

GRANT OF EASEMENTS
Recorder's Cover Sheet

Preparer Information: Invenergy Wind Development LLC
Attn: General Counsel
One South Wacker Drive
Chicago, IL 60606 312-224-1400

Taxpayer Information: William R. and Margaret A. Kunz
(Name & Address of Owner) 7N630 Whirlaway Drive
St. Charles, IL 60175

James E. and Dorothy Vanderhyden
20144 Manhattan Road
Elmwood, IL 60421

Rosemary Kunz
145 South Elm
Webster Grove, MO 63119

Return Document To: Freeborn Wind Energy LLC
c/o Invenergy LLC
Attn: Land Administration
One South Wacker Drive
Chicago, IL 60606 312-224-1400

Grantors: William R. Kunz and Margaret A. Kunz and James E. Vanderhyden and Dorothy Vanderhyden and Rosemary Kunz

Grantees: Freeborn Wind Energy LLC

Legal Description: See Exhibit A

Document or instrument number of previously recorded documents: N/A

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS (this "Agreement") is made, dated and effective as of April 17, 2017 (the "Effective Date"), between **William R. Kunz and Margaret A. Kunz**, husband and wife, and **James E. Vanderhyden and Dorothy Vanderhyden**, husband and wife, and **Rosemary Kunz**, a married person (together with their successors, assigns and heirs, "Owner"), and Freeborn Wind Energy LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Grant of Easements.

1. Grant of Easement and Profits. For good and valuable consideration, the receipt of which is hereby acknowledged by Owner, Owner hereby grants, bargains, sells, conveys and warrants to Grantee an exclusive easement for wind energy purposes and for any and all activities related thereto upon, over, across, through and under the real property of Owner located in the County of Worth, State of Iowa and legally described on Exhibit A attached hereto and incorporated herein (the "Property"), together with the right to all rents, royalties, credits and profits derived from wind energy purposes upon, over and across the Property.

The "Easement Premises" are that portion of the Property shown on Exhibit B which shall consist horizontally three hundred and sixty degrees (360°) from any point on Owner's Property (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Easement Premises together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Easement Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises.

2. Wind Energy. Under this Grant of Easements, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto, including, without limitation:

(a) determining the feasibility of wind energy conversion and other power generation on the Property, including studies of wind speed, wind direction and other meteorological data, extracting soil samples, and erecting anemometers;

(b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, overhead and underground electrical transmission and distribution lines, communications lines, interconnections and switching stations, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment (collectively "Windpower Facilities") on the Property;

- (c) overhanging rotors of wind turbines installed on adjacent land;
- (d) capturing, using, and converting unobstructed wind resources over and across the Property;
- (e) wind turbine operations, including electromagnetic, audio, flicker, visual, view, light, noise, vibration, air turbulence, wake, electrical, radio interference, shadow and other effects attributable to wind turbines; and
- (f) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time.

3. **Term.** The term of the easements granted under this Grant of Easements shall commence on the Effective Date and continue seven (7) years thereafter, as such period may be extended by mutual written agreement of the Parties (the “**Development Term**”). If Grantee constructs any Windpower Facilities on the Property during the Development Term, the Development Term will end on the date when commercial operations of the Windpower Facilities commence (the “**Operations Date**”) and in such case, the easements granted under this Grant of Easements shall then automatically be extended an additional twenty-five (25) year term (the “**Operations Term**”) commencing on the Operations Date. Grantee shall also have the preferential right, upon written notice to Owner prior to the expiration of the Operations Term, to extend the term for an additional period of ten (10) years (the “**Extended Term**”).

4. **Agreement Regarding Easements.** Additional terms regarding certain payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, use restrictions and other matters are stated in that certain Agreement Regarding Easements dated concurrently herewith by and between Owner and Grantee (the “**Agreement Regarding Easements**”). The purpose of this Section 4 is to provide record notice that Owner and Grantee have entered into the Agreement Regarding Easements and that the Agreement Regarding Easements contains the above-described terms and conditions as well as other terms and conditions related to the use of the Property and the rights granted herein.

5. **Marital Confirmation.** William R. Kunz and Margaret A. Kunz, husband and wife, were lawfully married to one another at the time the Lease was executed and became effective. James E. Vanderhyden and Dorothy Vanderhyden, husband and wife, were lawfully married to one another at the time the Lease was executed and became effective. Rosemary Kunz and Tore L. Stole, wife and husband, were lawfully married to one another at the time the Lease was executed and became effective.

6. Easement Runs with the Land. The burdens of the easements granted in this Grant of Easements and all other rights granted to Grantee hereunder shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Owner and its successors, assigns, permittees, grantees, licensees, employees and agents. The easements granted in this Grant of Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and grantees.

7. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property to the extent subject to the easements granted in this Grant of Easements.

[signatures on following page]

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER:

William R. Kunz and Margaret A. Kunz,
husband and wife, James E. Vanderhyden and
Dorothy Vanderhyden, husband and wife, and
Rosemary Kunz, a married person person



William R. Kunz, a married person



Margaret A. Kunz, a married person

James E. Vanderhyden, a married person

Dorothy Vanderhyden, a married person

Rosemary Kunz, a married person

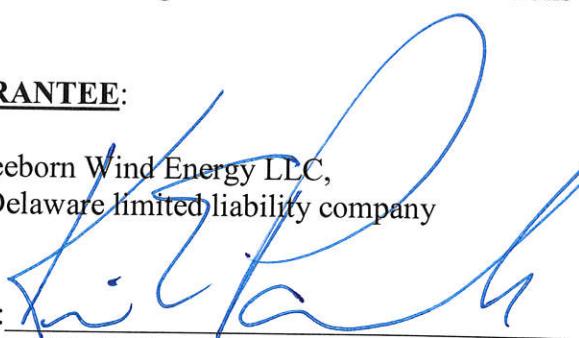
I, Tore L. Stole, am the spouse of Rosemary Kunz, the Owner of the Property, and acknowledge the terms of this Agreement and agree to abide by its terms and conditions.

By: _____

Tore L. Stole

GRANTEE:

Freeborn Wind Energy LLC,
a Delaware limited liability company

By: 

Name: Kevin Parzyck

Title: Vice President

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER:

William R. Kunz and Margaret A. Kunz,
husband and wife, James E. Vanderhyden and
Dorothy Vanderhyden, husband and wife, and
Rosemary Kunz, a married person person

William R. Kunz, a married person

Margaret A. Kunz, a married person

James E. Vanderhyden
James E. Vanderhyden, a married person

Dorothy Vanderhyden
Dorothy Vanderhyden, a married person

Rosemary Kunz, a married person

I, Tore L. Stole, am the spouse of Rosemary Kunz, the Owner of the Property, and acknowledge the terms of this Agreement and agree to abide by its terms and conditions.

By: _____
Tore L. Stole

GRANTEE:

Freeborn Wind Energy LLC,
a Delaware limited liability company

By: _____

Name: Kevin Parzyck
Title: Vice President

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER:

William R. Kunz and Margaret A. Kunz,
husband and wife, James E. Vanderhyden and
Dorothy Vanderhyden, husband and wife, and
Rosemary Kunz, a married person person

William R. Kunz, a married person

Margaret A. Kunz, a married person

James E. Vanderhyden, a married person

Dorothy Vanderhyden, a married person

Rosemary Kunz
Rosemary Kunz, a married person

I, Tore L. Stole, am the spouse of Rosemary Kunz, the Owner of the Property, and acknowledge the terms of this Agreement and agree to abide by its terms and conditions.

By: *Tore L. Stole*
Tore L. Stole

GRANTEE:

Freeborn Wind Energy LLC,
a Delaware limited liability company

By: _____
Name: Kevin Parzyck
Title: Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF DuPage) SS.

Personally came before me this 21st day of February, 2017, **William R. Kunz and Margaret A. Kunz**, husband and wife, who executed the foregoing instrument, and acknowledged the same.



(S E A L)

Marijeta Spasovska
Name: Marijeta Spasovska
Notary Public, State of Illinois
My Commission: 05/18/2019

STATE OF _____)
COUNTY OF _____) SS.

Personally came before me this _____ day of _____, 20____, **James E. Vanderhyden and Dorothy Vanderhyden**, husband and wife, who executed the foregoing instrument, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____,
William R. Kunz and Margaret A. Kunz, husband and wife, who executed the foregoing
instrument, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission: _____

STATE OF Illinois)
COUNTY OF Will) SS.

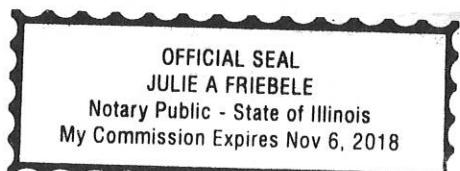
Personally came before me this 22nd day of February, 2017, **James E. Vanderhyden and Dorothy Vanderhyden**, husband and wife, who executed the foregoing instrument, and acknowledged the same.

(S E A L)

Name: _____

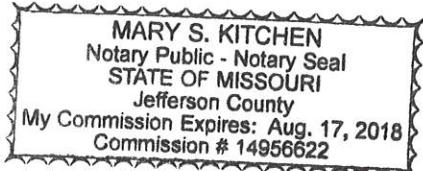
Notary Public, State of

My Commission:



STATE OF Missouri)
COUNTY OF Jefferson)

Personally came before me this 27th day of February, 2014,
Rosemary Kunz, an ~~unmarried~~^{not} person, who executed the foregoing instrument, and
acknowledged the same.



(S E A L)

Yours

Name: Mary S. Kitchen
Notary Public, State of MISSOURI
My Commission: # 149566622

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 17 day of April 2017, Kevin Parzyck, the Vice President of Freeborn Wind Energy LLC, who executed the foregoing instrument, and acknowledged the same, on behalf of Freeborn Wind Energy LLC, a Delaware limited liability company.

(S E A L)



Name: Samia K Atasi
Notary Public, State of Illinois
My Commission: 4/9/19

EXHIBIT A
The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
0323100005	Worth	100N/20W	23	40.00
0323200001	Worth	100N/20W	23	40.00
0323200002	Worth	100N/20W	23	40.00
0323200003	Worth	100N/20W	23	40.00
0323200004	Worth	100N/20W	23	40.00
			Total	200.00

Legal Description:

All of the following tract or parcels of land are located in Worth County, Iowa, more particularly described as follows:

Parcels 1-5:

THE NORTH EAST QUARTER (NE1/4) AND THE SOUTH EAST QUARTER (SE1/4) OF THE NORTH WEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ONE HUNDRED (100) NORTH, RANGE TWENTY (20), WEST OF THE 5TH P.M., WORTH COUNTY, IOWA.

PID: 0323100005; 0323200001; 0323200002; 0323200003; 0323200004

EXHIBIT B
Property Map

The attached map is for ease of reference only. At all times, the Legal Description in Exhibit A shall prevail.

PID: 0323100005



Legend:

--- Indicates Owner's property lines and is used for reference only. The legal description for purposes of this Agreement is described in Exhibit A.



Legend:

--- Indicates Owner's property lines and is used for reference only. The legal description for purposes of this Agreement is described in Exhibit A.

PID: 0323200002



Legend:

--- Indicates Owner's property lines and is used for reference only. The legal description for purposes of this Agreement is described in Exhibit A.

PID: 0323200003



Legend:

--- Indicates Owner's property lines and is used for reference only. The legal description for purposes of this Agreement is described in Exhibit A.



Legend:

--- Indicates Owner's property lines and is used for reference only. The legal description for purposes of this Agreement is described in Exhibit A.