

AFTER RECORDING RETURN TO

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 NextEra Energy Resources, LLC
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 Juno Beach, FL 33408
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(This space reserved for recording information)

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGEEMENT is dated this ____ day of November, 2009 ("Agreement") by and between _____, with an address of _____ ("Owner"), and ASHTABULA WIND II, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, and its successors in interests ("AWII").

Owner is the owner of a certain tract of real property located in _____ County, North Dakota and more particularly described on **Exhibit A** attached hereto and made a part hereof ("Property"). AWII is the holder of certain easement and other related rights covering real property located adjacent to and/or in the vicinity of the Property because it is constructing a wind energy conversion system with wind turbines, collection lines, roads, maintenance and operations facility and an electric substation in Steele and Griggs Counties, North Dakota (collectively "Wind Farm"). AWII desires to have certain landowners participate in the benefit of the Wind Farm and Owner desires to grant and convey to AWII an exclusive easement for wind non-obstruction and a non-exclusive easement for effects on the Property attributable to the Wind Farm.

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, Owner and AWII agree as follows:

Owner grants AWII an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Property as described in Exhibit A. Owner shall not engage in any activity on the Property that might interfere with wind speed or wind direction over the Property; cause a decrease in the output or efficiency of any wind turbine or accuracy of any meteorological equipment; or otherwise interfere with Grantee's operation of the Wind Farm or exercise of any rights granted in this Agreement. Owner grants to AWII a non-exclusive easement for sounds, visual, light, flicker, shadow, vibration, wake, electromagnetic, electrical and radio frequency interference, and any other effects (collectively "Effects") on the Property caused or alleged to be caused by the Wind Farm. The easements described in this paragraph shall collectively be referred to as "Easements". The term of the Easements shall begin on the Effective Date, which shall be defined as the last day this Agreement is signed by both Owner and AWII, and expire ninety-nine (99) years from the Effective Date unless terminated as provided in this Agreement.

Owner is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant AWII the Easements. Owner agrees to warrant and defend its ownership of the Property and AWII's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property. This Agreement, and its rights and obligations, may be assigned by either party to its respective heirs, successors and assigns. The Easements shall run with the Property and shall be binding on Owner and AWII, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

Owner reserves the right to use the Property for all other purposes not granted to AWII under this Agreement, including ranching and agricultural uses, and all recreational uses, provided that no such other use interferes with the Easements. Owner hereby releases AWII from any and all claims for damages arising from any injury or harm or conditions related to the Property, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, Effects, diminishment of the value of the Property, proximity of the Wind Farm to Owner's Property and/or residence, diminishment or interference with the ability to use or enjoy the Property, and any other injury or harm, of whatever kind or character, to persons or property, whether now known or unknown, or which may appear or develop in the future, caused or alleged to be caused by the Wind Farm or by AWII, its parent companies, affiliates, successors, assigns, whether claimed or not claimed, or which hereafter might be brought by Owner or any of their successors and assigns.

AWII shall comply with valid laws applicable to the Property and Owner shall not be liable in the event that AWII violates a law relating to the Easements on the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. A judge will decide any disputes between the parties. EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY AND SPECIFICALLY AGREES THAT TRIAL OF SUITS OR CAUSES OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE TO THE COURT.

AWII shall pay Owner the amounts set forth in the attached **Compensation** sheet as the consideration for this Agreement. Owner and AWII acknowledge and agree that the **Compensation** sheet will not be included with this Agreement when recorded with the County Recorder, and that so removing the **Compensation** sheet prior to recording is intentional and does not in any way affect the validity of this Agreement.

If AWII discontinues operation of the Wind Farm, AWII shall have the right to terminate this Agreement effective upon thirty (30) days' written notice to Owner.

Dean Gray publisher & Editor
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Florida's Broken Windmills are California's Problem

October 28, 2008

Palm Springs, CA - The city code enforcement department has flexed its muscles sending out letters of intent to abate more than 100 broken windmills, if they are not fixed soon.

Craig Ewing, the city's director of planning services sent the letter to six property owners who have leased their desert lands to Florida Power and Light (FPL) to install, maintain and operate wind turbines north of Interstate 10 between Indian Canyon and Whitewater.



FPL owns the inoperable windmills and was allowed to install and operate these local windmill farms under a strict conditional use permit (CUP) which stipulates that if a windmill does not run for six months, it's declared a public nuisance and without a hearing, must be abated.

A representative from the giant energy company says FPL fully intends to comply with all city requests. "We are keeping them (landowners) informed of how we will respond to the city," said Steven Stengel, Director of Corporate Communications for FPL located in Juno, Florida.

"In early 2008, we began a 12-month plan to repair turbines that need it. That process will be on-going 'til we have all repairs done in early 2009," Stengel added. "We're in communications with the city and we know the deadline to respond. We will provide the city with a detailed plan. We will sit down and discuss issues and interest," he said.

That plan is apparently not acceptable to the city of Palm Springs. Unable to get FPL to comply, the city has now turned to the owners of the land where the windmills are located. Palm Springs code enforcement reps say they were forced to send land owners letters of intent to proceed with abatement unless the more than 100 broken or malfunctioning windmills are fixed.

"We started the code enforcement with the property owners. They receive payments from FPL to install, operate and maintain those units," Ewing said. "We told the property owners they were ultimately responsible to put pressure on them (FPL) first," Ewing added.

While FPL may be ultimately responsible, the city has only the property owners on the hook regarding windmill operations, he said.

Local property owners say they don't want punishment for the "good windmill operators" who are suffering bad press due to the FPL neglect. They just want the windmills fixed. But, they say, they can't do anything to fix the windmills they don't own. The company in control of the repairs resides in Florida.

Landowners include: David Buck of Reno, NV; Fred Noble of Wintec in Palm Springs; ChemQuest Corp of Sylmar; Wellesley Rolland Kime of Valley Village; William Leighty of Juneau, Alaska, as well as Victoria Rosenthal of Southern California.

The pressure applied by the city has apparently gotten FPL to at least come to the table but city officials, after months of effort, are still not convinced FPL will finally take action.

"We will meet Wednesday with representatives from FPL to discuss the matter," Ewing said. Ewing is responsible for the code enforcement for the city and he sent the letters to the landowners. However, FPL has not been able to satisfy the city's or the landowners' concerns.

The problem also caught the attention of Riverside County. It stepped up efforts to bring more attention to a number of wind energy generation issues. "We've created a Wind Advisory Committee looking at several issues," said Steven Hernandez, Legislative Assistant for Fifth District Supervisor Marion Ashley.

"We want to bring FPL into compliance with the conditional use permit. We also are looking at ways to promote wind energy by looking at new areas for development and possibly fast-tracking any requests," Hernandez said.

"We want to promote 'Re-power' which means replacing older less efficient models with newer ones generating more power," Hernandez added, without commenting on the lack of county enforcement.

The six landowners who received letters are concerned because they are in a Catch-22 situation. They leased land to FPL to erect, maintain and operate the wind energy generators visible on both sides of Interstate 10 between Palm Drive and Whitewater. However, the landowners are in no position to repair or replace any of the outmoded, broken or malfunctioning turbines. That responsibility falls on the laps of FPL.

As part of its investigation, the Desert Valley Star contacted several wind turbine maintenance employees. One of those workers, who insisted on anonymity, said FPL is known for having many non-working windmills and lax maintenance.

"They do not maintain the type of maintenance support needed to keep the machines flying," he said. The word "flying" is a term used by maintenance crews in reference to a running wind turbine. "It's pretty common knowledge," he said, "and that's sad because there's lots of good windmill operators."

That sentiment is confirmed by the city's unsuccessful attempts to obtain compliance with the CUP ordinance, in part due to the distance of the energy company and FPL lacking a local office here. Requiring maintenance and working windmills is the norm across the country. FPL just does not seem able or motivated to resolve the problem.

Meanwhile, abatement, the process of removing a windmill, looms. If the city compels abatement, then the salvage value could be equal to the cost to remove. Obviously, the appeal of re-powering a wind farm remains more economically attractive than reverting back to a non-production. Still, FPL remains behind the curve, allowing neglect and disrepair to define local operations.

Complaints about these non-working windmills provoked the city to act. According to Ewing, he sent the six property owners letters addressing the issue with deadlines attached. "The property owners receive income from leasing these lands and operating rights to FPL."

"We welcome the city initiating (the abatement process). We've tried for years without success to get FPL to maintain its equipment in a safe and proper fashion," said Fred Noble, President of Wintec Incorporated and one of the few local landowners available for comment. Noble added it was important to distinguish several issues.

Landowners are frustrated that no action is being taken, and are made to appear "the bad guys." Additionally, FPL's reluctance to correct the broken windmills puts a black-eye on the entire windmill industry. "It's important to distinguish who the good guys are," Noble said.

The style of FPL's problem windmills is distinctive. The Kenetech 33 or (KVS 33) design looks like a mini Eiffel Tower-style with steel supports on a concrete shoe. This older model from the early 1990's is now discontinued. According to our investigation, there are more than 100 non-operational windmills in the desert. (See photos).

According to industry insider's, this Kenetech model is known to throw blades. In some cases the "clamshell" or "mushroom cap" unit atop the motor unit (the nacelle) blows off. In a few instances the nacelles exploded. Some wind energy spokespeople say it is only a matter of time until someone is seriously hurt or killed by one.

The threat is closer than you think. Some windmills lie perilously close to Interstate 10 and are easily seen by freeway drivers. If a blade or nacelle is thrown, it could theoretically land on the freeway and kill someone. Older windmills, especially the KVS 33, create a number of well-documented public safety issues.

The letter from Palm Springs received by the land owners is asking for an accounting of all windmill history for the last five years, including their electrical output. That accounting is up to the landowners to supply. Landowners can't do much more.

Ultimately, it is up to Florida Power and Light to fix the broken windmills. Representatives from FPL are meeting with Palm Springs officials this week to solve the problem.





More litter ready to scatter across the open desert.



Many of the older Eiffel Tower-style windmills generate output of one million kilowatt hours. Re-power means these are slowly being replaced with larger units generating 4.5 million kilowatt hours. The broken units above are a waste of valuable windmill real estate.



More than 100 broken windmills dot the landscape as does the growing litter of broken blades seen above. Below, evidence of leaking fluids, a trash pile of wasted parts, and close-up of another of the many broken turbines.





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Wind Power- Broken

February 11, 2009

Palm Springs, CA – Broken wind mill blades offend the sky and leaking transmission fluid stains the desert sands. The capture of California's wind, a power sold and sent to Florida, is generating a steep price to pay for a city and property owners frustrated by a distant company's neglect. Palm Springs, CA – Broken wind mill blades offend the sky and leaking transmission fluid stains the desert sands. The capture of California's wind, a power sold and sent to Florida, is generating a steep price to pay for a city and property owners frustrated by a distant company's neglect.

Palm Springs, CA – Broken wind mill blades offend the sky and leaking transmission fluid stains the desert sands. The capture of California's wind, a power sold and sent to Florida, is generating a steep price to pay for a city and property owners frustrated by a distant company's neglect.

Florida Power and Light (FPL), owners and operators of windmills in Palm Springs, are failing to maintain their machines and are now in violation of a conditional use permit issued by the city of Palm Springs.

That permit requires the company to maintain windmills in good working order. However, due to continued use of an older windmill design prone to trouble, FPL's troubled machines continue to blight the landscape, broken and not-working.

FPL representatives say they are properly maintaining their equipment even while a simple visual inspection reveals how useless many FPL's machines are and how pointless company excuses industry and lending argument to those that oppose windmills in the area. Once the darling of the environmental movement for offering clean power generation with no downside, FPL is now testament to all the complaints about wind power generation.

Property owners asking FPL to fix the problem are increasingly frustrated. The city of Palm Springs so far has been ineffectual at getting FPL's to correct its environmental neglect and nose-thumbing of city ordinances.

It is time for the city of Palm Springs to get tough if FPL will not clean up its act. As more FPL equipment fails, the city needs to apply additional pressure if FPL will not solve its problem that is increasingly becoming our problem area. Once the darling of the environmental movement for offering clean power generation with no downside, FPL is now testament to all the complaints about wind power generation.

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