

STANDARD UTILITY EASEMENT FOR WIND ENERGY DEVELOPMENT

This Standard Utility Easement for Wind Energy Development (this "Easement") is made and entered into as of the _____ day of _____, 20____ (the "Effective Date") by and between The Detroit Edison Company, a Michigan corporation ("Grantee"), of 2000 Second Avenue, Detroit, Michigan 48226, and _____ ("Grantor"), of _____.

W I T N E S S E T H:

This Easement is made with reference to the following facts:

WHEREAS, Grantor is the owner of certain real property situated in the Township(s) of _____, County of _____, State of Michigan, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area"), consisting of approximately _____ acres; and

WHEREAS, Grantor desires to grant an easement to Grantee for the purpose of (i) evaluating the suitability of the Easement Area for wind energy production, including, but not limited to, constructing, installing and operating weather monitoring facilities (including meteorological ("MET") towers), conducting environmental studies and planning activities, together with any and all activities ancillary thereto, including pedestrian and vehicular traffic (the "Evaluation Phase") and (ii) for the generation, transmission and sale of electricity derived from wind energy devices constructed, installed and operated by Grantee on the Easement Area, including, but not limited to, towers equipped with wind turbine units ("Wind Units"), electrical transmission lines, interconnection facilities and support buildings, together with any and all activities ancillary thereto, including pedestrian and vehicular traffic (the "Development Phase") (all of the foregoing is hereinafter collectively referred to as the "Project").

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor grants an exclusive easement to Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on, over, under and across the Easement Area, including the airspace over the Easement Area, for the purpose of constructing, installing, operating, repairing, maintaining, altering, replacing, improving, restoring and removing the Project for the Term (as defined herein). Grantor may lease any subsurface portion of the Easement Area for mineral, oil and/or gas rights, upon written notice to Grantee, ("Subsurface Lease") provided that (1) the Subsurface Lease shall require that the subsurface lessee not interfere with Grantee's use and possession of the Easement; (2) Grantor and the subsurface lessee shall be responsible for any damages to Grantee's Wind Units; and (3)

Grantor and the subsurface lessee shall indemnify Grantee for any claims relating to or arising out of the Subsurface Lease, including any claims of the subsurface lessee's employees, subcontractors or agents.

2. Term of Easement; Termination.

(a) *Term.* The term of this Easement (the "Term") shall be divided into two (2) phases, consisting of: (i) the Evaluation Phase, which shall commence on the Effective Date, and which may be extended at the election of Grantee in accordance with Exhibit B attached hereto and incorporated herein by reference, and (ii) if Grantee, by written notice from Grantee to Grantor, elects at Grantee's sole option and discretion to terminate the Evaluation Phase and commence the Development Phase, the Evaluation Phase shall terminate on the date of such notice with respect to that portion of the Easement Area upon which Grantee has elected to proceed to the Development Phase or remove from the Easement Area altogether, and the Development Phase shall thereupon commence and automatically renew from year to year thereafter, unless terminated earlier as provided below; provided, however, that the Development Phase shall not automatically renew in the event that Grantee has voluntarily ceased all of its operations (including the repair, maintenance, alteration, replacement, improvement, restoration or removal of Grantee's equipment or facilities) within the Easement Area during the Development Phase for a period of more than twelve (12) consecutive months. Grantee may decide to proceed with the Development Phase with respect to all or any portion of the Easement Area. Grantee shall also have the right at any time, and from time to time, by written notice from Grantee to Grantor in accordance with Section 19 hereof, to reduce the size of the Easement Area as of a future date to be determined by Grantee in its sole discretion. The payments to be made by Grantee to Grantor under Exhibit B shall be reduced as a consequence of Grantee's reduction of the size of the Easement Area. Grantor agrees to execute and deliver to Grantee such agreements and other documents as Grantee shall reasonably request to confirm and ratify Grantee's reduction of the size of the Easement Area, and Grantee may, without Grantor's signature or consent, execute and record a Memorandum of Easement which contains the revised legal description of the Easement Area.

(b) *Termination during Evaluation Phase.* Grantee may terminate this Easement at any time during the Evaluation Phase upon written notice to Grantor due to concerns arising from the Grantee's review of the state of title to the Easement Area and no further payments shall be due and owing to Grantor. Grantee may terminate this Easement during the Evaluation Phase for any reason other than the state of title to the Easement Area at any time after the third anniversary of the Effective Date, effective upon the expiration of a period of ninety (90) days after written notice from Grantee to Grantor in accordance with Section 19 hereof and payment of any sums due to Grantor from Grantee under the terms and conditions set forth in Exhibit B through and including the effective date of termination.

(c) *Termination during Development Phase.* If Grantee elects, in its sole discretion, to commence the Development Phase, Grantee may thereafter terminate this Easement at any time during the Development Phase effective upon the expiration of a period of ninety (90) days after written notice from Grantee to Grantor in accordance with Section 19 hereof and payment of any sums due to Grantor from Grantee under the terms and conditions set forth in Exhibit B through and including the effective date of termination.

(d) *Grantee's Removal of Equipment and other Improvements.* After termination of this Easement, Grantee shall reenter the Easement Area for such period of time as shall be reasonably necessary for Grantee to remove any equipment, structures or other improvements or personal property of any kind whatsoever which Grantee placed on the Easement Area for the Evaluation Phase and/or Development Phase, provided, however, that Grantee shall not be required to remove any equipment, foundations, structures or other improvements of Grantee lying more than four (4) feet beneath the surface of the Easement Area. Grantee shall also replace and level the topsoil removed by Grantee, if any, in connection with the Project.

3. Ingress and Egress. Grantor also grants to Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, a non-exclusive Easement on, over and across the Easement Area, for vehicular and pedestrian ingress from the public right of way to all portions of the Easement Area and egress to the public right of way from all portions of the Easement Area by Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, for the Term. Grantee agrees not to unreasonably interfere with Grantor's activities on the Easement Area and to use commercially reasonable efforts to construct any roads for ingress and egress parallel and perpendicular to existing property lines, ditches and outlets.

4. Construction of Equipment and Facilities for Evaluation Phase and/or Development Phase.

(a) Construction of Equipment during Evaluation Phase. Grantee may construct and install equipment on the Easement Area in connection with the Evaluation Phase, including, but not limited to, anemometers, wind and weather monitoring facilities, as well as roads on, over and across the Easement Area for ingress and egress to and from the Easement Area by Grantee and its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests. As soon as reasonably practicable after completion of the Evaluation Phase, Grantee will remove any wind and weather monitoring equipment installed for the Evaluation Phase.


(b) Construction of Equipment during Development Phase. If Grantee elects to proceed to the Development Phase on all or any portion of the Easement Area, Grantee may, upon a date or dates to be determined by Grantee in its sole discretion, in a location or locations within the Easement Area to be determined by Grantee in its sole discretion, construct and install on the Easement Area Wind Units and related improvements, including, but not limited to: foundations, concrete pads and/or footings; towers; support fixtures, anchors and fences; monuments and markers; buildings for maintenance of Wind Units and storage of related equipment; electrical transformers and energy storage facilities; electric distribution and transmission towers; overhead and underground electric transmission, distribution and communication lines and other communications facilities; signage; and temporary and permanent roads on, over and across the Easement Area to public rights of way for ingress and egress to and from the Project. Grantor will have the right to advise Grantee of Grantor's preferences with regard to the location of such facilities and equipment, which Grantee will take into consideration during Grantee's planning process; provided, however, that the location of all of such facilities and equipment shall be determined in Grantee's sole discretion. Unless otherwise agreed in writing by Grantor, no Wind Unit will be placed closer than 800 feet to any residence currently located on the Easement Area. Notwithstanding anything contained in this subsection 4(b) to the contrary, Grantee, or its assignee, will not build any substations or maintenance buildings in the Easement Area without Grantor's prior written approval. If Grantor does not approve Grantee's request to build a substation or maintenance building, at Grantee's request, Grantor will enter into good faith negotiations with Grantee for Grantee's purchase of land required for such substation or maintenance building. Such good faith negotiations will be based on the value of the land for farming use.

5. Government Permits. Grantor shall cooperate with Grantee in obtaining any necessary permits, approvals, consents and easements from any governmental agencies or other third parties having jurisdiction over and/or rights with respect to the Easement Area, the design, construction, location or operation of any equipment for the Evaluation Phase, Development Phase or any activities associated therewith.


6. Ownership. Grantee shall own any improvements or equipment associated with the Project, including, but not limited to, all Wind Units, associated foundations and systems. Grantor shall have no ownership interest in, or other rights of any nature with respect to, the equipment or facilities constructed and installed by Grantee in connection with the Wind Units or the Project. Any and all wind energy tax credits

or other tax credits accruing to the owner of wind energy devices such as those described herein shall belong solely to Grantee, and Grantor shall have no claim or rights in connection with any such tax credits.

7. Maintenance. Grantee shall maintain any equipment and facilities owned or operated by Grantee in connection with the Project, including, but not limited to, all Wind Units, related facilities and roads, in accordance with any applicable regulatory requirements.

 **Continued Use of Easement Area.**

(a) *Grantor's Limited Use and Enjoyment.* Grantee shall have the sole and exclusive right to conduct wind energy development activities on the Easement Area. However, Grantor may enjoy the limited use of the Easement Area provided that any activity of Grantor, its employees, agents, contractors, subcontractors, licensees, invitees and guests, does not obstruct the wind, in any way impede or decrease the output or efficiency of Grantee's Wind Units, or otherwise interfere with the speed and direction of the wind, Grantee's Wind Unit facilities or related structures or the rights granted to Grantee under this Easement. Grantor shall not place any fixtures or equipment or build any other structures on the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed.

 (b) *Restricted Areas.* Notwithstanding the foregoing, by written notice from Grantee to Grantor, at any time during the Term, Grantee may identify certain specific areas within the Easement Area (individually, a "Restricted Area") in which Grantee's use shall be exclusive and Grantor's use in any manner shall be prohibited, due to Grantee's activities in connection with Project, including, but not limited to, the erection of a MET tower or construction and use of permanent roads, structures, staging areas or buildings within the Restricted Area. Grantor agrees not to plant crops in Restricted Areas. In the event that Grantee identifies any portion of the Easement Area as a Restricted Area during the Evaluation Phase and/or the Development Phase, and in addition to any other compensation paid to Grantor hereunder except reimbursement for crop damage as provided below, Grantee will pay Grantor an annual payment of \$250 per acre for the aggregate area of the portion of the Easement Area designated by Grantee as a Restricted Area (but not in a calendar year in which Grantee has reimbursed Grantor for damage to crops). Payment will be made annually within sixty (60) days of the December 31st of each year during which Grantee identifies Restricted Areas unusable by Grantor, or on another mutually agreed upon date, and shall continue to be paid annually so long as the Restricted Area remains unusable by Grantor.

(c) *Crop Damage.* Grantee will reimburse Grantor for reasonable damage to growing crops in the Easement Area to the extent directly caused by Grantee's operations, provided that: (i) such reimbursement shall be made by Grantee at the end of the calendar year in which such crops were planted, or on another mutually agreed upon date, and not in subsequent years; (ii) such reimbursement shall be based on currently applicable proven, historical production yield data and currently applicable Farm Service Agency prices for the area; and (iii) such crops are not planted within an area previously designated by Grantee as a Restricted Area. Grantee further agrees to restore any drainage tile on the Easement Area damaged by Grantee's operations. Grantor may select the contractor to perform such drainage repairs ("Tile Contractor") provided that the total cost for the work by Tile Contractor shall not exceed the total cost quoted for such work by Grantee's contractor by more than ten (10%) percent and such work shall be performed so as not to delay Grantee's project. Grantor shall hold harmless the Grantee for work performed by the Tile Contractor selected by Grantor.


9. Taxes. Grantee shall be responsible for any personal property taxes levied against any equipment installed by Grantee on the Easement Area in connection with the Evaluation Phase or the Development

Phase. Grantor shall pay the real property taxes for the Easement Area before such taxes become delinquent. If Grantor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Easement, then, in addition to its other rights and remedies, Grantee shall have the right to pay such taxes and other obligations, and/or cure any such default by any appropriate means; and the cost thereof shall be reimbursed to Grantee by Grantor within thirty (30) days of Grantee's demand. Grantee may offset such cost against any amounts owed by it to Grantor.

10. Tax Structure. Notwithstanding anything to the contrary set forth herein or in any other agreement to which the parties are parties or by which they are bound, any obligations of confidentiality contained herein and therein, shall not apply to the U.S. federal tax structure or U.S. federal tax treatment of the transaction, and each party (and any employee, representative, or agent of any party hereto) may disclose to any and all persons, without limitation of any kind, the U.S. federal tax structure and U.S. federal tax treatment of the transaction. The preceding sentence is intended to cause the transaction not to be treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code and shall be construed in a manner consistent with such purpose. In addition, each party acknowledges that it has no proprietary or exclusive rights to the tax structure of the transaction or any tax matter or tax idea related to the transaction.

11. Payment. During the Evaluation Phase, and, if applicable, the Development Phase, Grantee will pay Grantor the amounts set forth on Exhibit B attached hereto and incorporated herein by reference.

12. Indemnification.


 a) *Indemnification by Grantee.* Grantee will indemnify Grantor for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on the Easement Area. Grantee shall not indemnify Grantor for claims arising out of Grantor's negligence or willful misconduct.

(b) *Indemnification by Grantor.* Grantor will indemnify Grantee for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantor, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on the Easement Area. Grantor shall not indemnify Grantee for claims arising out of Grantee's negligence or willful misconduct.

13. Environmental Matters Grantor shall be responsible for and shall indemnify, defend and hold Grantee harmless from and against any and all costs, claims, losses, expenses, liabilities, damages, penalties and causes of action arising under any federal, state or local environmental laws, regulations, ordinances, rules and directives, common law or equity, or any other laws pertaining to the condition of the Easement Area during the term of this Easement, including the physical nature or condition of the Easement Area or the environmental condition thereof ("Environmental Laws"); provided, however, that Grantor shall have no obligation to indemnify, defend or hold Grantee harmless with respect to the violation of any Environmental Laws by Grantee.

14. Title to Property. Grantor represents and warrants to Grantee that: (i) Grantor is the sole owner of the Easement Area and holds marketable fee simple title to the Easement Area according to Michigan law; (ii) Grantor has not leased, transferred or otherwise encumbered in any way title to the Easement Area, except as may be disclosed on Schedule A hereto; (iii) Grantor has not received any notice (orally or in writing) from any third party of any claim with respect to the Easement Area; (iv) Grantor and each person

signing this Easement on behalf of Grantor has the full and unrestricted power and authority to execute and deliver this Easement and grant this Easement and the rights herein granted; and (v) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding. Schedule A shall contain the name and address of any party to whom an interest in the Easement Area was leased or otherwise transferred, the date such lease or interest shall expire, and whether there are any renewal options with respect to the leased or transferred interest.


 **5. Liens and Tenants.** Grantor represents and warrants that there are no liens, encumbrances, leases, fractional interests, mineral or oil and gas rights or other exceptions to Grantor's fee simple title or otherwise burdening the estate of Grantor in the Easement Area, except as may be set forth on Schedule A hereto, and Grantor agrees not to create or permit the creation of any such lien or encumbrance without Grantee's prior written consent, which shall not be unreasonably withheld or delayed. Grantor agrees to remove, discharge or bond over any such lien or other encumbrance created without Grantee's prior written consent within thirty (30) days of the creation of any such lien or other encumbrance.

16. No Interference. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Easement without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.


17. Disbursement of Proceeds. Grantor agrees that upon written notice from Grantor's mortgagee identified in Exhibit A to Grantee, Grantee will disburse any payments due in accordance with Exhibit B to Grantor's mortgagee until further notice of Grantor's mortgagee.

18. No Obligation to Develop. Nothing in this Easement shall be construed as requiring Grantee to undertake, construct or develop any portion of the Project.

19. Default.

 (a) *Default of Grantor.* Each of the following events shall constitute an event of default by Grantor and shall permit Grantee to seek specific performance or all other appropriate remedies available at law or equity: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantor from Grantee; or (ii) the failure by Grantor to perform any other material term set forth in this Easement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantor from Grantee.

(b) *Default of Grantee.* Each of the following events shall constitute an event of default by Grantee and shall permit Grantor to seek monetary damages or all other appropriate remedies available at law or equity, provided that Grantor shall not have the right to terminate this Easement: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantee from Grantor; or (ii) the failure by Grantee to perform any other material term set forth in this Easement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantee from Grantor.

 **20. Successors and Assigns.** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns. Grantee may assign all or any portion of its interest under this Easement to a third party without Grantor's consent.

21. Notices. All notices shall be provided to the parties at their respective addresses listed above by certified United States mail. Either party may change the address to which it desires notices to be sent by giving written notice to the other party specifying the new address.

22. Miscellaneous. If any term or provision of this Easement shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby, but each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. The captions of this Easement are for convenience only and are not to be construed as part of this Easement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

23. Entire Easement; Modification. This Easement contains the entire agreement between the parties hereto with respect to the subject matter hereof and all previous negotiations regarding the subject matter hereof are merged herein and held for naught. Except as expressly set forth herein, this Easement may be modified only by an agreement in writing signed by Grantor and Grantee. Any modification of this Easement made in the limited instances expressly permitted herein by written notice from Grantee to Grantor and without Grantor's signature or further consent shall be valid and binding upon both parties to this Easement. Grantor agrees to execute and deliver to Grantee such agreements and other documents as Grantee shall reasonably request to confirm and ratify Grantee's modification of this Easement in the manner and in the limited instances expressly permitted herein, and Grantee may, without Grantor's signature or further consent, execute and record a memorandum of Easement which reflects any such modifications to this Easement.

24. Nonwaiver. No waiver of performance of any covenant or agreement contained in this Easement shall be valid, binding or enforceable against the party alleged to have waived such performance unless the same shall be in writing and executed by such party. No such waiver shall be extended by implication, custom or practice to any situation or circumstance not expressly described therein.

25. Governing Law. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. All present and future laws, rules or regulations of any governmental agency pertaining to the generation of electricity from wind power shall be binding on the parties hereto as though incorporated herein.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first above written.

GRANTOR

GRANTOR

By _____

By _____

Name:

Name:

GRANTEE

By: The Detroit Edison Company, a Michigan corporation

By _____

Name:

Its:

Acknowledged before me in _____ County, Michigan on _____, 20____, by _____.	
Notary's Stamp: _____	Notary's Signature: _____

Acknowledged before me in Wayne County, Michigan, on _____, 20____, by _____ of The Detroit Edison Company, a Michigan corporation.	
Notary's Stamp _____	Notary's Signature _____
(Notary's name, county, and date commission expires)	

Prepared By and when recorded return to: Heather A. Betts, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

EXHIBIT A
Legal Description

Legal Description:

Tax Identification Number:

Street Address:

Easements and Rights of Way:

Mortgages:

Lease:

EXHIBIT B
Payment

(a) *Payments During the Evaluation Phase.* During the Evaluation Phase, Grantee agrees to pay Grantor as follows:

(1) *Base Fee.* During the Evaluation Phase only, Grantee will make a series of payments to Grantor as follows:

(i) Grantee shall pay Grantor the sum of Ten (\$10.00) Dollars upon execution of this Easement;

(ii) Grantee's obligation to make any further payments to Grantor in addition to the payment described in subsection (a)(1)(i) above shall be conditioned upon Grantee's satisfactory completion of its due diligence review of the state of title to the Easement Area and the resolution of any concerns of Grantee in connection with any matters disclosed by such due diligence review, which may include securing the written consent of any mortgagee having an interest in the Easement Area to Grantor's execution of this Easement (the "Due Diligence Review"). Upon completion of the Due Diligence Review, Grantee shall pay Grantor Ten Dollars (\$10.00) per acre within the Easement Area for the initial three year period commencing with the Effective Date and ending upon the third anniversary of the Effective Date ("Initial Payment Period"). Such payment shall be due and payable no later than sixty (60) days from the date after Grantee satisfactorily completes its Due Diligence Review;

(iii) Following the expiration of the Initial Payment Period, Grantee may extend the Evaluation Phase for additional periods of one (1) year each by making an annual payment to Grantor at the rate of Five (\$5.00) Dollars per acre within the Easement Area no later than sixty (60) days from the last day of the anniversary of the last day of the Initial Payment Period, as the case may be.


(2) *Termination of Evaluation Phase and Commencement of Development Phase.* If at any time during the Evaluation Phase, Grantee notifies Grantor in writing of its election to terminate the Evaluation Phase and commence the Development Phase on all or any portion of the Easement Area, no further payments shall be made under the Evaluation Phase with respect to that portion of the Easement Area identified by Grantee as part of the Development Phase.

(3) *Restricted Areas and Crop Damage.* As applicable per Section 8 of Easement.

(b) *Payments During the Development Phase.* During the Development Phase, Grantee agrees to pay Grantor as follows:

(1) From and after Grantee's written notice to Grantor of the Termination of the Evaluation phase and the commencement of the Development Phase, and the expiration of the Initial Payment Period, up to but not including the date the Wind Units on the Easement Area commence producing energy, Grantee shall make an annual payment to Grantor of Five (\$5.00) Dollars per acre within the Easement Area no later than sixty (60) days from the last day of the Initial Payment Period or extended Evaluation Period, whichever is later.

(2) *Wind Unit Payment.* A one time payment of \$10,000 per Wind Unit, payable within thirty (30) days of completion of construction within the Development Phase which shall be defined as the date that the Wind Units commence producing energy, provided that if a Wind Unit is located partially within the Easement Area and partially on the property of a third party, Grantor will be paid a pro-rata share of the \$10,000 based on the percentage of the Wind Unit's foundation located within the Easement Area; and

 *Energy Generation Payment.* An annual payment of 4% of a pro-rata share of the Wind Unit Pool from the Energy Value of the Project over the prior year. The Energy Value shall be the current Midwest Independent System Operator (MISO) Hourly Market Price at the Michigan Trading Hub for power produced by the Wind Unit Pool, or if MISO ceases to be the prevailing market indicator, such reasonable substitute therefor as Grantee shall reasonably identify as the prevailing market indicator. The Wind Unit Pool will be calculated based on the total energy (MWh) output from all Wind Units in the same development phase of the Project multiplied by the current MISO market price. The Wind Unit Pool revenue will be allocated based on the pro-rata percentage of acreage within the Project's Development Phase. (Example: A grantor with 100 acres is in a Wind Unit Pool of 6,000 acres that produced 262,800 MWh and the applicable MISO price averages to \$60 in the sample year. The total Wind Unit Pool revenue is 4% x 262,800MWh x \$60/MWh = \$630,720. The grantor gets 100 acres/6,000 acres x \$630,720 = \$10,512). Payment shall be made annually within sixty (60) days of the December 31st of each year during the Development Phase.

(4) *No Free Electricity.* Grantor shall not be entitled to receive free electricity in consideration of the rights granted to Grantee under this Easement.

(5) *Restricted Areas and Crop Damage.* As applicable per Section 8 of Easement.