

HENRY COUNTY, IL  
BARBARA M. LINK  
COUNTY CLERK-RECORDER

RECORDED ON 01/22/2010

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REC. FEE: 33.00  
RHSFS FEE: 10.00  
PAGES: 6

**GRANT OF EASEMENTS**  
(the "Grant of Easements")

**PREPARED BY:**

Invenergy Wind LLC  
Attn: Joseph Condo  
One South Wacker Drive  
Suite 1900  
Chicago, IL 60606 312-582-1400

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Invenergy Wind Development LLC  
c/o Invenergy LLC  
Attn: Land Administration  
One South Wacker Drive  
Suite 1900  
Chicago, IL 60606 312-582-1400

See Exhibit A

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Parcel Number

1825200002

1825400002

1828400001

2423100003

2423200006

**THIS GRANT OF EASEMENTS** is made, dated and effective as of October 22, 2009 (the "Effective Date"), between **Marvin L. Vander Ark Trust U/A/D June 16, 1982** (together with their successors, assigns and heirs, "Owner"), and **Invenergy Wind Development LLC** (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 and under the real property of Owner located in the County of Henry, State of Illinois 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, across and under the Property.

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

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

- (b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground electrical and communication lines, aboveground electrical and communications lines between Grantee's substations and an energy distribution facility (such overhead lines specifically not being permitted between the locations of wind turbine electricity generation and Grantee's substation), 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) 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;

- (d) allowing the rotors of wind turbines installed on adjacent land to overhang the Property;

- (e) capturing, using and converting the unobstructed wind resources over and across the Property; and

- (f) permitting electromagnetic, audio, flicker, visual, view, light, noise, vibration, air turbulence, wake, electrical, radio interference, shadow or other effects attributable to the Windpower Facilities or any other operational or development activities.

3. The easement granted under this Grant of Easements shall commence on the Effective Date and continue until the twenty fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by all of the wind turbines to be included in the Project (as defined in the Agreement Regarding Easements, which in turn is defined in Paragraph 4 below) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for an additional period of ten (10)

years at Grantee's option in accordance with the terms specified in the Agreement Regarding Easements.


4. 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, third party 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 Agreement Regarding Easements is hereby incorporated into this Grant of Easements by reference.
5. This Grant of Easements shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.
6. Except as otherwise set forth in the Agreement Regarding Easements, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.
7. This Grant of Easements may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Grantee have executed this Grant of Easements as of the date first above written.

"Owner"

**Marvin L. Vander Ark Trust**

By: 

Name: Marvin L. Vander Ark

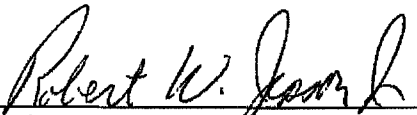
Title: Trustee

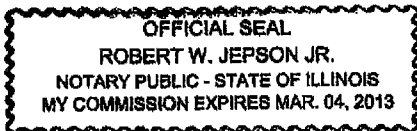
ACKNOWLEDGMENT

STATE OF ~~MICHIGAN~~ *Illinois* )  
 ) SS.  
COUNTY OF ~~KENT~~ *Henry* )

Before me, the undersigned authority, personally came this 22nd day of October, 2009, **Marvin L. Vander Ark, as Trustee of the Marvin L. Vander Ark Trust**, who executed the foregoing instrument, and acknowledged the same.

(S E A L)

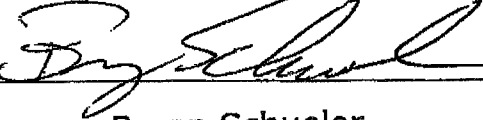
Name:   
Notary Public, State of Michigan  
My Commission Expires: 3-4-2013



IN WITNESS WHEREOF, Owner and Grantee have executed this Grant of Easements as of the date first above written.

“Grantee”

**Invenergy Wind Development LLC**

By: 

Name: Bryan Schueler  
Vice President

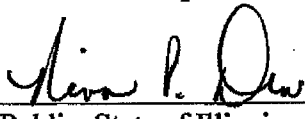
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Personally came before me this 8 day of December, 2009, Bryan Schueler, the Vice President of Invenergy Wind Development LLC, a limited liability company, who executed the foregoing instrument, and acknowledged the same, on behalf of **Invenergy Wind Development LLC**.

(S E A L)

Name:   
Notary Public, State of Illinois  
My Commission Expires: 11-5-2012

