

**OPTION FOR TRANSMISSION EASEMENT AGREEMENT
AND TRANSMISSION EASEMENT**

THIS OPTION FOR TRANSMISSION EASEMENT AGREEMENT AND TRANSMISSION EASEMENT (together with the exhibits attached hereto, collectively, this “**Agreement**”), is executed effective this 19th day of June, 2014 (“**Effective Date**”), by and between Brent Houser Enterprises, LLC, a Colorado limited liability company, whose mailing address is 11890 Garrett Road, Peyton, CO 80831 (*collectively, “Grantor” and Golden West Power Partners, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408-2657, and its successors and assigns (“Grantee”).* Each of Grantor and Grantee are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”.

PREMISES

A. Grantor is the owner of those certain tracts of real property located in El Paso County, Colorado, which are more particularly described on the attached **Exhibit A** which is made a part hereof (“**Property**”); and

B. Grantor desires to grant and convey to Grantee an exclusive option for a transmission easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across the Property, all upon the terms and conditions set forth herein.

IN CONSIDERATION of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Option**. Grantor hereby grants to Grantee an exclusive option to acquire the Easement referenced in **Section 2** of this Agreement in accordance with the following terms and conditions (the “**Option**”):

(a) **Exhibit B** shows the contemplated location and route of the Easement referenced in **Section 2** (“**Easement Area**”), which shall serve as and be incorporated into this Agreement. Grantor acknowledges and agrees that execution of this Agreement shall constitute Grantor’s approval of **Exhibit B**. The attached **Exhibit B** may be placed of record by Grantee, and recorded against the Property. Grantor acknowledges and agrees that Grantee reserves the right to record an **Exhibit C**, which will replace **Exhibit B** as attached to this Agreement. As used herein, **Exhibit C** means the final easement plan which legally describes the surveyed location of the Easement Area on the Property. Grantor hereby consents to the Grantee recording **Exhibit C** without requiring consent or execution from Grantor, provided that the Easement Area in **Exhibit C** approximates and is no wider than the Easement Area depicted on **Exhibit B**, and upon such recordation, any references that refer to **Exhibit B** in this Agreement shall refer to **Exhibit C** with no further amendments, modifications or recordings thereof.

(b) **Option Term.** The Option term shall be twelve (12) months, commencing on the Effective Date and expiring on the date immediately preceding the anniversary of the Effective Date (“**Option Term**”).

(c) **Use During Option Term.** During the Option Term Grantor hereby grants to Grantee and its employees, agents and contractors a non-exclusive 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, and geotechnical, foundation and soil tests. Grantee shall indemnify and at its expense defend Grantor against liability for injuries and claims for direct damage to the extent that they are caused by Grantee, its agents, and employees’ exercise of rights granted in this clause.

(d) **Right to Grant Option.** Grantor warrants and represents to Grantee that: (i) Grantor is the holder of fee simple title to all of the Property; (ii) Grantor has the authority to grant these Options and Easements to Grantee without the consent or approval of any other party; and (iii) there are no other existing options, rights of first refusal, contracts to purchase, leases or mortgages that encumber the Property or would prevent Grantee from exercising its rights with respect to the Options and Agreement except as disclosed in writing to Grantee.

(e) **Exercise of Option.** Grantee may exercise the Option at any time, and from time to time, during the Option Term, if at all, by giving written notice to Grantor (“**Option Notice**”) of Grantee’s exercise of the Option. Grantee shall specify in the Option Notice the commencement date (“**Commencement Date**”) for each such Option exercise, and the portions of Easement Area for which the Option is exercised. On the Commencement Date, the Easement described in **Section 2** shall automatically become effective as to the Easement Area designated in the Option Notice, and Grantee and Grantor shall be subject to all of the terms and conditions of this Agreement with respect to such Easement, the Easement Area and all rights and obligations relating thereto. In the event that Grantee does not exercise the Option during the Option Term, Grantee shall record, within thirty (30) days following the expiration of the Option Term, a Notice of Option Termination in the County in which the Property is located. If Grantee fails to exercise the Option within the Option Term, the Option and the rights of Grantee as the optionee shall automatically terminate.

(f) **Exclusivity During Option Period.** During the Option Period, Grantor will not sell, contract to sell, assign, lease, or otherwise transfer or encumber the Property, unless it is transferred subject to the Company’s rights under this Agreement. In no event will Grantor, during the Option Period, grant a license, easement, option, leasehold, or other rights to the Property to any other utility, person, or entity seeking, directly or indirectly, to develop the Property for wind energy conversion or transmission of electricity, or negotiate with any other party with respect to such rights, nor permit any third party to undertake activities on the Property to evaluate the wind resources of the Property.

2. **Grant.** Upon exercise of the Option by Grantee, effective as of the Commencement Date, Grantor does hereby grant, bargain, sell and convey unto Grantee, a permanent, perpetual, and exclusive easement (the "**Easement**") on, over, under, through, across, along and in the Easement Area for the purposes of erecting, constructing, repairing, replacing, relocating, improving, enlarging, removing, maintaining and utilizing, from time to time, a line of towers and/or poles of mono-pole design or H-frame design, with such wires and/or cables, for the transmission of electrical energy and all necessary and proper foundations, footings, guys, cross arms and other appliances, facilities, appurtenance and fixtures for use in connection therewith (collectively, the "**Facilities**") on, over, under, thru, across, along and in the Easement Area; together with (i) the right of ingress to and egress from the Facilities over and along the Property by means of roadways thereon, if existing, or otherwise by such roadway(s) as Grantee may construct from time to time; (ii) a temporary non-exclusive easement along and under that portion of the Property comprising the fifty (50) feet adjacent to and along the entire boundary of the Easement Area during the initial construction and installation of the Facilities (the "**Construction Easement**").

Grantor and Grantee agree that:

(i) The Easement Area, as depicted on the **Exhibit B** to this Agreement, shall not exceed one hundred fifty feet (150') in width except where appurtenances to the Facilities (for example, supporting guy wires) are constructed, in which case the Easement width in such areas may be extended up to an additional One Hundred Fifty Feet (150') in width, and in the area of a transmission line corner or turn, the Easement width may be extended up to an additional Two Hundred Fifteen Feet (215') radius from the pivot point/point of the intersection of such corner or turn in the transmission line.

(ii) In the area of corners and turns in the transmission line and appurtenances to the Facilities, the Construction Easement shall extend in such areas, up to an additional Four Hundred Feet (400') radius from the pivot point of any such corner or turn on, over, under, through and along Grantor's adjacent lands.

3. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to the Facilities or its rights hereunder. Grantee will provide Grantor with at least twenty-four (24) hours prior notice of any such intended cutting, pruning or foliage or vegetation removal activities, except in the event of an emergency, in which case Grantee will notify Grantor within twenty-four (24) hours of the conduct of such activity. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or interfering with Grantee's permitted use of the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole

discretion. Grantee shall not construct, install or permit to be constructed or installed within the Easement Area any buildings, storage cabinets or sheds without Grantor's express, written consent. Grantee agrees to provide Grantor with at least twenty-four (24) hours prior notice of the commencement of any construction activities on the Easement Area.

4. **Termination.** Grantee shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement, effective upon thirty (30) days' prior written notice given by Grantee to Grantor. Upon termination of this Agreement, Grantee shall have one hundred eighty (180) days after the effective date of such termination, to enter upon the Property, remove all Facilities constructed within the Easement Area and remediate any damage to the Property caused by the removal of the Facilities. In the event that Grantee fails to do so, Grantor shall have all rights at law or in equity, including the right to retain all such equipment and Facilities. Within thirty (30) days following Grantee's termination of this Agreement, Grantee agrees to record a Notice of Termination in the County in which the Property is located.

5. **Assignment; Mortgage Rights.**

(a) Grantee, without Grantor's consent or approval, shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Facilities (collectively, its "**Facilities Assets**"). These various security interests in all or a part of the Facilities Assets are collectively referred to as "**Mortgage**" and the holders of the Mortgages, their designees and assigns are referred to as "**Mortgagee**". Grantee shall also have the right without Grantor's consent to sell, convey, lease, or assign all or any portion of its Facilities Assets on either an exclusive or a non-exclusive basis, or to grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any Assignee or Mortgagee shall agree in writing to be bound by the terms of this Agreement. Grantee shall notice Grantor in writing of any such financing and/or assignment and include the name and address of each Mortgagee and/or Assignee.

(b) Assignees and Mortgagees shall use the Facilities Assets only for the uses permitted under this Agreement. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Grantor is only required to give notice to a Mortgagee of which it has written notice and only at that address, or other address provided in writing. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to timely exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

6. **Indemnification and Insurance.** Grantee shall maintain liability insurance insuring Grantee and Grantor against loss caused by Grantee's use of the Property. The amount

of insurance shall be not less than \$3,000,000.00 of combined single limit liability coverage and Grantee shall review the coverage amount every five (5) years to determine if coverage needs to be increased. The insurance is to be placed with insurers with a Best's rating of no less than A- and the insurer shall be authorized to provide insurance in Colorado. Such policy shall be endorsed to identify Grantor as an additional insured, and to provide that the policy shall not be materially altered or cancelled without at least thirty (30) days prior notice to Grantor. Grantee shall provide Grantor with an ACORD or similar certificate evidencing such insurance and endorsements within thirty (30) days following the Grantor's execution of the Agreement and thereafter, upon receiving a written request from Grantor. Grantee shall indemnify and at its expense defend Grantor against liability for injuries and claims for direct damage to the extent that they are caused in whole or in part by Grantee, or its agents, and employees' exercise of rights granted in this Agreement by Grantee, or its agents, and employees' exercise of rights granted in this Agreement. This indemnity does not cover losses of rent, business opportunities, crop production, and profits that may result from Grantor's loss of use of the Property. Grantee shall not be liable for any damage caused by the intentional acts or negligence of Grantor.

7. **Hazardous Material**. Grantor represents and warrants that, to the best of Grantor's knowledge: (a) 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; and (b) 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. "**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 shall not violate in a material way any Environmental Law relating to the Property. Grantee shall not import Hazardous Materials on the Property, but in the event that it is responsible for Hazardous Materials on the Property, Grantee shall remediate such Hazardous Materials in accordance with Environmental Laws.

8. **Due Care**. Grantee shall utilize due care in the exercise of rights granted to Grantee in this Agreement. Grantee shall comply with all applicable laws, ordinances and regulations when exercising its rights under this Agreement, including securing all necessary governmental approvals and permits to conduct Grantee's operations on the Easement Area. Grantee shall not engage in any illegal activity on the Easement Area or Property, nor shall Grantee commit waste or create a nuisance on the Easement Area or Property. Damages to the Property resulting from Grantee's failure to exercise such due care shall be reasonably repaired by Grantee at the expense of the Grantee. Crop damage, if any, shall be compensated to Grantor pursuant to the "Crop Compensation" paragraph existing within the "Compensation" section of this Agreement, attached and incorporated hereto as **Exhibit D** (The Parties mutually agree that such "Compensation" section attached and incorporated hereto as **Exhibit D** is confidential and is not to be recorded in public records). Upon completion of construction of the Facilities and upon termination of this Agreement, all grazing areas on the Property that were disturbed by Grantee and not required for continuing operation of the Facilities shall be

restored to a condition reasonably similar to its original condition, subject to Grantee's rights under this Agreement. In the case of native grassland damaged by Grantee's construction activities, the damaged area will be reseeded with grass seeds recommended by either the Natural Resources Conservation Service ("NRCS") office located in the County in which the Property is located, or the Colorado State University Extension Office ("CSU") located in the County in which the Property is located in. Such reseeding shall occur at such time or times as recommended by NRCS or CSU, at no cost to Grantor, and reseeding shall continue until the damaged native grass area has been fully reseeded and reclaimed. Notwithstanding the foregoing, Grantee's obligation to continue reseeding shall expire three (3) years from the date of the completion of construction or completion of each use of the Construction Easement or the last maintenance activity by Grantee. To the extent reasonably possible, all topsoil and subsoil excavated from the Property will be reserved and replaced on the Easement Area after completion of construction of the Facilities.

9. **Taxes.** Grantee shall pay any increase in the real property taxes on the Easement Area that is directly attributable to the installation of Facilities. If the Facilities are subject to real property taxes, Grantee shall request that the Facilities be separately assessed and that taxing authorities bill Grantee directly for taxes attributable to the Facilities. Grantee shall not be liable for taxes attributable to facilities installed by Grantor or others on the Property.

10. **Default and Remedies.** Except as qualified by Section 5, Grantor shall have the right to terminate this Agreement where: (a) a material default in the payment by Grantee under this Agreement shall have occurred and remains uncured; (b) Grantor simultaneously gives Grantee and all Mortgagees and Assignees written notice of the default setting forth in reasonable detail the facts pertaining to the default and specifying the method of cure; and, (c) the default shall not have been remedied within thirty (30) days after Grantee, or within ninety (90) days in the case of all Assignees and Mortgagees, receives the written notice. Except as specifically allowed by this Section 10, this Agreement shall not be terminable by Grantor under any circumstances. Grantor's sole remedy for Grantee's breach of its duties under this Agreement (except its duty to timely pay and failure to timely fulfill its removal obligations after termination under Section 4) shall be an action at law or in equity for money damages or specific performance.

11. **Notices.** All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered to Grantor or Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed to the addresses set forth in the Preamble. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph. Upon receiving a written request from Grantor, Grantee shall provide Grantor with the name and phone number of a local contact representing Grantee to address issues relating to the Facilities.

12. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of both Grantor and Grantee, and their respective heirs, successors and assigns, and shall be deemed a covenant running with the land for all purposes.

13. **Governing Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in the County in which the Property is located. **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.** In the event of litigation between Grantor and Grantee, the prevailing party shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and expenses, including court costs.

14. **Counterparts.** This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

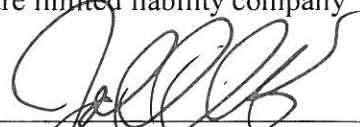
15. **Confidentiality.** The Compensation provisions contained in the attached **Exhibit D** to this Agreement are confidential and shall not be disclosed to anyone other than to Grantor's Family. For purposes of this Agreement, "**Family**" shall be deemed to include all immediate family members of Grantor, devisees or descendants of owner by will or intestacy, Grantor's attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Grantor and for no other purpose, so long as such authorized parties agree in writing to become subject to the confidentiality provisions of this Agreement and not to provide copies of the Compensation page to this Agreement to third parties or disclose the terms thereof to any unauthorized person or entity. Grantor and Grantee mutually agree and acknowledge that the Compensation page associated with this Agreement shall not be recorded or otherwise publicly disclosed. Grantee may seek all remedies available at law or in equity, including monetary damages, as a result of any breach of the provisions of this paragraph by Grantor.

[Remainder of page intentionally blank; signature pages follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date set forth above.

GRANTEE:

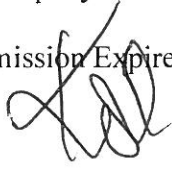
Golden West Power Partners, LLC, a Delaware limited liability company

By: 
John DiDonato, Vice President

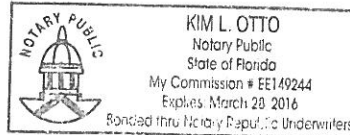
ACKNOWLEDGMENT-GRANTEE

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

The foregoing instrument was acknowledged before me this 19 day of June, 2014, by John DiDonato, as Vice President of Golden West Power Partners, LLC, a Delaware limited liability company.

My Commission Expires: 

Notary Public



EXHIBITA

The Property

A parcel of land located in Section 2 and Section 11, Township 13 South, Range 64 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Section 2;

Thence South $89^{\circ}28'49''$ East, along the North line of said Section 2, 2622.40 feet to the North Quarter corner thereof;

Thence South $00^{\circ}02'35''$ East, along the East line of the West Half ($W\frac{1}{2}$) of said Section 2, 3885.56 feet to a point of curvature;

Thence 990.39 feet along the arc of a curve to the left having a central angle of $56^{\circ}44'42''$, a radius of 1000.00 feet and whose chord bears South $28^{\circ}24'56''$ East;

Thence South $56^{\circ}47'17''$ East, 1845.68 feet;

Thence 1186.08 feet along the arc of a curve to the right having a central angle of $56^{\circ}37'52''$, a radius of 1200.00 feet, and whose chord bears South $28^{\circ}28'21''$ East, to a point on the South line of the North half of the North half ($N\frac{1}{2}N\frac{1}{2}$) of said Section 11;

Thence South $89^{\circ}43'09''$ West, along said South line, 2560.17 feet;

Thence continuing along said South line South $89^{\circ}39'00''$ West, 2618.86 feet to a point on the West line of said Section 11;

Thence North $00^{\circ}57'38''$ East, along said West line, 1320.52 feet to the Northwest corner of said Section 11;

Thence North $00^{\circ}04'45''$ West, along the West line of said Section 2, 5465.11 feet to the Point of Beginning,

EXHIBIT B

Easement Area

A 150' foot wide electric transmission easement located in the West Half of Section 2 and in a portion of the West Half of Section 11, Township 13 South, Range 64 West of the 6th PM, in El Paso County, Colorado. The proposed Easement Area is located over and across a portion of the Property described in Exhibit A, and is depicted on the aerial photograph below, subject to the extended area provisions in Section 2 (1).



EXHIBIT C

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for

As Built Easement Plan

Exhibit D

Compensation

CONFIDENTIAL – THIS COMPENSATION SCHEDULE (2 PAGES)

REMOVE THIS PAGE BEFORE RECORDING

In consideration for granting an Option for Transmission Easement Agreement and Transmission Easement to Golden West Power Partners, LLC, a Delaware limited liability company, and Brent Houser Enterprise, LLC, a Colorado limited liability company (“Grantor”) shall receive the following compensation:

Signing Bonus

A signing bonus of One Thousand Dollars (\$1,000.00) if Grantor executes the Agreement on or before _____, 2014, which is fifteen (15) days from the date on which the original draft of this Agreement was tendered to Grantor or Grantor’s representative or attorney. The signing bonus shall not be credited against other payments to be made to Grantor under this Agreement (except to the extent that it serves as full compensation for the Option Payment) and shall be paid within thirty (30) days after mutual execution of this Agreement.

Option Payment

As consideration for granting the Option and rights set forth in this Agreement during the Initial Option Term, Grantee agrees to pay Grantor the non-refundable sum of Four Thousand Dollars (\$4,000.00) within thirty (30) business days from the date of Grantor’s execution and delivery of this Agreement to Grantee (“Option Payment”).

One-Time Payments

Within thirty (30) days following Grantee’s exercise of the Option, Grantee shall pay Grantor a lump-sum, one-time payment of Three Hundred Thousand Dollars (\$300,000.00) for Grantee’s purchase of the Easement.

Crop Compensation

Crop damage that can be reasonably demonstrated to have been caused by Grantee as a result of performing the activities authorized in this Agreement, shall be paid for by Grantee according to the established yield per acre as documented at the National Agricultural Statistic Services or in crop insurance documentation for this parcel and using the price provided by the local grain elevator or Chicago Board of Trade, whichever is higher. Each time Grantee exercises its rights under the Easement, Grantee shall compensate Grantor for all crops lost or damaged by reason of the use. If a use of the Easement causes significant compaction or all or a part of the Easement Area, the compensation paid by Grantee to Grantor for that use shall be the damages for the crops lost or destroyed in the area compacted.

Payment shall be distributed as follows:

100% to Brent Houser Enterprise, LLC, a Colorado limited liability company.

Signature and completed W-9 form required for each payee:

Brent Houser Enterprises, LLC

By: _____
Esteban Daniel Rodriguez, Managing Member

Golden West Power Partners, LLC, a
Delaware limited liability company

By: _____
John DiDonato, Vice President

Exhibit D

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