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09-06414

BARBARA H. YOUNG
VERMILION CO RECORDER, IL
07/13/2009 10:48:43AM
PAGES: 6

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GRANT OF EASEMENTS
(the "Grant of Easements")

KATHY A TRAUGHBER 6P
MONTGOMERY COUNTY
FEES: 26.00
KAT Date 05/29/2009 Time 11:14:18
I 200902682 Page 1 of 6

See Exhibit A on Page 6
Parcel Number 11-27-300-001

THIS GRANT OF EASEMENTS is made, dated and effective as of April 15th, 2009 (the "Effective Date"), between **Robert G. Long**, (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 Vermilion, 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 and across 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, 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 transmission and distribution lines, communications lines, interconnections and switching stations ("Collection Facilities"), 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

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measurement equipment, and related facilities and equipment (collectively “Windpower Facilities”) on the Property; and

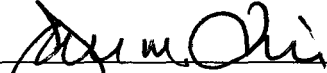
- (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from 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 (“Access Rights”).
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 Operations Date, 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 (as hereinafter defined).
 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 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.

[EXECUTION PAGE FOLLOWS]

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

GRANTEE:

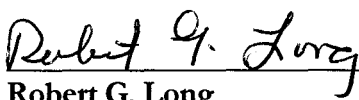
Invenergy Wind Development LLC

By: 

Name: Joel M. Link
Vice President

Title: _____

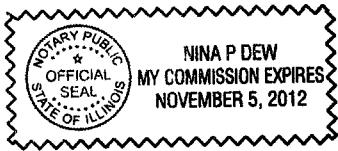
OWNER:


Robert G. Long

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 4 day of May, 2009,
Neil M. Link, 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**.



Name: Nina P. Dew
Notary Public, State of Illinois
My Commission: 11-5-2012

RETURN RECORDED DOCUMENT TO:

Invenergy Wind Development LLC
Attn: Land Administration
One South Wacker Drive, Suite 2020
Chicago, IL 60606 312-224-1400

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

John W. Chandler
John W. Chandler Doster II

This document prepared by and return to the Office of:
Joseph Condo, Attorney at Law, Invenergy Wind Development LLC
One South Wacker Drive, Suite 2020, Chicago, IL 60606, (312) 224-1400

EXHIBIT A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
11-27-300-001	Vermilion	21N/14W	27	80
Total Rounded Acres				<hr/> 80

Legal Description:

The West Half of the Southwest Quarter of Section Twenty-seven, Township Twenty-one North, Range Fourteen West of the Second Principal Meridian in Vermilion County, Illinois.