

Prepared by:
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NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408
Tel: 561-304-5452

MEMORANDUM OF LEASES AND EASEMENTS

THIS MEMORANDUM OF LEASES AND EASEMENTS is dated as of the 6 day of July, 2012 (“**Memorandum**”) by and between **June Swanson, a single woman**, (“**Owner**”) and **Boulevard Associates, LLC**, a Delaware limited liability company (“**Operator**”), an affiliate of NextEra Energy Resources, LLC, a Delaware limited liability company. Owner and Operator have entered into that certain Wind Farm Lease and Easement Agreement whereby Owner granted to Operator an exclusive option (“**Option**”) for the following the following leases and easements (jointly and severally, the “**Property Rights**”):

- (1) Turbine Site Lease with Access Rights
- (2) Met Tower Site Lease with Access Rights
- (3) Collection Facilities Lease with Access Rights
- (4) Construction Access Right
- (5) Wind Non-Obstruction Easement
- (6) Effects Easement

covering all or portions of the real property described in **Exhibit A-1** attached hereto and made a part hereof (the “**Owner Property**”).

1. As to the Option, the period during which the Option may be exercised (“**Option Term**”) shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period of thirty-six (36) months after such date (“**Initial Option Period**”). The Option Term may be extended for one twenty-four (24) month extension period (“**Extended Option Period**”). Operator may exercise the Option by giving written notice to Owner (“**Option Notice**”) at any time during the Option Term.

2. As to the Owner Property:

(a) The Owner Property was granted by, and the terms and conditions of the Property Rights are as set forth in, that certain Wind Farm Lease and Easement Agreement executed by and between the Owner and Operator dated as of the same date this Memorandum was mutually executed (the “**Agreement**”);

(b) The term of the Property Rights commences on the date specified by Operator in the Option Notice and terminates fifty (50) years thereafter.

3. As to the Wind Non-Obstruction Easement:

(a) The description of the real property subject to the Wind Non-Obstruction Easement pursuant to the Agreement is set forth in **Exhibit A-2** attached hereto:

(b) The description of the real property benefiting from the Wind Non-Obstruction Easement and the description of the vertical and horizontal angles, expressed in degrees and distances from the Turbine Sites as defined in the Agreement, in which an obstruction to the wind is prohibited or limited is also set forth in **Exhibit A-2** attached hereto.

(c) The remaining terms and conditions of the Wind Easement, including but not limited to the terms and conditions under which this Wind Non-Obstruction Easement is granted or may be terminated, are as set forth in the Agreement.

4. Pursuant to the terms and conditions of the Agreement:

(a) Operator has the exclusive right to use, maintain, capture and convert all of the wind resources on the Owner Property. Any of the Owner’s activities, or any grant of rights by Owner to a third party, on Owner Property, as defined in the Agreement or on adjacent property shall not, now or in the future, interfere in any way with the rights of Operator under the Agreement.

(b) The Property Rights and any restriction contained in the Agreement shall run with the land affected thereby and are binding upon, and inure to the benefit of the Owner and Operator, its Mortgagees, Assignees, and their respective successor and assigns, heirs, personal representatives, tenants, or persons claiming through them.

5. The address of the Owner is:

June Swanson
514 Main Street South
Bristol, SD 57219
Telephone: (605) 492-3410

The address of the Operator is:

Boulevard Associates, LLC
700 Universe Boulevard
Juno Beach, FL 33408-2683
Attn: Business Manager

5. **Option to Convert.** During the term of the Leases and Easements granted in the Agreement, as may be extended, Owner grants to Operator the option to convert the Leases herein contained to Easements, and the Easements to Leases, in Operator's sole discretion. Operator may exercise such option by giving the Owner, thirty (30) days written notice of its intent to exercise such option. The terms and conditions of such easements and leases shall be the same as the terms and conditions of the Leases and Easements, including the annual payments as set forth in the Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Owner and Operator have executed this Memorandum on the date set forth below.

Owner:

June Swanson
June Swanson

OWNER ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
)ss:
COUNTY OF DAY)

On this the 27th day of June, 2012, before me, the undersigned officer, personally appeared June Swanson, a single woman, known to me or satisfactorily proven to be the person[s] whose name[s] is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(Seal)

Barbara Johnson
Notary Public
My Commission Expires 3-11-2014

EXHIBIT A-1

Legal Description of Owner Property

The Southwest Quarter (SW¹/₄) of Section 26, and the West Half of the Northwest Quarter (W¹/₂NW¹/₄) of Section 35, all in Township 123 North, Range 58 West of the 5th Principal Meridian, located in Day County, South Dakota.

HOLDING PAGE FOR EXHIBIT A-2

**Legal Description of Wind Non-Obstruction Easement Property and Description of Wind
Non-Obstruction Easement in Vertical and Horizontal Angles & Legal Description of Real
Property Benefiting from Wind Non-Obstruction Easement
To be Delivered with Option Notice**