00 SECONDS WEST, a distance of 37.97 feet to a point;
- (28) NORTH 46 DEGREES 46 MINUTES 44 SECONDS WEST, a distance of 59.32 feet to a point;
- (29) NORTH 62 DEGREES 46 MINUTES 17 SECONDS WEST, a distance of 60.33 feet to a point;
- (30) NORTH 32 DEGREES 38 MINUTES 54 SECONDS WEST, a distance of 51.65 feet to a point;
- (31) NORTH 34 DEGREES 27 MINUTES 26 SECONDS WEST, a distance of 134.86 feet to a point;
- (32) NORTH 45 DEGREES 43 MINUTES 31 SECONDS WEST, a distance of 29.10 feet to a point;
- (33) NORTH 12 DEGREES 12 MINUTES 39 SECONDS WEST, a distance of 127.43 feet to the juncture of the centerline of said King's Creek and the centerline of the Barren Creek;

thence with the centerline of said Barren Creek as it meanders, but reduced to the following twenty-three (23) straight line segments:

- (1) NORTH 67 DEGREES 45 MINUTES 50 SECONDS WEST, a distance of 96.14 feet to a point;
- (2) NORTH 68 DEGREES 18 MINUTES 39 SECONDS WEST, a distance of 123.31 feet to a point;
- (3) NORTH 80 DEGREES 56 MINUTES 32 SECONDS WEST, a distance of 30.33 feet to a point;

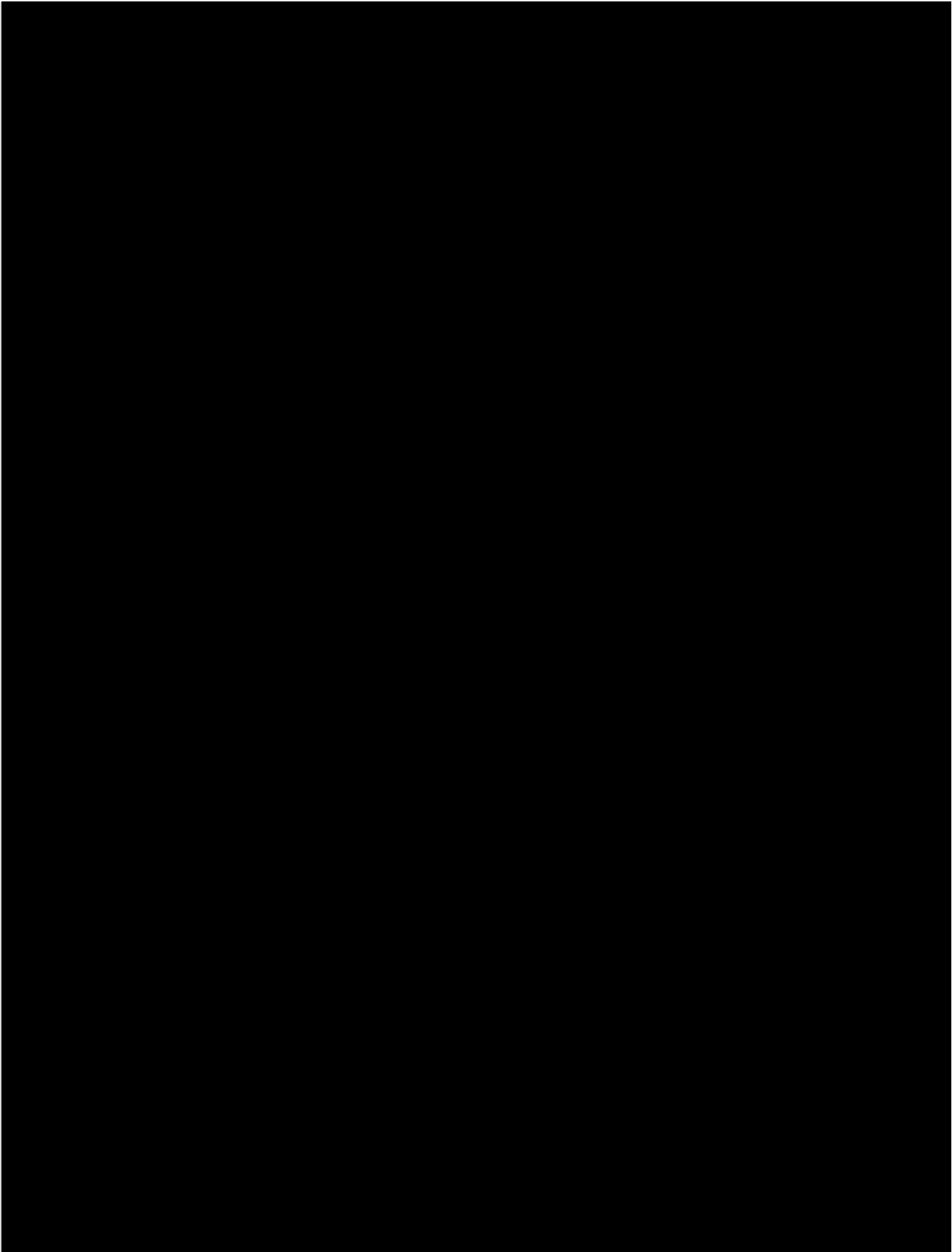


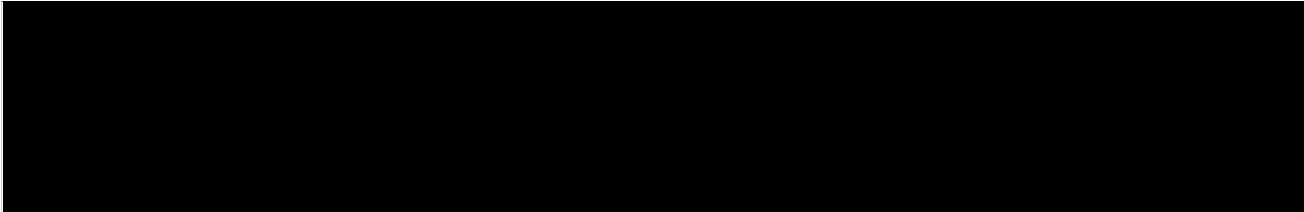
- (4) NORTH 63 DEGREES 15 MINUTES 17 SECONDS WEST, a distance of 30.86 feet to a point;
- (5) NORTH 36 DEGREES 17 MINUTES 07 SECONDS WEST, a distance of 42.54 feet to a point;
- (6) NORTH 18 DEGREES 43 MINUTES 59 SECONDS WEST, a distance of 105.05 feet to a point;
- (7) NORTH 07 DEGREES 17 MINUTES 53 SECONDS WEST, a distance of 129.84 feet to a point, being located South 32 degrees 51 minutes 24 seconds West, 31.75 feet from a witness monument set;
- (8) NORTH 20 DEGREES 37 MINUTES 25 SECONDS WEST, a distance of 51.75 feet to a point;
- (9) NORTH 00 DEGREES 49 MINUTES 49 SECONDS WEST, a distance of 35.94 feet to a point;
- (10) NORTH 17 DEGREES 46 MINUTES 04 SECONDS WEST, a distance of 49.50 feet to a point;
- (11) NORTH 03 DEGREES 07 MINUTES 20 SECONDS WEST, a distance of 28.69 feet to a point;
- (12) NORTH 28 DEGREES 03 MINUTES 22 SECONDS WEST, a distance of 107.41 feet to a point;
- (13) NORTH 16 DEGREES 26 MINUTES 03 SECONDS WEST, a distance of 37.74 feet to a point;
- (14) NORTH 03 DEGREES 18 MINUTES 07 SECONDS EAST, a distance of 27.13 feet to a point;
- (15) NORTH 30 DEGREES 57 MINUTES 50 SECONDS WEST, a distance of 36.44 feet to a point;
- (16) NORTH 01 DEGREES 13 MINUTES 55 SECONDS WEST, a distance of 48.45 feet to a point;
- (17) NORTH 27 DEGREES 51 MINUTES 23 SECONDS WEST, a distance of 56.85 feet to a point;
- (18) NORTH 22 DEGREES 50 MINUTES 01 SECONDS WEST, a distance of 85.90 feet to a point;
- (19) NORTH 11 DEGREES 56 MINUTES 59 SECONDS WEST, a distance of 50.31 feet to a point;
- (20) NORTH 16 DEGREES 12 MINUTES 32 SECONDS WEST, a distance of 139.94 feet to a point;
- (21) NORTH 11 DEGREES 35 MINUTES 04 SECONDS WEST, a distance of 95.97 feet to a point;
- (22) NORTH 01 DEGREES 54 MINUTES 56 SECONDS EAST, a distance of 77.91 feet to a point;
- (23) NORTH 38 DEGREES 05 MINUTES 08 SECONDS WEST, a distance of 76.09 feet to a point in the centerline of said King's Creek, being in the east line of the Presbyterian Church of Henderson property recorded in Deed Book 375 Page 246, said property being Lot 6 in the Division of the Enoch G. Eakins property as

described in Will Book E Page 174 and a plat of which is shown in said will at page 186, and which point is located South 10 degrees 28 minutes 20 seconds West, 45.87 feet from a witness monument set and located North 5 degrees 52 minutes 05 seconds East, 348.15 feet from a 5/8 inch iron pin with no cap found at the southeast corner of said Church property;

thence with the east line of said Church property and then with the Bernard & Martha Jean Busby property known as Lot 5 in said Enoch G. Eakins division, which Busby deed is recorded in Deed Book 561 Page 282, NORTH 05 DEGREES 52 MINUTES 05 SECONDS EAST, a distance of 1313.73 feet to an iron pin set in the east line of said Busby property, and being the southwest corner of the Marion Lee Eakins property known as Lot 8 of said Enoch G. Eakins division, and which Eakins deed is recorded in Deed Book 219 Page 400; thence with said Eakins property, SOUTH 85 DEGREES 41 MINUTES 39 SECONDS EAST, a distance of 1021.26 feet to an iron pin set in the west line of 16.5 foot passway as described in said will of Enoch G. Eakins; thence with the west line of said 16.5 foot passway, SOUTH 06 DEGREES 28 MINUTES 13 SECONDS WEST, a distance of 182.93 feet to an iron pin set at the southwest corner of the end of said passway; thence with the end of said passway, SOUTH 84 DEGREES 37 MINUTES 51 SECONDS EAST, passing a 5/8" sucker rod (female end up), no cap found 0.13 feet to the right of the line at a distance of 16.57 feet, which sucker rod is near the southwest corner of Parcel 2 of the Dennis Branson remainder property recorded in Deed Book 603 Page 997, and then with the south line of said Branson property, which south line is also the south line of Lot 11 of said Enoch G. Eakins division, and passing an iron pin found on line at a distance of 81.71 feet from the terminus, a total distance of 722.21 feet to an iron pin set in the west right-of-way of said U.S. Hwy 41 as described in said Deed Book 350 Page 299, and being located 50 feet perpendicularly west of the centerline of the existing pavement of said U.S. Hwy 41; thence with said right-of-way line, running parallel with and 50 feet perpendicularly west of said centerline, SOUTH 02 DEGREES 37 MINUTES 13 SECONDS WEST, passing iron pins set on line as 1000.00 feet, 2000.00 feet, and 3000.00 feet, a total distance of 3439.12 feet to the point of beginning containing 109.766 acres and being subject to all legal easements and rights of way. This description was prepared from a physical survey conducted under the direction of Dennis E. Branson, of Branson Surveys, Inc. Ky PLS #2532 on December 14, 2016. All monuments cited herein as "iron pin set" are 5/8 inch smooth-sided iron rods, 18 inches in length with a plastic cap bearing the number 2532. This survey includes portions of Tracts 1,2,6,7 all of Tract 3 as shown in Deed Book 230 Page 402 and all of the property shown in Deed Book 350 Page 299.

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated December 27, 2016, of record in Deed Book 621, Page 586, in the Henderson County Clerk's office.





**Grantor:**

By: *Christine Nelson*  
W.C. Wilson, II, by  
Christine Nelson, *VP-Trust Officer* of  
Independence Bank, Custodian for W.C. Wilson, II

By: *Christine Nelson*  
Steven Kurtis Wilson, by  
Christine Nelson, *VP-Trust Officer* of  
Independence Bank, Custodian for W.C. Wilson, II