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Transaction Day/Date/Time: Thursday 02/27/20 04:31:59 PM EST

How is revenue generated from the project? Please generally describe fee method(s) used.: **Negotiated compensation based on fair market rates being paid to the surrounding landowners in the project area.**

If revenue is based on land value, please explain how the land value was determined and describe the math used for the fee calculation(s).: **Revenue is not based on land value. Please know that a County Rents and Prices survey is completed for our department each year that is made available to the public which would help to guide revenue decisions should revenues be based on land value.**

When in the process are bonding and decommissioning plans required and how is the bonding amount determined?: **A reclamation bond is required at around the 15th year of operation for wind agreements having a bond amount sufficient to cover the estimated reclamation costs of an access roads and Turbine foundations. The Reclamation Bond may be satisfied by a Decommissioning Bond if so ordered by the North Dakota Public Service Commission (see paragraph 16.8 in the boiler plate document agreement).**

Please describe the type of environmental review required for the project and when it is/was completed in the process.: **We meet with the company in the field to review the process. The company also completes their own environmental review to submit to local (County and Township officials), State (Public Service Commission and North Dakota Game and Fish Dept.) and Federal (USFWS) after clearing all local, state and federal environmental requirements the project a department environmental evaluation is completed for commissioner review and approval and then the project can be presented to the North Dakota Board of University and School Lands for final approval.**

Please explain if there are any Land Board or other authorizing entity approval requirements, and when those approvals occur in the process. : **The Land would be notified of the application, then after clearing required local, state and federal requirements the application and agreement would be brought back to the board for final approval.**

If you require competitive bidding or other solicitation for wind/solar projects, please briefly describe the process.: **We do not require competitive bidding on Wind Energy Easement Agreements.**

The space above this line is reserved for recording purposes.

WIND ENERGY EASEMENT AGREEMENT

Statutory Disclosure

Special message to property owners

This is an important Agreement our lawyers have drafted that will bind you and your land for up to ___ years **(Example: Forty five (45))**. We will give you enough time to study and thoroughly understand it. We strongly encourage you to hire a lawyer to explain this Agreement to you. You may talk with your neighbors about the wind project and find out if they also received a proposed contract. You and your neighbors may choose to hire the same attorney to review the Agreement and negotiate changes on your behalf.

Execution of Document

North Dakota law requires that this document may not be executed by the parties until at least 10 business days after it has been delivered to the property owner. The property owner acknowledges that the document was delivered, and if applicable executed, on the dates set forth below.

	Date / Days	Grantor Initials
Date document delivered to Grantor	_____, (year)	
Date document executed by Grantor	_____, (year)	
Number of business days between delivery and execution (excluding holidays and weekends)	_____ days	

WIND ENERGY EASEMENT AGREEMENT

The parties to this Easement Agreement dated effective **(date)**, **(year)** (the "Effective Date"), are the State of North Dakota, acting **by and** through the Board of University and School Lands **and its agent, the Commissioner of University and School Lands** (GRANTOR), 1707 North 9th Street, Bismarck, ND 58506, and **(Company Name and Address)**, and its assignees and successors in interest (GRANTEE).

1. PURPOSE OF EASEMENT

This Agreement is a grant by GRANTOR to GRANTEE of an easement on GRANTOR's Property for the construction, maintenance, and operation of a wind farm. It establishes the parties' rights and duties with regard to the construction, operation, repair, maintenance, replacement, re-powering, and removal of all Wind Farm Improvements located on GRANTOR's Property.

1.1 Grant of Easement Rights. GRANTOR grants to GRANTEE the following Easement. Each of the rights granted is irrevocable except for cause and is for the exclusive use and benefit of GRANTEE and its successors and assigns unless otherwise specified in this Agreement. The Easement is granted subject to GRANTOR's retained right to use the Easement Properties for uses that do not interfere with the Wind Farm Improvements, GRANTEE's operations, or the enjoyment of GRANTEE's rights under this Agreement.

1.2 Turbine Site. GRANTOR grants GRANTEE the right to construct, operate, replace, repower, remove, and maintain one or more Turbines and Collection Facilities together with associated roads and parking areas on the Turbine Site(s) identified and located as shown on the Construction Plan attached as Exhibit **(Ltr)**.

1.3 Access. GRANTOR grants GRANTEE the right of access on those portions of GRANTOR's Property identified and located as shown on Exhibit **(Ltr)** for vehicular and pedestrian ingress to and egress from the Wind Farm Improvements located on GRANTOR's Property.

1.4 Collection Right. GRANTOR grants GRANTEE the right to construct, operate, maintain, replace, or remove Collection Facilities as shown on Exhibit **(Ltr)**. Collection Facilities may be above ground or buried; and if buried, they must be buried at least forty-two (42) inches beneath the surface of the GRANTOR's Property.

1.5 Construction Rights. GRANTOR grants GRANTEE the right to construct one or more Turbines on the Turbine Site Property. GRANTOR further grants GRANTEE the right to maintain, repair, replace, repower, and remove all or any part or element of the Wind Farm Improvements located on GRANTOR's Property. The Construction Property is identified and located as shown on Exhibit **(Ltr)**. GRANTEE may exercise its right to use all or any part of the Construction Property as and when GRANTEE deems it necessary or advisable to do so to perform the activities for which this Construction Right is granted.

When installing, maintaining or removing the wind Turbine(s) located on GRANTOR's Property, the Construction Rights also permit workers to do the following: (a) (for the purpose of securing tag lines) travel on foot or in a pickup truck, SUV, small forklift, or other similar vehicles onto GRANTOR's property; and (b) drive an erection crane on GRANTOR's Property.

1.6 Wind Non-Obstruction Right. Notwithstanding section 1.11, GRANTOR grants GRANTEE the exclusive right to use, maintain, and capture the free and unobstructed flow of wind currents over GRANTOR's Property. GRANTOR shall not engage in any activity on GRANTOR's Property that constitutes Interference. GRANTOR may erect structures on GRANTOR's Property in compliance with all applicable laws except as specifically limited in this Agreement. GRANTOR must consult with and obtain GRANTEE's prior written approval as to the location of all structures greater than forty (40) feet in height located one thousand (1000) feet or less from any Turbine located on the GRANTOR's Property. Approval must be based on whether, in GRANTEE's sole judgment, informed by appropriate professional engineering and meteorological opinions, the proposed structure is likely to cause Interference.

The Wind Non-Obstruction Right shall not be interpreted to prevent GRANTOR from leasing and developing oil

and gas and other minerals on GRANTOR's Property, however no drilling rigs or related structures shall be located within three hundred (300) feet of any Turbine located on GRANTOR's property except with GRANTEE's prior written consent or otherwise cause Interference with GRANTEE's Wind Farm Improvements located on GRANTOR's property. GRANTOR shall notify GRANTEE as soon as GRANTOR knows of oil and gas exploration or production plans. GRANTEE shall cooperate with GRANTOR in the exercise of GRANTOR's oil and gas rights.

The Wind Non-Obstruction Right expressly includes the right of GRANTEE to enter on any part of GRANTOR's Property to enforce GRANTEE rights, including the physical removal by GRANTEE of trees or structures (except existing trees and structures as of (date)) causing interference to the Wind Farm. GRANTEE shall obtain approval from GRANTOR before making any such removals.

1.7 Effects Right. GRANTOR grants GRANTEE a non-exclusive easement for visual, view, light, flicker, sound, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the wind farm or activity located on the GRANTOR's Property or on adjacent properties over and across the GRANTOR's Property. Such effects must be consistent with and not exceed any limitations set forth under North Dakota law, rules and regulations..

1.8 Mineral Reservation. GRANTEE is not acquiring any subsurface interest through this easement. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

1.9 Overhang Easement and Setback Waiver. GRANTOR hereby grants and conveys to GRANTEE an easement to permit the rotors of any Turbines located on adjacent tracts of land (whether or not owned by GRANTOR) to overhang GRANTOR's Property. GRANTOR agrees that it will not enforce and hereby waives any rights it may have to enforce any property setback requirements applicable to the GRANTEE's installation of any Wind Farm Improvements at any of the Wind Farm properties whether imposed by permit or by applicable law, except that no Turbine shall be installed within 1,400 feet of any residence on the GRANTOR's Property that is occupied as of the Effective Date.

1.10 GRANTOR's Right to Approve Construction Plan. Attached hereto as Exhibit B is a construction plan for all Turbines, roads, collection lines, communication lines, and any other facilities proposed to be located on GRANTOR's (the "Construction Plan"). GRANTOR hereby approves of the Construction Plan.

1.11 As-Built Survey. Within six (6) months of the commencement of the Operating Term as defined below, GRANTEE shall deliver to GRANTOR an as-built survey of the Wind Farm improvements on GRANTOR's Property, which shall be attached as Exhibit (Ltr); and after Exhibit (Ltr) is delivered to GRANTOR, any references in this Agreement that refer to Exhibit (Ltr) shall mean Exhibit (Ltr). After the delivery of the as-built survey, GRANTEE agrees to enter into an amendment to this Agreement with GRANTOR, which amendment will confine the locations of the easements described in Sections (choose sections that apply), to turbine site, access routes, collection lines, to the areas shown on the as-built survey. Either party shall be permitted to record such amendment.

1.12 Grantor Reserved Rights. GRANTOR reserves the right to continue ordinary farming and ranching operations on GRANTOR's property, but shall not obstruct or in any way interfere with GRANTEE's rights under this Agreement.

2. TERM OF CONTRACT

This Agreement shall be for an initial term of **(Example: five (5))** years commencing on the Effective Date. During the Initial Period, GRANTEE shall have the right to study the feasibility of wind energy conversion on the GRANTOR's Property and to exercise its other rights under this Agreement. If GRANTEE either (i) installs a Turbine on GRANTOR's Property which generates electricity in commercial quantities during the Initial Period, or (ii) pays GRANTOR the Annual Land Payment each year as described in Exhibit **(Ltr)** prior to the expiration of the Initial Period, then this Agreement shall automatically be extended for a term of ___ **(Example: twenty (20))** years. If neither such event occurs prior to the expiration of the Initial Period, this Agreement shall automatically terminate. In the event of any such extension of the term of this Agreement into the Operating Term, the Operating Term shall commence on the first to occur: (i) the date a Turbine within the Wind Farm generates commercial quantities of electricity or (ii) the date GRANTEE pays GRANTOR the first Annual Land Payment. GRANTEE, and any assignee or sub-GRANTEE (as provided in Section **(Example: 17)**), shall have the right to extend the term of this Agreement as provided in this section. GRANTEE, and any assignee or sub-GRANTEE, may, by notice to GRANTOR no later than one hundred eighty (180) days prior to the expiration of the Operating Term, elect to extend the term of this Agreement for up to ___ **(Example: two (2))** successive ___-year periods commencing upon the expiration of the Operating Term or prior Renewal Term, if applicable. All Renewal Terms shall be subject to the terms and conditions of section 6.2. With respect to each extension of the term of this Agreement, GRANTOR and GRANTEE shall execute in recordable form a written memorandum satisfactory in form and substance to GRANTEE and GRANTEE shall have the memorandum recorded. The Initial Period, together with the Operating Term and the Renewal Terms, if any, shall be referred to collectively as the "**Term**".

3. DEFINITIONS

Capitalized terms used in this Agreement have the meaning given them in the text of the Agreement or in this definitions section.

"Access Rights" means the right of ingress and egress to and from the Wind Farm Improvements by GRANTEE, its agents, successors and assigns.

"Access Property" means the property subject to the burden of Access Rights granted under this Agreement.

"Annual Installment Payments" means the amounts shown in Exhibit **(Ltr)**.

"Assignees" means one or more persons holding an assignment from the GRANTEE.

"Assignment" means sub-easements, co-easements, separate easements, leases, licenses, or similar rights.

"Bond" means a letter of credit, cash deposit with the Bank of North Dakota, surety bond, or any other form of security accepted by the GRANTOR as sufficient to satisfy the Reclamation Bond.

"Collection Facilities" means the underground and above ground electrical collection and telecommunications lines, splice boxes, and all other devices and equipment used to connect the Turbines to electrical collection lines connected to the power grid and operations and maintenance facilities.

"Construction Property" means the property subject to the burden of Construction Rights granted under this Agreement.

"Construction Rights" means the right to construct, maintain, repair, replace, repower and remove any part of the Wind Farm Improvements on GRANTOR's Property.

"Easement" collectively means access to the Turbine Site; Access Property, Collection Facilities, and Construction Property, and Wind Non-Obstruction Rights, and Effects.

"Easement Properties" means the portions of GRANTOR's Property described in Exhibit (Ltr) which is subject to the rights granted in Section 1 of this Agreement.

"Effects" collectively means visual, light, flicker, sound, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Wind Farm or activity.

"Exhibit (Ltr)" means the Construction Plan for the Wind Farm as at the time the Construction Plan is approved by GRANTOR showing the approximate planned location of all Wind Farm Improvements on GRANTOR's Property.

"Exhibit (Ltr)" means the final as-built metes and bounds description of the Wind Farm Improvements prepared by a surveyor registered in North Dakota as a replacement for Exhibit (Ltr) after construction of the Wind Farm Improvements. It shows the exact locations of all Wind Farm Improvements as constructed on GRANTOR's Property.

"GRANTOR's Property" means the real property described on attached Exhibit (Ltr) attached hereto and as depicted on the map attached at Exhibit (Ltr).

"Gross Operating Proceeds" means the aggregate total revenue actually received by GRANTEE, during the applicable calendar year, from the sale by GRANTEE (a) to the purchaser of the electricity, of electrical energy generated and sold from Turbines located on GRANTOR's property, (b) business interruption insurance policy or manufacturer's warranty and (c) of any credits, portions of credits, and credit certificates including but not limited to renewable energy credits, or similar items such as those for greenhouse gas reduction, or the generation of green power, renewable energy or alternate energy from Turbines located on GRANTOR's Property ("RECs"). However, the term "Gross Operating Proceeds" does not include: (w) parasitic or other loss (i.e., electrical energy used to power Wind Power Facilities or GRANTEE's operations, or lost in the course of transforming, shaping, transporting or delivering the electricity); (x) sales electrical energy for which payment is not received (including because of a default by the purchaser thereof); (y) reimbursement of compensation for wheeling costs or other electricity transmission or delivery costs; or (z) production tax credits or other similar tax credits or benefits (other than RECs sold to a third party as described in (c) above). Except as provided above in this Section, Gross Operating Proceeds shall be calculated without offset for any costs of producing, gathering, storing, transporting, marketing or otherwise making electricity ready for sale.

"Initial Period" means the first _____ (Example: five (5)) year term of this Agreement commencing on the Effective Date.

"Interference" means any activity on GRANTOR's Property that might interfere with wind speed or wind direction over any portion of any Turbine Site Property which causes a decrease in the output or efficiency of any Turbine or accuracy of any meteorological equipment or otherwise interfere with GRANTEE's exercise of any right under this Agreement.

"Mortgages" means the various security interests in all or part of the Wind Farm Assets which the GRANTEE may give.

"Mortgagees" means the holder of the any Mortgages, their designees and assignees.

"Operations Date" means the date a Turbine within the Wind Farm generates commercial quantities of electricity.

"Operating Term" means a term of _____ (Example: 20) years immediately following the Initial Period of the Agreement if the GRANTEE either installs a wind turbine on the property which generates electricity in commercial quantities during the Initial Period, or pays GRANTOR the Annual Land Payment as described in Exhibit D prior to the expiration of the Initial Period. The Operating Term shall commence on the Operations Date or the date GRANTEE pays GRANTOR the first Annual Land Payment, whichever is first to occur.

"Renewal Term" means one of _____ (Example: 2) successive _____ (Example: 10)-year terms which the GRANTEE and any assignee or sub-GRANTEE may elect to use to extend the period of the Agreement. The Renewal Term commences upon the expiration of either the Operating Term or the prior Renewal Term.

"Removal Obligations" means GRANTEE's duty to restore substantially the same physical condition that existed immediately before the construction of the Wind Farm Improvements as more fully set forth in Section 16.6 of the Agreement.

"Removal Penalty" means the interest in accordance with Section 6.3 charged by the GRANTOR for the cost of fulfilling the GRANTEE's Removal Obligations.

"Terms" means the Initial Period, together with the Operating Term and the Renewal Terms, if any.

"Total Acreage" means the total number of acres of GRANTOR'S Property, which the Parties agree shall be Number of acres spelled out (Number) acres.

"Turbine" means a wind turbine generator used to convert wind energy to electrical energy together with the foundation and tower on which it is mounted. It also includes the pad mounted transformer, batteries, and other devices for storage of electrical energy serving the wind turbine generator located on the Turbine Site.

"Turbine Site" means those portions of GRANTOR's Property on which a Turbine is located. Turbine Sites are identified and located as shown on Exhibit (Ltr), subject to final location determination in Exhibit (Ltr).

"Turbine Site Property" means the property subject to the burden of Turbine Site under this Agreement.

"Wind Farm" means the wind energy generation facilities commonly referred to by GRANTEE as the (Company Name) wind project and includes all Wind Farm Improvements located on GRANTOR's Property.

"Wind Farm Assets" means GRANTEE's interest in the Agreement, the Easements, the Easement Properties, or the Wind Farm Improvements.

"Wind Farm Improvements" means the Turbines, Collection Facilities, access roads, entrances, fences and gates, drainage systems, signs, information kiosk, operations and maintenance building, and all other structures, rights, and facilities used in the construction, operation, and maintenance of the Wind Farm.

"Wind Non-Obstruction Right" means the exclusive right to use, maintain, and capture the free and unobstructed flow of wind currents over GRANTOR's Property.

4. [Reserved]

5. [Reserved]

6. COMPENSATION

6.1 Initial Period and Operating Term. During the Initial Period and Operating Term, GRANTEE will pay GRANTOR according to the payment terms set forth in Exhibit (Ltr).

6.2 Renewal Terms. Payments for the Renewal Terms, if any, shall be at fair market value as of the date that GRANTEE delivers notice of its election to extend the Term. The notice of renewal shall not be delivered more than one (1) year prior to the commencement of the Renewal Term. The fair market value shall be determined by agreement of the parties. If the parties are unable to agree upon fair market value as of one hundred twenty (120) days prior to the commencement of the Renewal Term, then an appraiser shall be selected jointly by both parties, the cost of such appraisal shall be shared equally by the parties. The determination of such appraiser shall be final and binding upon the parties. If the parties cannot agree upon an appraiser, each party will choose an independent appraiser who shall each determine the value of the foregoing rights (each an "Independent Appraisal"), and the two appraisers chosen shall jointly select a third appraiser

who shall also determine the value of the foregoing rights (the "Joint Appraisal"). In such case, the fair market value of the foregoing rights shall be equal to the value determined by the Independent Appraisal that is closest to the value determined by the Joint Appraisal, and such value shall be final and binding upon the parties. Each party shall bear the expense of its own Independent Appraisal, and the cost of the Joint Appraisal shall be shared equally by the parties. Notwithstanding the foregoing discussion, payments for a Renewal Term shall not be less than the payments described in Exhibit (Ltr).

6.3 Interest Charged for Past-Due Compensation and Other Sums Owed. GRANTEE shall pay interest of one percent (1%) on any compensation, including unpaid partial payments, or other sums owing under the terms of this Agreement for each thirty (30) day period of delinquency, or fraction thereof, until paid. The thirty (30) day period of delinquency shall commence the date such compensation or other sum is due and payable. In the event GRANTOR pays any sum or incurs any expense which GRANTEE is obligated to satisfy or pay under this Agreement, or which is made on behalf of GRANTEE, GRANTOR shall be entitled to receive reimbursement thereof from GRANTEE upon demand, together with interest thereon from the date of expenditure at the rate stated above. Any Mortgagees or Assignees exercising their rights under any cure period in Sections 11.4 and 11.5 are not relieved of the liability for paying any interest.

6.4 Late Charge for Failure to Pay. In the event GRANTEE fails to make any payment of compensation or other sums owed under this Agreement due within thirty (30) days after the date due, in addition to the interest applicable under Section 6.3, GRANTOR may collect from GRANTEE a late charge equal to six percent (6%) of the amount of the delinquent payment.

6.5 No Right to Withhold. GRANTEE shall not be permitted to withhold payments to GRANTOR hereunder.

7. *[Reserved]*

8. COMPENSATION FOR DAMAGES

8.1 Crop and Grass Compensation. Each time GRANTEE exercises its Construction Rights it shall compensate GRANTOR for all crops and grass lost or destroyed, but in no case shall GRANTEE be required to pay more than a single, total crop and grass loss in any one growing season on any given property. Crop and grass damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the previous March 1st and September 1st Minneapolis Board of Trade prices for that crop. Yield will be the average of the previous three (3) years' yields according to GRANTOR's records for the smallest parcel of land that includes the damaged area. If GRANTOR does not have yield records available, the parties will use FSA records or other commonly used yield information available for the area. Prices for damaged or destroyed grass will be based on the latest data published by the USDA on a per acre basis.

8.2 Compaction Damages. Each time GRANTEE exercises its rights under this Agreement, it shall compensate GRANTOR for any areas on GRANTOR's Property that are seriously compacted. A seriously compacted area is an area in which the compaction of the soil (i.e. increased density of the soil due to compression by heavy machinery) will reduce the ability to grow crops or grass in such area for more than one (1) growing season. Damages for any seriously compacted areas shall be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged x 3 = Compaction Damages. In consideration of this payment no additional damages shall be paid in future years for the inability to grow crops or grass in the seriously compacted area due to the same episode of compaction.

8.3 Determination of Compensation. The parties shall try to agree on the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. Payment shall be made within thirty (30) days after determining the extent of damage

9. GRANTEE TAXES AND ASSESSMENTS

GRANTEE shall pay all personal property taxes and assessments levied against the Wind Farm Improvements or Wind Farm when due, including but not limited to any such taxes based on electricity production. The statement for any taxes GRANTEE owes shall be sent directly to GRANTEE by the assessing authority, to the extent possible.

10. TERMINATION

10.1 GRANTEE's Right to Terminate. GRANTEE shall have the right to terminate this Agreement as to all or any part of the GRANTOR'S Property, or as to any Turbine or other Wind Farm Improvement, at any time, effective upon thirty (30) days' written notice to GRANTOR and by satisfying all of GRANTEE's outstanding obligations under this Agreement as to the part terminated. Upon the completion of construction of GRANTEE's Wind Farm Improvements, GRANTEE shall execute a release of interest for any portion of GRANTOR's Property that is not used in the construction of Wind Farm Improvements or is not under the approved Easement Plan in Exhibit (Ltr).

10.2 GRANTOR's Right to Terminate. Except as qualified by Section 11 and notwithstanding any other provisions of this Agreement, GRANTOR shall have the right to terminate this Agreement and all Easement rights only as to those portions of GRANTOR's Properties where:

- (a) GRANTEE fails to perform or defaults in its performance of any of the provisions of this Agreement;
- (b) GRANTOR gives GRANTEE and all Mortgagee(s) and Assignee(s), of whom GRANTOR has been notified of, written notice of the default setting forth in reasonable detail the facts pertaining to the default and specifying the method of cure, if GRANTOR knows the method of cure; and
- (c) the default is not remedied within thirty (30) days after GRANTEE receives written notice of default; or if there are Mortgagees and/or Assignees, the default is not remedied within ninety (90) days, after all Mortgagees and/or Assignees receives written notice of default; provided, however, that if the nature or extent of the default is such that more than ninety (90) days are required to cure then GRANTEE shall have an additional (90) days to cure such default, if GRANTEE commences to cure within the ninety (90) day period after receiving notice of the default, and thereafter pursues the same to completion with commercially reasonable diligence. In no event shall GRANTEE have more than 180 days to cure such default, without prior written consent from GRANTOR.

Except as specifically allowed by this Section 10, this Agreement shall not be terminable by GRANTOR under any circumstances. GRANTOR's sole remedy for GRANTEE's breach of its duties under this Agreement (except its duty to timely pay Annual Installment Payments and failure to timely fulfill its Removal Obligations after termination under Section 16.6) shall be an action at law or in equity for money damages or specific performance.

10.3 Effect of Termination. Upon full or partial termination of this Agreement, whether as to all of the Easement Rights or only as to some or parts of the Easement Rights, GRANTEE shall: (a) upon written request by GRANTOR, execute and record a quitclaim deed to GRANTOR of all of GRANTEE's right, title, and interest in the Easement Properties, or in those parts of the Easement Properties as to which this Agreement has been terminated, and (b) as soon as reasonably practicable after termination, remove all Wind Farm Improvements from the GRANTOR'S Property and Easement Properties as to which this Agreement was terminated in compliance with its Removal Obligations.

11. FINANCING AND ASSIGNMENT

11.1 Right to Mortgage and Assign. GRANTEE may, upon notice to GRANTOR but without GRANTOR's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security

interests in all or any part of its Wind Farm Assets. GRANTEE may not collaterally assign, or otherwise encumber and grant security interests in all or any part of GRANTOR's interest in the GRANTOR's Property.

GRANTEE shall also have the right, upon notice to GRANTOR but without GRANTOR's consent or approval, to sell, convey, lease, or assign all or any portion of its Wind Farm Assets on either an exclusive or a non-exclusive basis, or to grant Assignments to any Assignees. Assignees and Mortgagees shall use the Wind Farm Assets only for the uses permitted under this Agreement. Assignees and Mortgagees shall have all rights and remedies allowed them under then existing laws except as limited by their individual agreements with GRANTEE, provided that under no circumstances shall any Mortgagee or Assignee have any greater rights of ownership or use of GRANTOR's Property than the rights granted to GRANTEE in this Agreement.

11.2 GRANTOR's Obligations. As a precondition to exercising any rights or remedies related to any alleged default by GRANTEE under this Agreement, GRANTOR shall give written notice of the default to each Mortgagee and Assignee at the same time it delivers notice of default to GRANTEE, specifying in detail the alleged event of default and the required remedy as set forth in Section 10.2. Each Mortgagee and Assignee shall have the same right and amount of time as GRANTEE to cure the default or to remove any of GRANTEE'S Wind Farm Assets located on the GRANTOR's PROPERTY. The cure period for any Mortgagees and Assignees shall begin to run at the end of the cure period given to GRANTEE under this Agreement, but in no case shall the cure period for any Mortgagees or Assignees be less than ninety (90) days after receipt of the default notice. Failure of GRANTOR to give a Mortgagees or Assignees notice of default shall not diminish GRANTOR's rights against GRANTEE, but shall preserve all rights of the Mortgagees or Assignees to cure any default and to remove any property of GRANTEE from GRANTOR's Property.

11.3 Mortgagee/Assignee Obligations. Any Mortgagees or Assignees that does not directly hold an interest in the Wind Farm Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Agreement prior to the time the Mortgagees or Assignees directly holds an interest in this Agreement, or succeeds to absolute title to GRANTEE's interest. GRANTEE shall make it a part of its agreement with any Mortgagees and/or Assignees that the Mortgagees and/or Assignees shall be liable to perform obligations under this Agreement for and during any time period that it directly holds such interest or absolute title. Any Assignment permitted under this Easement shall release GRANTEE or other assignor from obligations accruing after the date that liability is assumed by the Assignees.

11.4 Right to Cure Defaults/Notice of Defaults. In the event of an uncured default by GRANTEE or a holder of GRANTEE's interest in this Agreement or in the event of a termination of this Agreement by agreement, operation of law, or otherwise, GRANTOR shall recognize each Mortgagee or Assignee of a partial interest in the Wind Farm Assets that is not subject to the default or termination. GRANTOR shall not disturb Mortgagee's or Assignee's continued use and enjoyment for the remainder of the Term, or such shorter term as any Mortgagee or Assignee may otherwise be entitled to pursuant to its Assignment.

11.5 Extended Cure Period. If any default by GRANTEE under this Easement cannot be cured without obtaining possession of all or part of the Wind Farm Assets, then any such default shall be deemed remedied if a Mortgagees or Assignees pay GRANTOR all amounts due. and: (a) within ninety (90) days after receiving notice from GRANTOR as set forth in Section 11.2, acquires possession of all or part of the Wind Farm Assets, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (b) diligently prosecutes any such proceedings to completion; and (c) after gaining possession of all or part of the Wind Farm Assets performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If Mortgagees or Assignees are prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the ninety (90) day period specified above for commencing proceedings shall be extended for a period not to exceed five years.

12. FORCE MAJEURE

GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond the GRANTEE's reasonable control and the GRANTEE gives notice to the GRANTOR immediately

upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. Delays and defaults shall not relieve GRANTEE from making payments for compensation or any sums due under this Agreement.

13. NON-RENEWAL

This Agreement will not automatically renew.

14. MERGER AND MODIFICATION

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.

16. GRANTEE'S DUTIES AND REPRESENTATIONS

16.1 Care and Appearance. GRANTEE shall at all times maintain the Wind Farm Improvements in a neat, clean, and presentable condition. GRANTEE shall keep the Turbine Site; and Access Property, Collection Facilities, and Construction Properties clean and free of debris created by GRANTEE, its agents, assigns, or others. GRANTEE shall be responsible for weed control on those portions of the Turbine Site, and Access Properties not actively farmed or grazed by GRANTOR or its tenant.

16.2 Fences, Gates & Cattle Guards. GRANTEE shall notify the GRANTOR's surface tenant of the Wind Farm construction schedule at least one week before construction and shall repair or replace fences, gates and cattle guards, or other improvements owned by GRANTOR's surface tenant and located on the Easement Properties, damaged by the construction, operation, maintenance or removal of any Wind Farm Improvements by GRANTEE.

16.3 Construction Bond; Mechanic's Liens. GRANTEE agrees to obtain a letter of credit, establish an escrow account, provide a payment bond, or provide another form of insurance which is approved by GRANTOR for the removal of any lien on the GRANTOR's Property created during the construction, repair, or replacement of the Wind Farm Improvements. GRANTEE must provide evidence of such assurance to GRANTOR prior to the commencement of construction of the Wind Farm Improvements. GRANTEE shall not permit any mechanic's liens arising out of GRANTEE's use of the Easement Properties under this Agreement to be filed against the Easement Properties. If GRANTEE wishes to contest any such lien, GRANTEE shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security GRANTOR may reasonably request, or remove such lien from the Easement Properties in the manner provided by applicable law.

16.4 Hazardous Materials. GRANTEE shall not violate any applicable law or regulation relating to any substance, material, or waste classified as hazardous or toxic, or which is regulated as waste and agrees to indemnify GRANTOR against, any violation on the Easement Properties by GRANTEE, its agents, assigns, or grantees.

16.5 Remediation of Glare and Shadow Flicker. Should Wind Farm Improvements cause problems with glare or shadow flicker in houses on GRANTOR's Property, GRANTEE will promptly investigate the nature and extent of the problem and the best methods of correcting any problems found to exist. GRANTEE at its

expense, with the agreement of GRANTOR, will promptly undertake measures such as tree planting or installation of awnings to mitigate the offending glare or shadow.

16.6 Removal of Wind Farm Improvements. GRANTOR shall have no ownership or other interest in any Wind Farm Improvements installed on the Easement Properties, and GRANTEE shall have the express right, at any time, to remove the Turbine or other Wind Farm Improvements from the Easement Properties. Upon full or partial termination or expiration of any of the Easement rights, GRANTEE shall remove all physical material pertaining to the Wind Farm Improvements from the affected Easement Properties to a depth of forty-eight inches (48") beneath the soil surface, and restore the area formerly occupied by the Wind Farm Improvements to substantially the same physical condition that existed immediately before the construction of the Wind Farm Improvements. If GRANTEE fails to complete its Removal Obligations within twelve (12) months of termination or expiration of the Easement, or obtaining GRANTOR's consent to GRANTEE's performance of its Removal Obligations, whichever is later, GRANTOR may complete the Removal Obligations, in which case, notwithstanding whether GRANTOR has received funds for removal pursuant to the Reclamation Bond required under Section 16.8, GRANTEE shall pay GRANTOR for the costs of fulfilling GRANTEE's Removal Obligations in excess of amounts collected from the Reclamation Bond plus interest as set forth in Section 6.3, as a penalty.

16.7 Topsoil. GRANTEE shall, prior to construction, maintenance or removal, reserve the top eight inched (8") of soil from areas subject to topsoil and subsoil mixing. The reserved soil must be stockpiled to minimize wind and water erosion. Upon completion of construction, maintenance, or removal, GRANTEE shall promptly reclaim the disturbed area. It must be re-contoured to conform to the adjacent natural topography. Rocks or subsoil exposed by excavation must be hauled off or reburied on the property. The reserved soil must be evenly re-spread over the disturbed area within twelve (12) months. The entire disturbed area must be re-vegetated with a mixture of native perennial grasses as described in Exhibit (Ltr). Reclamation is not complete until rocks are removed from the surface, erosion is controlled, and the surface is re-vegetated with a mixture of native perennial grasses.

16.8 Reclamation Bond. After the _____(Example: 15th) year of operation of the Turbines, GRANTOR shall require a Reclamation Bond (the "Reclamation Bond") sufficient to cover the estimated reclamation costs of any access roads and Turbine foundations. The Reclamation Bond may be satisfied by a Decommissioning Bond if so ordered by the North Dakota Public Service Commission under North Dakota Administrative Code § 68-09-09, unless GRANTOR determines the Decommissioning Bond is insufficient. The Reclamation Bond can be met with either a letter of credit (issued in a form and by a financial institution acceptable to GRANTOR), a cash deposit held in the Bank of North Dakota, a surety bond (from an issuer with an A.M. Best Company, Inc. rating "A" or better), or any other form of security acceptable to GRANTOR. The Reclamation Bond shall remain in effect until fifteen (15) months after the expiration of the Term, unless fully drawn upon earlier by GRANTOR or unless GRANTOR provides the issuer of the Reclamation Bond written notice authorizing the expiration of the Reclamation Bond. Within thirty (30) days after GRANTEE's compliance with its reclamation under Section 16.6, and indemnification obligations as determined by GRANTOR, GRANTOR shall provide written notice to the issuer of the Bond authorizing the termination of the Bond.

17. ASSIGNMENT AND SUBCONTRACTS

GRANTEE may assign or otherwise transfer or delegate any right or duty under this Agreement without the GRANTOR's express written consent. However, GRANTEE shall provide written notice of such assignment or other transfer or delegation to GRANTOR, and such assignment, transfer or other delegation will not be binding on GRANTOR unless and until such notice is so provided within a reasonable period (but in no event later than sixty (60) days) after the date of the assignment. GRANTEE is solely responsible for the performance of any Assignees sub-GRANTEE. GRANTEE shall not have the authority to contract for or incur obligations on behalf of the GRANTOR.

18. NOTICE

All notices or other communications required or permitted by this Agreement shall be in writing. Notices and

payments to GRANTOR or GRANTEE, shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope. Any notice and payment given under this Agreement shall be addressed as follows:

IF TO GRANTOR:

Commissioner of University and School Lands
1707 North 9th Street
Bismarck, ND 58501
Telephone: (701) 328-2800
Fax: (701) 328-3650

IF TO GRANTEE:

**(Company Name
Address
Telephone)**

For purposes of this section, any party may change its contact information by giving written notice of such change to the other parties in the manner provided in this section.

19. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be brought in the District Court of Burleigh County, North Dakota.

20. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

GRANTEE shall promptly notify GRANTOR of all potential claims which arise or result from this Agreement. GRANTEE shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the GRANTOR the opportunity to review and inspect the evidence, including the scene of an accident.

21. INDEMNIFICATION

GRANTEE agrees to defend, indemnify, and hold harmless GRANTOR, its agencies, officers, and employees (State), from and against claims based upon the vicarious liability of the State or its agents, but not against claims based upon the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by GRANTEE to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for GRANTOR is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. GRANTEE also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against GRANTEE in establishing and litigating the indemnification coverage provided in this section. The obligation shall continue after the termination of this Agreement.

22. INSURANCE

GRANTEE shall be required to obtain the insurance set forth below upon the assignment or conveyance of the interest of (Company Name) in the Agreement to a third party.

a. Required Coverages. GRANTEE shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises and operations, contractual, and products or completed operations coverages (if applicable) with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The Policy shall provide coverage for all states of operation that apply to the performance of the Agreement.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

b. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of GRANTEE. The amount of any deductible or self-retention is subject to approval by the GRANTOR.

- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed and maintained for the term of this contract and any extensions with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A" rating must be approved by GRANTOR. The policies shall be in a form and terms approved by GRANTOR.
- 3) The duty to defend, indemnify, and hold harmless the GRANTOR under this Agreement shall not be limited by the insurance required in this Agreement.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this Agreement, through a policy or endorsement, shall include:
 - a. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the State;
 - b. A provision that GRANTEE's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be excess of GRANTEE's insurance and shall not contribute with it;
 - c. Cross liability/severability of interest coverage for all policies and endorsements;
 - d. Any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - f. The insolvency or bankruptcy of the insured GRANTEE shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured GRANTEE from meeting the retention limit under the policy.
- 6) GRANTEE shall furnish a certificate of insurance to GRANTOR's representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this Agreement is a material breach of contract entitling the GRANTOR to terminate this Agreement immediately.
- 8) Grantee shall provide at least 30 days written prior notice of any cancellation or material change to the insurance required in this Agreement.

23. ATTORNEY FEES

In the event a lawsuit is instituted by GRANTOR to obtain performance due of any kind under this Agreement, and GRANTOR is the prevailing party, GRANTEE shall, except when prohibited by N.D.C.C. § 28-26-04, pay GRANTOR's reasonable attorney fees and costs in connection with the lawsuit.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

GRANTOR does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The GRANTOR does not waive any right to a jury trial.

25. CONFIDENTIALITY

GRANTEE agrees not to use or disclose any information it receives from GRANTOR under this contract that GRANTOR has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the GRANTOR. GRANTOR agrees not to disclose any information it receives from GRANTEE that the GRANTEE has previously identified as confidential and which the GRANTOR determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of GRANTOR and GRANTEE to maintain confidentiality of information under this section continues beyond the term of this Agreement.

26. COMPLIANCE WITH PUBLIC RECORDS LAW

GRANTEE understands that, except for disclosures prohibited in Section 25, GRANTOR must disclose to the public upon request any records it receives from GRANTEE. GRANTEE further understands that any records which are obtained or generated by GRANTEE under this Agreement, except for records that are confidential under Section 25, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. GRANTOR agrees to contact GRANTEE immediately upon receiving a request for information under the open records law.

27. INDEPENDENT ENTITY

GRANTEE is an independent entity under this Agreement and is not a GRANTOR employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. GRANTEE retains sole and absolute discretion in the manner and means of carrying out the GRANTEE's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

28. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

GRANTEE agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. GRANTEE agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. GRANTEE shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

29. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of GRANTEE relevant to this Agreement are subject to examination by the GRANTOR or the GRANTOR's designee. GRANTEE will maintain all such records for at least three years following expiration of this Agreement.

30. RECORDING OF EASEMENT

The parties acknowledge and agree that **Exhibit (Ltr)** will not be included with this Agreement when recorded with the county recorder, and that so removing **Exhibit (Ltr)** prior to recording is intentional and does not in any way affect the validity of this Agreement.

31. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by both parties.

Dated this _____ day of _____, 20_____, at Bismarck, North Dakota.

GRANTOR:

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS

Jodi Smith, Commissioner
of University and School Lands

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF BURLEIGH)

On this _____ day of _____, 20_____, before me personally appeared Jodi Smith, Commissioner of University and School Lands, acting on behalf of the Board of University and School Lands of North Dakota, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(S E A L)

Notary Public

GRANTEE:

(Company Name - ALL CAPS)

(signature) On Behalf of **(Company Name)**

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared _____ (title), acting on behalf of **(Company Name)** known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(S E A L)

Notary Public

EXHIBIT A

Description of GRANTOR's Property

(qtr) , Section **(#)**, T**(#)**N, R**(#)**W, **(County)**County

EXHIBIT A-1

General Depiction of GRANTOR's Property

EXHIBIT B

Construction Plan

EXHIBIT C

As-Built Description of Wind Farm Improvements

To be provided by GRANTEE as set forth in Section 1.11.

EXHIBIT D - Compensation

Payment	Description of Payment	Timing of Payment
Easement Consideration Payment	GRANTEE shall pay to GRANTOR for the Easement Consideration Payment of (spell out dollars) dollars \$(dollar amt.) per acre of GRANTOR's Property.	The Easement Consideration Payment shall be paid within 30 days of execution of this Easement Agreement.
Development Period Payment	(OPTIONAL only use if development payment is negotiated) During the initial term GRANTEE shall pay to GRANTOR an annual Development Period Payment of (spell out dollars) dollars \$(dollar amt.) per acre of GRANTOR's Property.	(OPTIONAL only use if development payment is negotiated) The Development Period Payment shall be paid annually in advance of the anniversary date of the execution of this Easement Agreement for years two through five of the initial term.
Installation Payment	(OPTIONAL only use if installation payment is negotiated) If GRANTEE elects to install Turbines on the GRANTOR's Property, GRANTEE shall pay to GRANTOR a one-time Installation Payment in the amount of (spell out dollars) dollars \$(dollar amt.) , as increased on an annual basis by (spell out percent) percent ((#)%) from the date of this Easement Agreement, per Turbine installed on the GRANTOR's Property.	(OPTIONAL only use if installation payment is negotiated) Each Installation Payment shall be due within thirty (30) days after the date that GRANTEE commences the installation of any Turbines on the GRANTOR's Property. No additional Installation Payment shall be due in the case of replacement of Turbines installed on GRANTOR's Property.
Access Road Payment	<p>(OPTIONAL only use if one time access road payment is negotiated) If GRANTEE elects to install access roads on the GRANTOR's Property, GRANTEE shall pay to GRANTOR a One-Time Access Road Payment in the amount of (spell out dollars) dollars \$(dollar amt.), as increased on an annual basis by (spell out percent) percent ((#)%) from the date of this Easement Agreement, per mile of access roads installed on the GRANTOR's Property.</p> <p>(OPTIONAL only use if annual access road payment is negotiated) If GRANTEE elects to install access roads on the GRANTOR's Property, GRANTEE shall pay to GRANTOR an Annual Access Road Payment of (spell out dollars) dollars \$(dollar amt.), as increased on an annual basis by (spell out percent) percent ((#) %) from the date of this Easement Agreement, per mile of access roads installed on the GRANTOR's Property.</p>	<p>(OPTIONAL only use if one time access road payment is negotiated) The One-Time Access Road Payment shall be due within thirty (30) days after the date that GRANTEE commences the installation of any access roads on the GRANTOR's Property.</p> <p>(OPTIONAL only use if annual payment access road payment is negotiated) The Annual Access Road Payment shall be due on or before February 15th of each calendar year after installation during the Term. Any annual payments for less than a full twelve month period shall be prorated based on the actual number of days in the applicable period.</p>

<p>Collector Line Payment</p>	<p>(OPTIONAL only use if one time collector line payment is negotiated) If GRANTEE elects to install collector lines on the GRANTOR's Property, GRANTEE shall pay to GRANTOR a One-Time Collector Line Payment in the amount of (spell out dollars) dollars \$(dollar amt.), as increased on an annual basis by (spell out percent) percent ((#)%) from the date of this Easement Agreement, per mile of underground collector lines installed on the GRANTOR's Property.</p> <p>(OPTIONAL only use if annual collector line payment is negotiated) If GRANTEE elects to install collector lines on the GRANTOR's Property, GRANTEE shall pay to GRANTOR an Annual Collector Line Payment of (spell out dollars) dollars \$(dollar amt.), as increased on an annual basis by (spell out percent) percent ((#) %) from the date of this Easement Agreement, per mile of collector lines installed on the GRANTOR's Property.</p>	<p>(OPTIONAL only use if one time collector line payment is negotiated) The One-Time Collector Line Payment shall be due within thirty (30) days after the date that GRANTEE commences the installation of any underground collector lines on the GRANTOR's Property.</p> <p>(OPTIONAL only use if annual collector line payment is negotiated) The Annual Collector Line Payment shall be due on or before February 15th of each calendar year after installation during the Term. Any annual payments for less than a full twelve month period shall be prorated based on the actual number of days in the applicable period.</p>
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<p>Annual Turbine Payment</p>	<p>During the Term, GRANTEE shall pay GRANTOR a Turbine Payment. If one or more Turbines are installed on the GRANTOR's Property, and for so long as each Turbine remains on the GRANTOR's Property until its physical removal from and reclamation of the GRANTOR's Property, GRANTEE shall pay to GRANTOR, a Turbine Payment. The Turbine Payment shall be calculated as follows:</p> <ul style="list-style-type: none"> - (spell out dollars) dollars \$(dollar amt.) per nameplate megawatt rating, per Turbine installed on the GRANTOR's Property, as increased on an annual basis (spell out percent) percent ((#) %) from the date of this Easement Agreement. - (Option #1, use if Megawatt payment is negotiated) Notwithstanding the foregoing, the Turbine Payment shall not be less than Grantor \$(dollar amt.) per megawatt-hour of electricity generated on the GRANTOR's Property. In the 21st full calendar year following the Operations Date, the Turbine Payment shall not be less than \$(dollar amt.), per megawatt-hour of electricity generated on the GRANTOR's Property adjusted on an annual basis by (spell out percent) percent ((#) %) from the date of this Easement Agreement. - (Option #2, use if gross operating proceeds is negotiated) Notwithstanding the foregoing, the Turbine Payment shall not be less than (spell out percent) percent of the gross operating proceeds of the project 	<p>The Turbine Payment shall be paid to GRANTOR in equal installments throughout each calendar year of the Term within thirty (30) days of each payment GRANTEE receives pursuant to the power purchase agreement, whether on a monthly or quarterly or annual basis.</p> <p>On or before February 15th of each calendar year of the Term, GRANTEE shall pay to GRANTOR any additional Turbine Payments due to GRANTOR.</p> <p>Any Turbine Payment for less than a full twelve month period shall be prorated based on the actual number of days in the applicable period.</p>
<p>Annual Land Payment</p>	<p>GRANTEE shall pay GRANTOR, during the Operating Term and any Renewal Terms, an Annual Land Payment. The Annual Land Payment shall be equal to (spell out dollars) dollars \$(dollar amt.) per acre within the GRANTOR's Property, as described in exhibit A, increased on an annual basis (spell out percent) percent ((#) %) from the date of this Easement Agreement.</p>	<p>On or before February 15th of each calendar year of the Operating Term, GRANTEE shall pay to GRANTOR the Annual Land Payment due to GRANTOR.</p> <p>Any Annual Land Payments for less than a full twelve month period shall be prorated based on the actual number of days in the applicable period.</p>

EXHIBIT E

Re-Vegetation Criteria

**NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS
ND Department of Trust Lands**

Native Grass Seeding Specifications

<u>Species</u>	<u>lbs. PLS*/acre</u>
Western wheatgrass	8
Slender wheatgrass	5
Green needlegrass	4
Side-oats grama	<u>2</u>
	19

*PLS - Pure Live Seed (based on 50 PLS/sq. feet)

1. The seed bed should be firmly packed (footprints left in the soil should be less than 1/2 inch deep).
2. An early spring seeding (before May 24th) is preferred. A dormant fall seeding (after October 20th) is acceptable.
3. A cover crop of oats at 10 lbs. PLS/acre must be seeded on the disturbed area.
4. A drill designed specifically for native grass seeding will give the best seeding results. The seed should be planted at a depth of 1/2 to 1 inch. Precaution must be taken not to plant the seed too deeply in the soil or poor germination will result.
5. On areas where equipment cannot be used, broadcast seed and rake or drag to cover seed. Where seed is broadcast, double the seeding rate.
6. Use only North Dakota certified seed.

Caution: Be sure to clean out the drill before seeding to avoid any contamination with smooth brome grass or crested wheatgrass that may remain in the drill from previous use on private land. These are invasive grasses in native prairie and are not allowed on school trust lands. Contamination with or use of crested wheatgrass or smooth brome will result in the applicant being required to spray out the grass and reseed with the above native grass seed mixture. Sweet clover and alfalfa are also not allowed – only the above native grass seed mixture may be used for revegetation on school trust land.