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BARBARA L. NUSS, COUNTY RECORDER
HARDIN COUNTY IOWA

MEMORANDUM OF
WIND FARM EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Mikel Greene,
FPL Energy, LLC
700 Universe Blvd. LAW/JB
Juno Beach, FL 33408
561.304.5934

Taxpayer Information: (name and complete address)

Ardis A. Skartvedt, widow
305 Amanda Street, Radcliffe, IA 50230

*** Return Document To:**

UPS Mikel Greene,
FPL Energy, LLC
700 Universe Blvd. LAW/JB
Juno Beach, FL 33408

Owner:

Ardis A. Skartvedt, widow
305 Amanda Street, Radcliffe, IA 50230

FPLE:

Garden Wind, LLC
700 Universe Blvd.
Juno Beach, FL 33408

Legal Description: See Page 6.

Document or instrument number of previously recorded documents: _____

MEMORANDUM OF WIND FARM EASEMENT

THIS MEMORANDUM OF WIND FARM EASEMENT made this 3 day of September, 2008 ("Memorandum"), between Ardis A. Skartvedt, widow having an address at 305 Amanda Street, Radcliffe, IA 50230 (hereinafter called "Owner"), and Garden Wind, LLC, a Delaware limited liability company having its offices or principal place of business at 700 Universe Blvd., Juno Beach, FL 33408, Attn: Business Manager (hereinafter called "FPLE").

1. **Wind Farm Easement.** The parties have entered into that certain Wind Farm Easement between Owner and FPLE dated September 3 2008 ("Wind Farm Easement") in order to allow FPLE to construct turbines, met towers, collection facilities and related improvements, including ingress and egress to and from the improvements and including the right to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's property for a wind energy project ("Wind Farm").

2. **Description.** The real estate subject to the Wind Farm Easement (the "Property") is situated in Hardin County, Iowa, as more particularly described on **Exhibit "A"**, which is attached hereto, made a part hereof and incorporated herein by this reference, together with any and all improvements, appurtenances running with or serving the Property.

3. **Term.** The initial term of the Wind Farm Easement is for a period commencing on the Effective Date and ending fifty (50) years thereafter. FPLE is granted two (2) options to extend the term of the Wind Farm Easement for additional periods of twenty (20) years each.

4. **Noise Levels.** Among other easements granted in the Wind Farm Easement, the Owner grants to FPLE an easement for the right and privilege to generate and maintain audible noise levels in excess of sixty (60) dbA on and above the Noise Easement Property at any and all times of the day or night. Subject to certain restrictions, the "Noise Easement Property" shall mean the portion of the Owner's Property contained in a 650 foot radius circle centered on each turbine, whether the turbine is located on or off the Owner's Property. Subsequent owners of the Property are hereby advised of the Noise Easement granted in the Wind Farm Easement.

5. **Overhang Easement.** Among other easements granted in the Wind Farm Easement, the Owner grants to FPLE an easement for the right and privilege to permit the rotors of turbines located on adjacent properties to overhang on to Owner's Property by no more than 110 feet at a height of at least 100 feet above the ground. Owner shall not interfere with the operation of turbine rotors that overhang onto Owner's Property.

6. **Exclusive Rights.** Owner agrees not to grant, convey, assign or provide any easement, license, permit, lease or other right for access across the Owner's Property for generation or transmission of power on or across Owner's Property to any third party in connection with the construction or operation of electrical generating or transmission facilities. This covenant shall not be interpreted to deny Owner the right to grant telecommunications providers appropriate rights to construct and maintain telecommunications facilities on or under

the Owner's Property so long as the rights are granted in compliance with the requirements of the Wind Farm Easement and do not interfere with FPLE's operations.

7. **Hunting and Firearms Restrictions.** The Wind Farm Easement restricts hunting and the discharge of firearms on the Owner's Property in the vicinity of the windpower facilities for the protection of FPLE's site personnel and Wind Farm facilities.

8. **Snowmobile Restrictions.** The Wind Farm Easement restricts snowmobiling on the Owner's Property near the vicinity of the Wind Farm facilities.

9. **Rights Reserved.** The Wind Farm Easement reserves to Owner, or Owner's tenants, the right to farm areas of the property, to the extent the farming activities do not and will not interfere with FPLE's operations, as determined by FPLE. FPLE waives any interest, claim or lien in crops grown on the Property. FPLE agrees that FPLE's use of the Property is purely for commercial purposes and that FPLE shall not conduct farming activities on the Property.

10. **Lateral Support.** FPLE shall have the right and exercise the right of subjacent and lateral support for the Wind Farm improvements on the Property to whatever extent is necessary for the safe construction, operation, and maintenance of the Wind Farm improvements. The Owner expressly covenants that Owner shall not excavate so near the sides of or underneath the Wind Farm improvements as to undermine or otherwise adversely affect their stability.

11. **Notices.** All notices or other communications required or permitted by the Wind Farm Easement shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope to the addresses set forth in the Preamble. Any party giving notice by facsimile or electronic mail sent to a party at the facsimile number or electronic mail address furnished above must on request furnish proof that the notice was actually received. Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph.

12. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Wind Farm Easement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Wind Farm Easement. In the event of conflict between this Memorandum and the Wind Farm Easement, the terms and provisions of the Wind Farm Easement shall control.

13. **Recording.** At the date of termination of the Wind Farm Easement, including any extension or renewals thereof, FPLE shall record a release with the Hardin County Recorder.

14. **Runs With the Property.** The Wind Farm Easement, and all easements granted and any restrictions contained therein, shall run with the Property and be binding on subsequent owners of the Property.

IN WITNESS WHEREOF, Owner and FPLE have executed this Memorandum on the dates set forth below:

Owner:

Ardis A. Skartvedt
Ardis A. Skartvedt

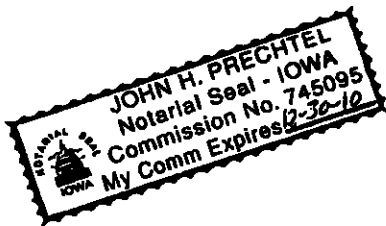
OWNER ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Hardin) ss:

On this 21 day of August, 2008, before me, the undersigned notary public, personally appeared Ardis A. Skartvedt, personally known to me to be the person(s) who subscribed to the foregoing instrument or provided a driver's license as identification.

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

(notary seal)



John H. Prechtel
NOTARY PUBLIC, STATE OF IOWA

FPLE:

Garden Wind, LLC

A Delaware limited liability company

By:


Dean R. Gosselin, Vice President

FPLE ACKNOWLEDGEMENT

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

On this 3 day of Sept, 2008 before me, the undersigned notary public, personally appeared Dean R. Gosselin, Vice President of Garden Wind, 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 corporation and that he was duly authorized so to do.



NOTARY PUBLIC, STATE OF FLORIDA

Name (Print): _____

Commission No.: _____

Commission Expires: _____

(Seal)



EXHIBIT A

Legal description of Owner's Property

West Fractional Half of the Southwest Quarter (W frl. $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 7, Township 86 North, Range 22 West of the 5th P.M, Hardin County, Iowa