

M06-01768

Klamath County, Oregon

01/30/2006 11:02:01 AM

Pages 7 Fee: \$51.00

AFTER RECORDING RETURN TO:

Orin Shakerdge, Esq.
Florida Power & Light Company
700 Universe Blvd.
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(561) 694-4678

TAX STATEMENTS TO:

Orin Shakerdge, Esq.
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408-0420
(561) 694-4678

ASPEN: 6843

This document is being recorded as an
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contained herein has been verified.
Aspen Title & Escrow, Inc.

LEASE AGREEMENT
SHORT FORM

This Short Form Lease Agreement ("**Lease Short Form**") is made, dated and effective as of January 6, 2006 (the "**Effective Date**"), between A. L. Bruner and Marilyn Bruner, husband and wife ("**Lessor**"), with a mailing address of 607 Avenue de Teresa, Grants Pass, Oregon 97526, and Boulevard Associates, LLC, a Delaware limited liability company, a subsidiary of FPL Energy, LLC, a Delaware limited liability company ("**FPLE**"), with a mailing address of 700 Universe Boulevard, Juno Beach, Florida 33408-2657, in light of the following facts and circumstances.

A. Lessor and FPLE have entered into that certain Lease Agreement dated of even date herewith ("**Lease**") pursuant to which Lessor has leased to FPLE the real property of Lessor located in the County of Klamath, State of Oregon consisting of approximately 6035 acres and more particularly described in the attached **Exhibit A** ("**Property**").

B. Lessor and FPLE have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and FPLE do hereby agree as follows:

1. **Lease.** Lessor leases the Property to FPLE on the terms, covenants and conditions set forth in the Lease.

2. **Scope.** The uses FPLE may make of the leasehold on the Property ("**Leasehold**") granted to FPLE by Lessor under the Lease or this Lease Short Form are wind energy conversion, the collection and transmission of electric power, and related activities ("**Development Activities**") including, without limitation: (a) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data and extracting soil samples; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating on the

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Property, wind turbines, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, roads and gates, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively "**Windpower Facilities**") on the Property; and (c) undertaking any other activities, whether accomplished by FPLE or a third party authorized by FPLE, that FPLE reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. FPLE shall have the exclusive right to measure, evaluate and convert all of the wind resources of the Property, and Lessor shall not, during the term of the Lease, allow any third party to measure, evaluate or convert the wind resources of the Property. Lessor expressly reserves the right to use the Property for activities that do not and will not interfere with FPLE's operations under the Lease or this Lease Short Form.

3. **Term.** The Leasehold shall be for a term commencing on the day after the lease agreement dated October 16, 2002 between Lessor and RES North America Leasing, LLC, a Delaware limited liability company, as tenant, expires ("**Commencement Date**") and continuing for four (4) years thereafter ("**Initial Term**"). If, as part of a commercial utility-scale electrical generating facility, FPLE installs one or more wind turbines on the Property which generate electricity during the Initial Term, then the term of this Lease shall automatically be extended for a term commencing on the January 1 next succeeding the date of such installation ("**Commercial Operations Date**") and continuing for twenty-six (26) years thereafter ("**First Extended Term**").

4. **No Interference.** Lessor's activities and any grant of rights Lessor makes to any person or entity, whether located on the Property, shall not, currently or prospectively, interfere in any material respect with the construction, installation, maintenance or operation of Windpower Facilities, located on the Property; access over the Property to such Windpower Facilities; any Development Activities; or the undertaking of any other activities permitted under the Lease or this Lease Short Form. Without limiting the generality of the foregoing, Lessor shall not interfere with the wind speed or wind direction over the Property, whether by placing wind turbines, planting trees or constructing buildings or other structures, or by engaging in any other activity on the Property or elsewhere that might cause a decrease in the output or efficiency of the Windpower Facilities. Lessor shall be permitted to plant trees and construct buildings on the Property as long as the trees and buildings are at least 500 feet from any wind turbine and do not exceed thirty-five (35) feet in height. The area of the land to remain unobstructed, except as otherwise provided by the terms of the Lease or this Lease Short Form, shall consist horizontally of all of the Property described above, and vertically through all space located above the surface of the Property. However, Lessor reserves the right to erect buildings on the Property, except that Lessor shall first consult with FPLE as to the location of such buildings and Lessor shall not erect any building that, in FPLE's judgment, might interfere with wind speed or wind direction over the portion of the Property on which wind turbines are or may be located or cause a decrease in the output or efficiency of such wind turbines, or cause any interference with FPLE's access roads or Transmission Facilities on the Property.

5. **Access.** Lessor hereby grants to FPLE 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 FPLE may construct from time to time.

6. **Termination**. FPLE shall have the right to terminate the Leasehold as to all or any part of the Property at any time, effective upon written notice to Lessor from FPLE and Assignees having an interest in the Property.

7. **Conflict**. In the event of any conflict between the provisions of this Lease Short Form and the provisions of the Lease, the provisions of the Lease shall control.

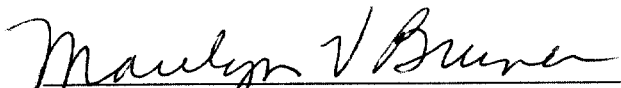
IN WITNESS WHEREOF, Lessor and FPLE have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

Lessor:

A. L. Bruner and Marilyn Bruner,
Husband and wife



A. L. Bruner


Marilyn Bruner

FPLE:

Boulevard Associates, LLC,
a Delaware limited liability company

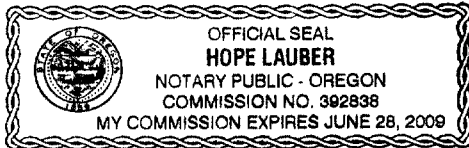
By:


Dean R. Gosselin
Vice President

o.k.
HLZ

STATE OF OREGON)
)
) *JOSEPHINE*) ss.
COUNTY OF ~~UMATILLA~~)

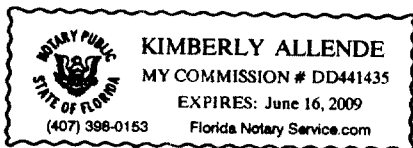
The foregoing instrument was acknowledged before me this 28 day of December, 2005, by A. L. Bruner and Marilyn Bruner. They are personally known to me or produced a driver's license as identification.



Signature *Hope Lauber*
Print Name: Hope Lauber
Notary Public, State of Oregon
My Commission Expires: 6-28-2009

STATE OF FLORIDA)
)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of ~~December~~ ^{January} 2006, by Dean R. Gosselin as Vice President of Boulevard Associates, LLC, a Delaware limited liability company. He is personally known to me.



Ky Allende
Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____

EXHIBIT "A"

Real Property Description

Township 40 South, Range 13 East of the Willamette Meridian in Klamath County, Oregon

Section 30: W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; Government Lot 4 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 31: SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; Government Lot 1; and the N $\frac{1}{2}$ SE $\frac{1}{4}$; Excepting therefrom:

Beginning at a point on the South line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31 from which point the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ bears South 89°28'07" East, 1061.26 feet; thence the following courses and distances; South 18°44'08" East 590.47 feet; South 23°04'51" East, 385.43 feet; South 20°08'02" East 275.85 feet; South 01°01'00" East 153.92 feet to a point on the North line of Lot 7 of said Section 31; thence North 89°31'10" West on said North Line, 663.22 feet; thence leaving said North line on the following courses and distances; North 61°11'14" West, 165.10 feet; North 29°33'57" West 284.64 feet; North 40°30'09" West, 181.16 feet; North 53°21'02" West, 141.88 feet; North 76°48'07" West, 611.43 feet; North 07°51'21" West 213.86 feet; North 24°14'23" West 611.89 feet; North 10°03'08" West, 254.20 feet; North 23°20'05" West, 133.80 feet; North 10°15'35" West, 294.26 feet; North 05°49'53" East; 286.90 feet; North 14°52'21" West, 307.33 feet; North 81°42'04" East, 246.78 feet, South 41°01'39" East, 209.85 feet; South 57°28'17" East, 1075.61 feet; South 50°45'53" East 327.70 feet to a point on the West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 00°57'48" East on said West line, 472.33, feet to the Southwest corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 89°28'07" East on the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 266.02 feet to the point of beginning.

Section 32: NW $\frac{1}{4}$ SE $\frac{1}{4}$; and the S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 33: SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Also Beginning at a point at the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence diagonally Southeasterly to the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence Westerly along the South boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence Northerly along the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the point of beginning.

**Township 41 South, Range 13 East of the Willamette Meridian in Klamath County,
Oregon**

- Section 2: SE $\frac{1}{4}$ NE $\frac{1}{4}$; Government Lot 2; SW $\frac{1}{4}$ NE $\frac{1}{4}$; Government Lot 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; and the S $\frac{1}{2}$
- Section 3: All
- Section 4: All
- Section 5: Government Lots 1, 2, and 3; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; and the N $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 9: W $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; E $\frac{1}{2}$ W $\frac{1}{2}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 10: All
- Section 11: All
- Section 12: W $\frac{1}{2}$ W $\frac{1}{2}$
- Section 13: W $\frac{1}{2}$ W $\frac{1}{2}$
- Section 14: NE $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; and the S $\frac{1}{2}$
- Section 15: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$;

Also Beginning at a point on the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence Easterly along the North boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner of SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence Southerly to the Southeast corner of SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence diagonally Northwesterly to the point of beginning.

W $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Also Beginning at a point at the Northwesterly corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence Easterly along the North boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence Southerly to the Southeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence diagonally Northwesterly to the point of beginning.

- Section 16: Government Lot 1;

Also beginning at the Northwest corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence Easterly along the North boundary of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Northeast corner of the

SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence Southerly to the Southeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence diagonally Northwesterly to the point of beginning.

Also, beginning at a point at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence Easterly along the North boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$; to the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ thence Southerly to the Southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence diagonally Northwesterly to the point of beginning.