



TETRA TECH EC, INC.

Memo

To: North Dakota Public Service Commission
From: Ashtabula Wind, LLC/Tetra Tech
Date: May 20, 2008
Re: Farmsteads within 500 feet of transmission line at Ashtabula Wind Energy Center, Barnes County, North Dakota (PSC Case #s PU-08-73 and PU-08-32)

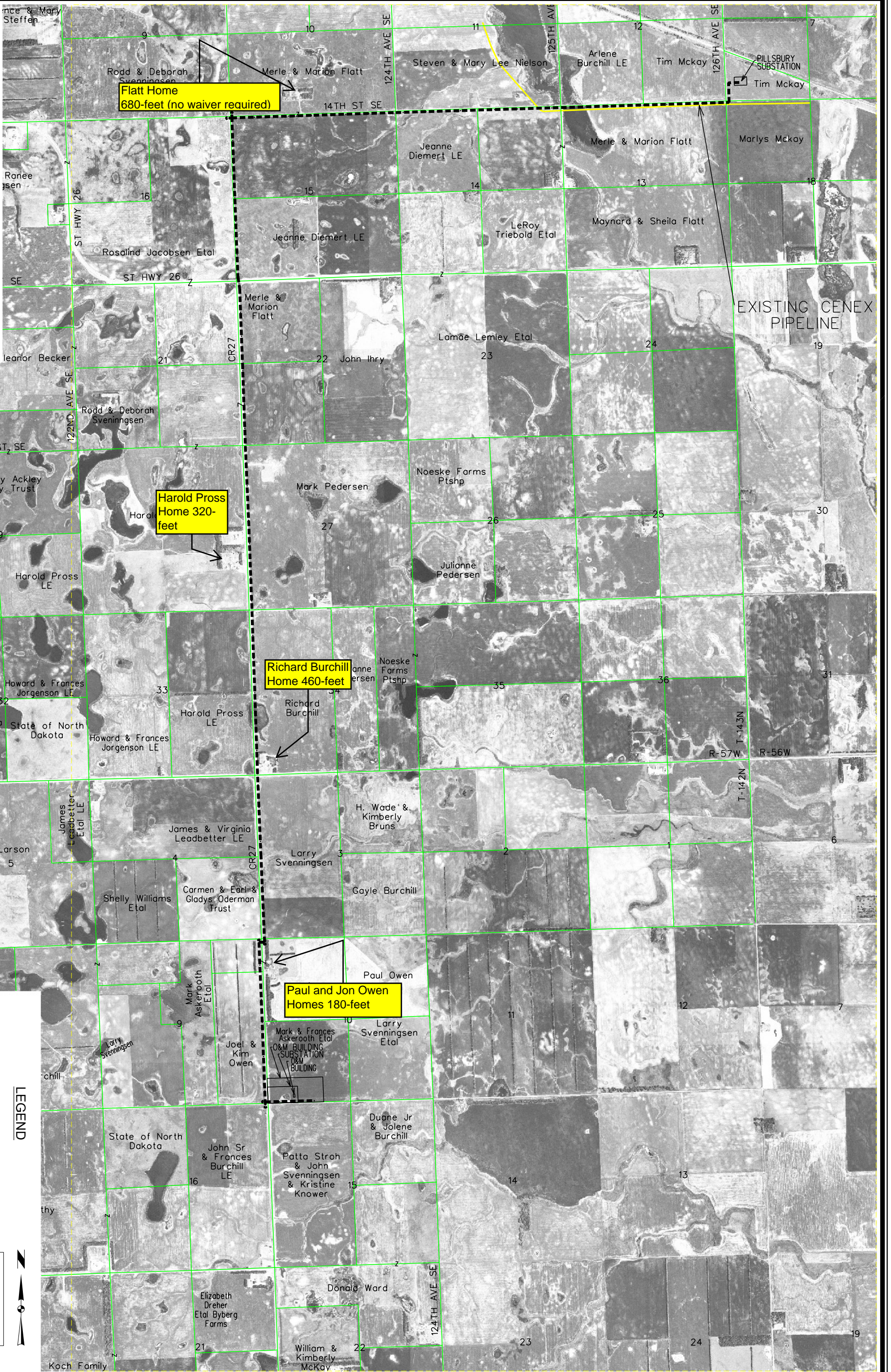
During the May 2, 2008 North Dakota Public Service Commission hearing, the Commissioners asked Ashtabula Wind to provide a figure identifying the homes within 500 feet of the transmission line and waivers from those landowners as a late filed exhibit. Please see attachment for this information.

Please note: Attached are excerpts from the 3 transmission easements for the 4 homes. Jon and Paul Owen have homes which are covered by the one house waiver.



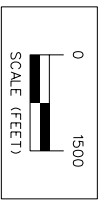
NOTE: INFORMATION SHOWN, INCLUDING PROPERTY BOUNDARY LINES, IS A GRAPHIC REPRESENTATION OF EXISTING AND PROPOSED FEATURES AND IS NOT BASED ON LAND SURVEYS. ACTUAL PROPERTY BOUNDARY LINES AND EASEMENTS TO BE DETERMINED PRIOR TO CONSTRUCTION. ALL TURBINE, ACCESS ROAD, COLLECTION AND TRANSMISSION LINE LOCATIONS ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN.

PRELIMINARY

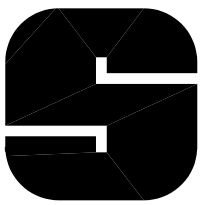


LEGEND

- PROPERTY BOUNDARY
- TRANSMISSION LINE WITH POLES
- GUY ANCHORS
- EXISTING ROAD RIGHT-OF-WAY



ISSUE DATE: 04-25-2008



FPL ENERGY - ASHTABULA WIND ENERGY TRANSMISSION LINE

OVERALL SITE PLAN

BARNES COUNTY, NORTH DAKOTA

SNYDER & ASSOCIATES

1751 MADISON AVENUE COUNCIL BLUFFS, IOWA 51503 712-322-3202

ATLANTIC, IA 712-243-6505 CEDAR RAPIDS, IA 319-362-9394

ANKENY, IA 515-964-2020

MARYVILLE, MO 660-682-8888 ST. JOSEPH, MO 816-364-3222

3	CORRECTED LO IN SEC 18-143-56 & T-LINE OUT OF N SUB	4/25/08	DW
2	ADDED CENEX PIPELINE @ N END T-LINE	4/24/08	DW
1	EXTENDED T-LINE INTO SEC 18-143-56	4/18/08	DW
MARK	REVISION	DATE	BY
Engineer:	JWK	Checked By:	MGG
Scale:	1"= 1500'		
Technician:	DW	Date:	02-13-08
Field Bk:	Pg:		
Project No:	1070775		
File No:			

AFTER RECORDING RETURN TO

Carlos Megias, Esq.
FPL Energy, LLC
700 Universe Blvd.
Juno Beach, FL 33408

(This space reserved for recording information)

TRANSMISSION EASEMENT

THIS TRANSMISSION EASEMENT ("**Grant**"), is executed effective this ___ day of _____, 2008, by and between **JON OWEN AND BARBARA OWEN**, husband and wife, subject to the **life estate of PAUL A. OWEN AND SHIRLEY C. OWEN**, husband and wife ("**Grantor**") and **ASHTABULA WIND, LLC**, a Delaware limited liability company (the "**Grantee**").

PREMISES

- A. Grantor is the owner of a certain tract of real property located in Barnes County, North Dakota and more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and
- B. Grantor desires to grant and convey to Grantee an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:


1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, an exclusive easement (the "**Transmission Easement**") one hundred thirty-five (135) feet in width in, along and under that portion of the Property more particularly described on **Exhibit B** ("**Easement Area**") attached hereto for the purposes of erecting, constructing, replacing, relocating, improving, enlarging, removing, maintaining and utilizing, from time to time, a line or lines of towers and/or poles, with such wires and/or cables, for the transmission of electrical energy, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Transmission Facilities**") under, on, along and in the Easement Area; together with (i) the right of ingress to and egress from the Transmission Facilities over and along the Property; and (ii) a temporary 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 Transmission Facilities.

any Mortgagee, Grantor shall execute any additional instruments reasonably required to evidence such Mortgagee's rights under this Grant.

9. **Setback Waiver.** GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES ARE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.



PAUL A. OWEN



JON OWEN



SHIRLEY C. OWEN



BARBARA OWEN

10. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Transmission Easement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees.

11. **Binding Effect; Governing Law.** This Grant 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. The provisions hereof shall be governed by and construed in accordance with the laws of the State of North Dakota.

12. **Termination.** Upon full or partial termination of the Transmission Easement, Grantee shall remove all physical material pertaining to the Transmission Facilities and restore the area formerly occupied by the Transmission Easement to substantially the same physical condition that existed immediately before the installation of the Transmission Facilities. In the event of termination, Grantee has no right to recover any amounts previously paid to Grantor as consideration for this Grant.

13. **Severability.** If any term or provision of this Transmission Easement, or the application thereof to any person or circumstances shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Transmission Easement 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.

EXECUTED effective the day and year first hereinabove written.

Grantor:

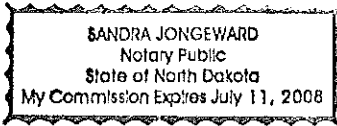
Jon Owen
JON OWEN

Barbara Owen
BARBARA OWEN

STATE OF NORTH DAKOTA)
)
COUNTY OF BARNES)

SS:

This instrument was acknowledged before me this 25 day of April, 2008,
by JON OWEN and BARBARA OWEN, husband and wife.



Sandra Jongeward

Notary Public, Commission No. _____

My Commission Expires:

7-11-08
(SEAL)

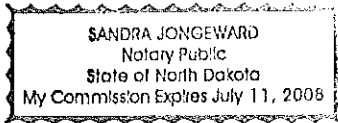
Paul A. Owen
PAUL A. OWEN

Shirley C. Owen
SHIRLEY C. OWEN

STATE OF NORTH DAKOTA)
)
COUNTY OF BARNES)

SS:

This instrument was acknowledged before me this 25 day of April, 2008,
by PAUL A. OWEN AND SHIRLEY C. OWEN



Sandra Jongeward

Notary Public, Commission No. _____

My Commission Expires:

7-11-08
(SEAL)

AFTER RECORDING RETURN TO

Carlos Megias, Esq.
FPL Energy, LLC
700 Universe Blvd.
Juno Beach, FL 33408

(This space reserved for recording information)

TRANSMISSION EASEMENT

THIS TRANSMISSION EASEMENT ("**Grant**"), is executed effective this ___ day of _____, 2008, by and between **HAROLD PROSS**, a single man, ("**Grantor**") and **ASHTABULA WIND, LLC**, a Delaware limited liability company (the "**Grantee**").

PREMISES

A. Grantor is the owner of a certain tract of real property located in Barnes County, North Dakota and more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

B. Grantor desires to grant and convey to Grantee an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, an exclusive easement (the "**Transmission Easement**") one hundred thirty-five (135) feet in width in, along and under that portion of the Property more particularly described on **Exhibit B** ("**Easement Area**") attached hereto for the purposes of erecting, constructing, replacing, relocating, improving, enlarging, removing, maintaining and utilizing, from time to time, a line or lines of towers and/or poles, with such wires and/or cables, for the transmission of electrical energy, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Transmission Facilities**") under, on, along and in the Easement Area; together with (i) the right of ingress to and egress from the Transmission Facilities over and along the Property; and (ii) a temporary 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 Transmission Facilities.

2. **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

(4) The provisions of this Section shall survive the termination, rejection or disaffirmation of this Grant and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Grantor, Grantee and each Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Grant to the date of execution and delivery of such new easements, such Mortgagee may use and enjoy the Easement Area without hindrance by Grantor or any person claiming by, through or under Grantor; provided that all of the conditions for the new easements as set forth above are complied with.

(d) Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Grant to the contrary, the parties agree that so long as there exists an unpaid Mortgagee, this Grant shall not be modified or amended, and Grantor shall not accept a surrender, cancellation or release of all or any part of the Facilities Assets from Grantee, prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Grant.

(e) No Merger. There shall be no merger of this Grant or of the Transmission Easement with the fee estate in the Easement Area by reason of the fact that this Grant or any interest in the Transmission Easement may be held, directly or indirectly, by or for the account of any person or persons who shall own any interest in the fee estate. No merger shall occur unless and until all persons at the time having an interest in the fee estate in the Easement Area and all persons (including each Mortgagee) having an interest in this Grant or in the estate of Grantor and Grantee shall sign and record a written instrument effecting such merger.

(f) Liens. On the commencement of the Term, the Easement Area shall be free and clear of all monetary liens other than those expressly approved by Grantee. Thereafter, any assignment of this Grant, mortgage, deed of trust or other monetary lien placed on the Easement Area by Grantor, or permitted by Grantor to be placed or to remain on the Easement Area, shall be subject to this Grant, to any Assignment or Mortgage then in existence on the Facilities Assets as permitted by this Grant, to Grantee's right to encumber the Facilities Assets, and to any and all documents executed or to be executed by Grantor in connection with Grantee's development of all or any part of the Easement Area. Grantor agrees to cause any monetary liens placed on the Easement Area by Grantor in the future to incorporate the conditions of this Section.

(g) Further Amendments. At Grantee's request, Grantor shall amend this Grant to include any provision which may reasonably be requested by a proposed Mortgagee; provided, however, that such amendment shall not impair any of Grantor's rights under this Grant or increase the burdens or obligations of Grantor under this Grant. Upon the request of any Mortgagee, Grantor shall execute any additional instruments reasonably required to evidence such Mortgagee's rights under this Grant.

9. Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL

AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES ARE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.


HAROLD PROSS

10. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Transmission Easement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees.

11. **Binding Effect; Governing Law.** This Grant 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. The provisions hereof shall be governed by and construed in accordance with the laws of the State of North Dakota.

12. **Termination.** Upon full or partial termination of the Transmission Easement, Grantee shall remove all physical material pertaining to the Transmission Facilities and restore the area formerly occupied by the Transmission Easement to substantially the same physical condition that existed immediately before the installation of the Transmission Facilities. In the event of termination, Grantee has no right to recover any amounts previously paid to Grantor as consideration for this Grant.

13. **Severability.** If any term or provision of this Transmission Easement, or the application thereof to any person or circumstances shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Transmission Easement 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.

14. **Counterparts.** This contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED effective the day and year first hereinabove written.

Grantor:

Harold Pross
HAROLD PROSS

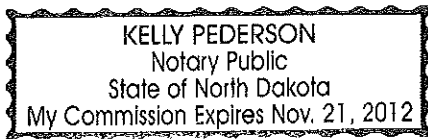
STATE OF NORTH DAKOTA)
)
COUNTY OF BARNES) SS:

This instrument was acknowledged before me this 23rd day of April, 2008,
by HAROLD PROSS, a single man.

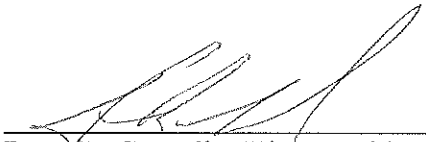
Kelly Pederson

Notary Public, Commission No. _____

My Commission Expires:
Nov. 21, 2012
(SEAL)



Grantee:
ASHTABULA WIND, LLC
A Delaware limited liability company

By: 
Dean R. Gosselin, Vice-President

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

This instrument was acknowledged before me this 2 day of May, 2008, by Dean R. Gosselin as Vice President of ASHTABULA WIND, LLC, a Delaware limited liability company.



Notary Public, Commission No. _____

My Commission Expires:

(SEAL)



AFTER RECORDING RETURN TO

Carlos Megias, Esq.
FPL Energy, LLC
700 Universe Blvd.
Juno Beach, FL 33408

(This space reserved for recording information)

TRANSMISSION EASEMENT

THIS TRANSMISSION EASEMENT ("Grant"), is executed effective this 2nd day of MAY, 2008, by and between **RICHARD BURCHILL**, as his sole and separate property, joined proforma by his wife, **JEANETTE BURCHILL**, ("Grantor") and **ASHTABULA WIND, LLC**, a Delaware limited liability company (the "Grantee").

PREMISES

- A. Grantor is the owner of a certain tract of real property located in Barnes County, North Dakota and more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and
- B. Grantor desires to grant and convey to Grantee an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, an exclusive easement (the "**Transmission Easement**") One Hundred Thirty-Five (135) feet in width in, along and under that portion of the Property more particularly described on **Exhibit B** ("**Easement Area**") attached hereto for the purposes of erecting, constructing, replacing, relocating, improving, enlarging, removing, maintaining and utilizing, from time to time, a line or lines of towers and/or poles, with such wires and/or cables, for the transmission of electrical energy, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith (collectively, the "**Transmission Facilities**") under, on, along and in the Easement Area; together with (i) the right of ingress to and egress from the Transmission Facilities over and along the Property; and (ii) a temporary 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 Transmission Facilities.

mortgage, security interest or otherwise, Grantee's interest, or any portion thereof, in this Grant or the Transmission Facilities (each, a "Mortgage") to any mortgagee or secured party of or under any Mortgage (each, a "Mortgagee"). Any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations in this Grant and Grantor shall accept such exercise and performance by Mortgagee. 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.

9. **Setback Waiver.** Grantor hereby waives any and all benefits of North Dakota Century Code Section 49-22-05.1 and North Dakota Administrative Code Section 69-06-08-02, and all amendments thereto or replacements thereof, which provide that energy conversion facilities and transmission facilities located within 500 feet of a residence or place of business must be designated as an avoidance area; and agrees that such facilities may be constructed at the location as depicted on a map provided to Grantor, which facilities are less than 500 feet from Grantor's residence or place of business.

10. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to the Transmission Easement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees.

11. **Binding Effect; Governing Law.** This Grant 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. The provisions hereof shall be governed by and construed in accordance with the laws of the State of North Dakota.

12. **Termination.** Upon full or partial termination of the Transmission Easement, Grantee shall remove all physical material pertaining to the Transmission Facilities and restore the area formerly occupied by the Transmission Easement to substantially the same physical condition that existed immediately before the installation of the Transmission Facilities. In the event of termination, Grantee has no right to recover any amounts previously paid to Grantor as consideration for this Grant.

13. **Severability.** If any term or provision of this Transmission Easement, or the application thereof to any person or circumstances shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Transmission Easement 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.

14. **Counterparts.** This contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED effective the day and year first hereinabove written.

Grantor:

Richard Burchill
Richard Burchill

Jeanette H. Burchill
Jeanette Burchill

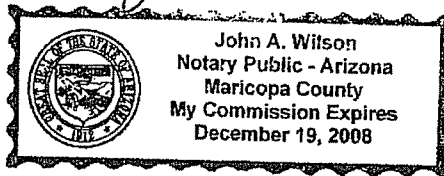
STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

SS:

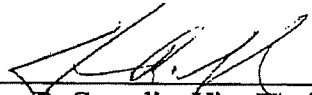
This instrument was acknowledged before me this 24 day of April, 2008, by Richard Burchill and Jeanette Burchill.

John A. Wilson
Notary Public, Commission No. _____

My Commission Expires:
12-19-08
(SEAL)

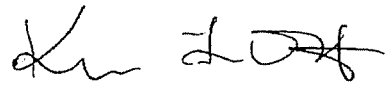


Grantee:
ASHTABULA WIND, LLC
A Delaware limited liability company

By: 
Dean R. Gosselin, Vice President

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

This instrument was acknowledged before me this 2 day of May, 2008, by Dean R. Gosselin as Vice President of ASHTABULA WIND, LLC, a Delaware limited liability company.


Notary Public, Commission No. _____

My Commission Expires:

(SEAL)

