

OPTION FOR EASEMENT

This Option is granted the 1st day of March, 2003, by [REDACTED] and [REDACTED] residing at 11109 Roloson Road, Prattsburgh, New York 14873, (hereinafter referred to as the "Grantor") to ECOGEN, LLC, with offices at Four Cathedral Park, 4th Floor, Buffalo, New York 14202 (hereinafter referred to as the "Grantee").

IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Grantee, the Option For Easement over the property described below and crosshatched on Schedule "A" attached hereto and made a part hereof (the "Property"), on the terms and conditions hereinafter set forth.

PROPERTY LOCATION:	Roloson Road
TOWNSHIP:	Prattsburgh
COUNTY:	Steuben
STATE:	New York
ACREAGE:	29.19
SECTION/BLOCK/LOT#:	033.000-0001-003.12000

1. Term of Option: This option shall expire on February 28, 2005, unless extended in writing by the Grantor.
2. Option For Easement: In consideration for the granting of this option the Grantee shall pay to the Grantor the sum of:

\$500 upon signing of Option for Easement
\$500 due March 1, 2004
3. Exercise of Option: The Grantee shall have the right to exercise this option by giving written notice to the Grantor of the exercise of this option at the address set forth above no later than February 28, 2005.
4. Easement Agreement: If this option is exercised, the Grantor and Grantee shall enter into the Grantee's standard form of Easement, subject to the Grantor approving the location of a 50 foot right of way for installation of underground transmission lines (except at the creek crossing where the Grantee must obtain the Grantor's approval to install an overhead bridge for transmission lines to cross the creek), access/service roads and extent of tree clearing (the "Easement") which will include the following terms:
 - (a) Price: \$10.00 per lineal foot of right of way but in no event less than \$10,000 or more than \$25,000.
 - (b) Real Estate Taxes: Grantee to pay all real estate taxes attributable to improvements made by Grantee.
 - (c) If at any time during the lease term, Grantor desires to sell a fee interest in all or any portion of the Property to a third party or otherwise to effect any other form of transfer with respect to the land, Grantor shall give Grantee a Right of First Refusal with respect thereto.
 - (d) Use: Grantee shall have the exclusive right to use the Property for the purpose of constructing and maintaining electrical equipment, service/access roadways and transmission lines.
 - (e) Restrictions: Grantor shall be restricted from using the Property in a manner that could materially interfere with the development or construction on the Property or that could materially and adversely affect or change the wind flow over the Property.
5. Closing:
 - (a) The closing shall take place within one hundred eighty (180) days of the date this option is exercised at a place, date and time to be designated by the Grantee.
 - (b) At closing the Grantor shall have good and marketable title to the Property free and clear of all liens and encumbrances.

- (c) At closing the Grantor and Grantee shall enter into the Easement.
 - (d) At closing the Grantor shall deliver use of the Property to the Grantee.
 - (e) Real estate taxes and assessments shall be adjusted at closing.
 - (f) At closing the Easement Agreement will be signed and recorded. The Grantee shall be responsible to pay all fees required to record the Easement Agreement.
6. Authority: Grantor is the sole Owner of fee simple title to the Land and has authority to enter into the Option Agreement.
 7. Abstract of Title and Survey: Upon the signing of this Option Agreement, the Grantor shall deliver to the Grantee copies of any abstracts of title, title insurance policies and surveys that it may have in its possession. The Grantee shall be responsible for updating the abstract of title and survey.
 8. Right of Entry: During the term of this Option, Grantor agrees to allow Grantee or Grantee's agents, contractors or representatives the right to enter upon and inspect the Property at any time, following reasonable notice to Grantor, for any purpose associated with the development of wind energy projects, including, without limitation, conducting transmission and interconnection studies, environmental assessments, archaeological assessments, permitting, soil sampling, surveying and title searches .
 9. Condition of Property: During the term of this Option Grantor shall, until the termination of this Option, operate and maintain the Property, substantially in accordance with Grantor's past practices so that upon the execution of the Agreement the Property will be substantially in its present condition, normal wear and tear excepted.
 10. Permits, Approvals, Etc.: During the term of this Option, the Grantor agrees to cooperate with the Grantee in obtaining any and all permits, licenses, zoning approvals, etc. which the Grantee may require for its intended use of the Property.
 11. Recordability: Grantee shall have the right to record in the Real Property Record; a Memorandum of this Option and Grantor agrees to execute such Memorandum upon request.
 12. Chemical Spraying: The use of chemicals to control vegetative growth shall be prohibited on the easement area.
 13. Successors & Assigns: This Agreement shall be binding upon and inures to the benefit of the parties hereto, and their successors and assigns.
 14. Timber Salvage: The Grantee shall survey and mark the proposed right-of-way location, then within thirty (30) days, the Grantor shall have the right to remove all timber along the right-of-way. The Grantee shall be responsible for removing any un-merchantable timber left behind by the Grantor and for grubbing and clearing the stumps. Grantee shall set aside firewood logs and chip up remaining tree tops.

IN WITNESS WHEREOF, the parties have signed this instrument as of the day and year first above written.

GRANTOR: 
By: _____

GRANTEE: ECOGEN, LLC
By: 
THOMAS L. HAGNER, As Manager

SS: _____

GRANTOR: 
By: _____

SS: _____