

WIND FARM LEASE AND EASEMENT AGREEMENT

1. **Parties.** This Wind Farm Lease and Easement Agreement (“**Agreement**”) is made and entered as of the ___ day of _____, 2017 (“**Effective Date**”), by and between [*NAME AND MARITAL STATUS*] (collectively, the “**Owner**”), and Crowned Ridge Wind II, LLC, a Delaware limited liability company, (“**Operator**”) an affiliate of NextEra Energy Resources, LLC, a Delaware limited liability company. Owner and Operator are sometimes individually referred to as a “**Party**” and collectively as the “**Parties.**”

[REDACTED]

3. **Option.** Owner grants to Operator an exclusive option (“**Option**”) to acquire the Leases and Easements referenced in Sections 4 and 5 in accordance with the following terms and conditions. Operator shall be entitled to acquire the Lease and the Easements in their entirety or in part, as Operator deems appropriate.

3.1 **Option Term.** The initial period during which Operator may exercise the Option shall be for a term of thirty-six (36) months, commencing on the Effective Date and expiring on the date immediately preceding the third (3rd) anniversary of the Effective Date (“**Initial Option Term**”). Operator shall have a single election to extend the Initial Option Term for an additional twenty-four (24) months (“**Extended Option Term**”) by written notice to Owner at any time prior to the third (3rd) anniversary of the Effective Date, which notice shall be accompanied by the Option Extension Payment (as defined in **Exhibit D**). References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term, unless expressly stated otherwise.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exercise of Option. Operator may exercise the Option by giving written notice to Owner (“Option Notice”) at any time during the Option Term. [REDACTED]

[REDACTED]

[REDACTED]

4. [REDACTED]. Effective upon the exercise of the Option by Operator, Owner grants to Operator, and Operator then accepts from Owner, for the Term referenced in Section 6.1, the following leases over and across the Owner’s Property in accordance with the terms and conditions of this Agreement. [REDACTED]

[REDACTED]

4.1 **Construction Right.** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.2 **Access Right.** [REDACTED]

[REDACTED]

4.3 **Turbine Site Lease.** [REDACTED]

4.4 **Collection Lease.** [REDACTED]

4.5 **Telecommunication Facilities Lease.** [REDACTED]

4.6 **Overhang Right.** [REDACTED]

4.7 **Met Tower Lease.** [REDACTED]

5. **Easements.** Upon the exercise of the Option by Operator, Owner grants to Operator, and Operator accepts from Owner, for the Lease and Easement Term referenced in Section 6.1, the following easements over and across the Owner's Property in accordance with the terms and

conditions of this Agreement. The following easements are for the benefit of Operator and Operator's agents, contractors and employees, are located on the Owner's Property and are collectively referred to as the "Easements."

■ **Wind Non-Obstruction Easement.** (a) Owner grants Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's Property ("**Wind Non-Obstruction Easement**"). Along with the Option Notice, Operator shall deliver to Owner the following legal descriptions which shall become **Exhibit A-2** of this Agreement: (a) a description of the Wind Non-Obstruction Easement property subject to this Agreement; (b) a description of the Wind Non-Obstruction Easement in vertical and horizontal angles; and (c) a description of real property benefiting from the Wind Non-Obstruction Easement. Owner shall not engage in any activity on Owner's Property that might interfere with wind speed or wind direction over any portion of any Turbine or Met Tower Easement Properties, whether located on or off the Owner's Property; cause a decrease in the output or efficiency of any Turbine or accuracy of any meteorological equipment; or otherwise interfere with Operator's operation of the Wind Farm or exercise of any rights or the Leases granted in this Agreement ("**Interference**").

[REDACTED]

[REDACTED]

5.2 **Effects Easement.** Owner grants to Operator a non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Wind Farm or activity located on the Owner's Property or on adjacent properties over and across the Owner's Property ("**Effects Easement**").

6. **Term of Agreement.** The term of this Agreement ("**Term**") includes the Option Term referenced in Section 3.1; and the Easement Term referenced in Section 6.1.

6.1 **Lease & Easement Term.**

6.1.1 **Lease & Easement Term.** The Term of the Leases and Easements and the effective date thereof shall commence on the date specified by Operator in the Option Notice ("**Commencement Date**"). The Term shall end fifty (50) years after the Commencement Date, unless terminated as provided in this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

19. **Notice.**

19.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing.

19.2 **Delivery.** Notice is considered given either (i) when delivered in person to the recipient named below, (ii) three days 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 or person intended, or (iii) twenty-four (24) hours from proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended as follows:

Notice to Owner: [NAME AND ADDRESS]
Telephone:

Notice to Operator: Crowned Ridge Wind II, LLC
700 Universe Boulevard
Juno Beach, FL 33408-2657
Attention: Land Services
Phone: (855) 552-9872

19.3 **Change of Recipient or Address.** 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. Notices given before actual receipt or notice of change shall not be invalidated by the change.

20. **Miscellaneous Provisions.**

20.1 **Successors & Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. [REDACTED]

20.2 **Memorandum.** Simultaneously with the execution of this Agreement, Owner and Operator agree to execute and acknowledge a memorandum of this Agreement satisfactory in form and substance to Operator and Owner. Owner consents to the recordation of the memorandum in the public records of the county where the Owner's Property is located.

20.3 **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

20.4 **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by Owner and Operator and consented to by any Operator Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

[REDACTED]

20.6 **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. In the event it was determined by Operator that the rights of the parties hereto under this Agreement were to become unenforceable due to the effect of Article XVII, Sections 21-24 of the South Dakota Constitution, the parties agree to amend this Agreement or modify the rights granted herein in order to comply with all applicable laws and to grant to Operator the rights to the extent necessary to construct, operate and maintain the Improvements as contemplated herein.

[REDACTED]

20.8 **Approvals.** Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

20.9 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

20.10 **Option to Convert.** During the Term of the Leases and Easements granted herein, Owner grants to Operator the option to convert the Leases herein contained to easements, or the Easements to leases, as determined by Operator in its sole discretion. [REDACTED]

[REDACTED]

[REDACTED]

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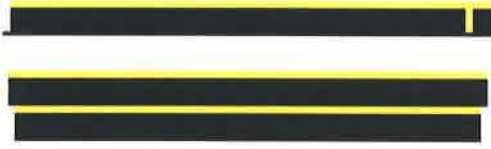
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