

7. Next Era  
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*Nancy Copeland*  
Nancy Copeland, Register of Deeds

**PREPARED BY &  
AFTER RECORDING RETURN TO**

Mikel Greene, Esq.  
NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, Florida 33408  
(561) 304-5934

Return To:  
NEXTERA ENERGY  
700 UNIVERSE BLVD.  
JUNO BEACH, FL 33408

(This space reserved for recording information)

**MEMORANDUM OF LEASES AND EASEMENTS**

GTV Land & Cattle Co., a/k/a G.T.V. Land and Cattle Company, Inc., a South Dakota corporation ("Owner"), and Boulevard Associates, LLC, a Delaware limited liability company ("Operator"), an affiliate of NextEra Energy Resources, LLC, a Delaware limited liability company. Owner and Operator have entered into that certain Wind Farm Lease and Easement Agreement whereby Owner granted to Operator an exclusive option ("Option") for the following leases and easements (jointly and severally, the "Leases and Easements"):

- (1) Turbine Site Lease with Access Rights
- (2) Met Tower Lease with Access Rights
- (3) Collection Lease with Access Rights
- (4) Construction Right
- (5) Wind Non-Obstruction Easement
- (6) Effects Easement
- (7) Overhang Right
- (8) Telecommunication Facilities

encumbering all or portions of the real property described in **Exhibit A-1** attached hereto and made a part hereof (the "Owner Property").

1. As to the Option, the period during which the Option may be exercised shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period of thirty-six (36) months after such date ("**Initial Option Term**"). The Initial Option Term may be extended for one twenty-four (24) month extension period ("**Extended Option Term**"). 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. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term.

2. The terms and conditions of the Leases and Easements are as set forth in that

A

certain Wind Farm Lease and Easement Agreement executed by and between the Owner and Operator (the "Agreement");

3. In the event the Option is exercised, the term of the Leases and Easements commences on the date specified by Operator in the Option Notice and terminates fifty (50) years thereafter.

4. As to the Wind Non-Obstruction Easement:

(a) Along with the Option Notice, Operator shall deliver to Owner the description of the real property subject to the Wind Non-Obstruction Easement pursuant to the Agreement, which shall become Exhibit A-2 to the Agreement.

(b) Along with the Option Notice, Operator shall deliver to Owner the description of the real property benefiting from the Wind Non-Obstruction Easement and the description of the vertical and horizontal angles, expressed in degrees and distances from the Turbine Sites as defined in the Agreement, in which an obstruction to the wind is prohibited or limited, which shall become Exhibit A-2 to the Agreement.

5. Pursuant to the terms and conditions of the Agreement:

(a) Operator has the exclusive right to use, maintain, capture and convert all of the wind resources on the Owner Property. Any of the Owner's activities, or any grant of rights by Owner to a third party, on Owner Property, as defined in the Agreement or on adjacent property shall not, now or in the future, interfere in any way with the rights of Operator under the Agreement.

(b) The Leases and Easements and any restriction contained in the Agreement shall run with the land affected thereby and are binding upon, and inure to the benefit of the Owner and Operator, its Mortgagees, Assignees, and their respective successor and assigns, heirs, personal representatives, tenants, or persons claiming through them.

(c) The remaining terms and conditions of the Wind Easement, including but not limited to the terms and conditions under which this Wind Non-Obstruction Easement is granted or may be terminated, are as set forth in the Agreement.

6. The address of the Owner is:

GTV Land & Cattle Co.  
Attn: Gerald Grotewold  
1209 33<sup>rd</sup> St. NW  
Watertown, SD ~~57201~~ 57201

The address of the Operator is:

Boulevard Associates, LLC  
700 Universe Boulevard  
Juno Beach, Florida 33408-2683  
Attn: Business Manager

7. **Option to Convert.** During the term of the Leases and Easements granted in the Agreement, as may be extended, Owner grants to Operator the option to convert the Leases to Easements, and the Easements to Leases, in Operator's sole discretion. Operator may exercise such option by giving the Owner, thirty (30) days written notice of its intent to exercise such option. The terms and conditions of such converted Easements and Leases shall be the same as the terms and conditions of the original Leases and Easements, including the annual payments as set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner and Operator have executed this Memorandum effective as of the date first written above.

Owner:

GTV Land & Cattle Co.,  
a South Dakota corporation

By: Gerald Grotewold President  
Gerald Grotewold, President

COPY

**OWNER ACKNOWLEDGEMENT**

STATE OF SOUTH DAKOTA     )  
  )ss:  
COUNTY OF FALL RIVER     )

On this the 20<sup>th</sup> day of March, 2015, before me, the undersigned officer, personally appeared Gerald Grotewold, as President of GTV Land & Cattle Co., a South Dakota corporation, who is personally known to me or who subscribed to the foregoing instrument and acknowledged that he executed the same.

In witness whereof I hereunto set my hand and official seal.



Jordan C. Wollschlager  
Notary Public  
My Commission Expires: 11-13-2018

IN WITNESS WHEREOF, the Owner and Operator have executed this Memorandum effective as of the date first written above.

**Operator:**

Boulevard Associates, LLC,  
a Delaware limited liability company.

By: *John DiDonato*  
John DiDonato, Vice President

**OPERATOR ACKNOWLEDGEMENT**

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

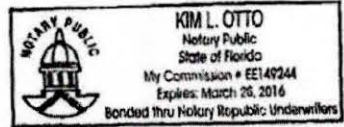
On this 27 day of April, 2015, before me, the undersigned officer, personally appeared John DiDonato, who acknowledged himself to be the Vice President of Boulevard Associates, LLC and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Vice President.

In witness whereof I hereunto set my hand and official seal.

*Kim L. Otto*

(Seal)

Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A-1**

**Legal Description of Owner Property**

West Half (W½) of Section 33, Township 120 North, Range 51 West of the 5<sup>th</sup> P.M., Grant County, South Dakota.

COPY

**HOLDING PAGE FOR EXHIBIT A-2**

**Legal Description of Wind Non-Obstruction Easement Property and Description of Wind  
Non-Obstruction Easement in Vertical and Horizontal Angles & Legal Description of Real  
Property Benefiting from Wind Non-Obstruction Easement  
To be Delivered with Option Notice**

COPY