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Details:

(FORM UPDATED: 08/11/2010)

**WISCONSIN STATE LEGISLATURE ...
PUBLIC HEARING - COMMITTEE RECORDS**

2009-10

(session year)

Senate

(Assembly, Senate or Joint)

**Committee on ... Commerce, Utilities, Energy, &
Rail (SC-CUER)**

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
(**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
(**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

Date?

Opposition to SB185 & AB 256 Regulation of Wind Turbine siting

By Jerome Hlinak

As a Dairy Farmer that has dealt with the voltage standards set by the PSC for the past 13 years I can safely tell you that my knowledge from experience would caution anyone to the voltage standards they allow are greatly flawed. We call ourselves the dairy state, but allow the PSC standards of allowable cow contact voltage high enough to kill our cows. Unfortunately the majority of legislators, including those on the energy committees, have no farming knowledge and even less when it comes to electricity. They rely on experts of the PSC who are appointed for nothing more than fulfilling a political agenda and have a reckless disregard for those who are effected. While the PSC has poor standards on objectionable current, more often referred to as stray voltage, they do not even acknowledge other forms of electrical pollution such as electromagnetic fields (EMF). It my belief after information from electrical engineers and voltage consultants that EMF's pose a significant danger to public health and safety.

In 1996 my brother and I noticed a dramatic change to health in our dairy herd. Over a eight month period we lost 22 of 45 cows to various diseases and herd ailments. Decreased milk production, and not milking out lead to mastitis and sore tit ends with advanced stages showing swollen legs and various infections due to the lack of strength of the immune system. The use of normal antibiotic treatments seemed useless and uneffective. At times it was not uncommon to have 1 or 2 downer cows within a week. At this point we along with the cow would wait for the rendering plant to come and put a end to her misery.

Realizing that we have a serious problem, we decided to have a stray voltage survey done. The PSC task force did the testing and found limits of cow contact to be within the PSC limits. Not knowing much about electrical issues at this point in time we believed that they knew what they were doing and continued to struggle with serious herd health effects. In 1996 the allowable contact voltage was 5 volts with a 500 ohm resistor. The 500 ohm resistor equals half of a volt. On my farm the measurable voltage with the 500 ohm resistor was 9 tenths of one volt with spikes reaching 2 volts, was well within the PSC limits. Today the limits of the PSC is one volt with a 500 ohm resistor for a total of one and a half being total allowable. Even at the standards of today the negative effects that we encountered in 1996 would still be the same.

A neighbor that installed a EGS grounding system informed us that similar issues on their farm went away and herd health improved. The fact that my brother had only two choices left we choose to listen to a voltage consultant and not the PSC. We installed the expensive grounding system to lower the voltage limit to zero and were on our way to regaining the healthy herd that we once had. Majority of farmers choose the second option, that is to sell out. At that time farmers did not understand voltage issues and presumed that those who talked about voltage problems were crazy and were just looking for excuses for poor management. Over the years those farmers who chose to be nonbelievers of voltage issues and became victims of the poor PSC standards one by one went out business.

The Senate and Assembly bill that would put the power of regulating wind energy into the hands of the PSC and take away local zoning control is troubling to me as a dairy farmer. With the electrical issues that farmers from around the state have been dealing with for the past 20 years and being ignored, it only stands to reason that many farmers know that the PSC standards on wind energy will be just as negligent. Many land owners that signed contracts for wind energy easements did not realize the negative effects that they will impose on themselves as well as their neighbors. Today there is proof that PSC standards on wind energy projects are greatly flawed. Once again the problem is that legislators and the PSC are denying that problems exist. Blinded by a feel good solution to a much greater problem legislators are being misled into a belief that something like wind turbines will not have negative effects on those who are left to live around them.

Attachment 1, 2, & 3 Letters from Navitas about wind energy project

In March of 2004 my brother and I were sent information about a wind energy project. Our farm is between the Twin Creeks Wind Park and Carlton Wind Project, both by the same company. Notice that Attachment 2 near the bottom where it says that they supply their own notary. Many of my neighbors were pressured to sign without knowing what they signed. To my knowledge no one sought legal advice. Contracts were signed with several landowners under the influence of alcohol. Free drinks of any kind were available to those who listened to presentation and sat around as they were approached with contracts to sign. Others signed when they let developers into their homes. Attachment 3, All were lured into contracts with a \$1000 paid upon signing Lease and Wind Easements. Farmers that dealt with voltage issues and knew what happened in the Town of Lincoln Kewaunee stayed clear of wind developers contracts..

Attachment 4 Navitas Lease and Easement Agreement

This is a 19 page document that any good lawyer would not allow a client to sign. This contract would put limits on what a landowner could do on his own land. Page 2 of agreement puts all land in the discretion of the developer for all purposes even buildings involved with wind energy with no regard to owner. Page 3 explains lease time period of 20 years with two 5 year options. It bothered me that they did not they did not just go with a 30 lease agreement. Reason for this is that lease agreements are only allowed for up to 20 years. You must remember that this is a lease easement which is different. Page 18 & 19 show where description of lease and easements are separate. When a owner would die or sell a property under a wind agreement the land use for the wind project would remain under the same conditions for the owner of the wind park and rightfully so. This part would be considered a easement because a lease stops with the passing of ownership of a property. Payment plans fall under lease, which it under discretion of the developer if payments would have continue to the new owner. It is very possible that someone could buy a property and not know that the wind rights are owned by a developer or the turbine on that property would never provide income to new owner. This is why wind developers pray on old people. Odd are that they will not have to make payments and still would have rights to the property for wind purposes. Page 5 shows that a landowner has a restrictions in which a building or even planting a tree is at the discretion of the wind developer. A farmer might not be able to expand his farming operation. This happened in the Town of

Carlton Kewaunee County. A farmer bought a neighboring property with the purpose of expanding to his existing and later found out that the land was under lease. The Town of Carlton Wind Ordinance protected the rights of the farmer with the fact that no permit was in place for a turbine and that the farmer never signed a contract and refused any payments. This is an example of local zoning protecting it's residents. Page 6 explains insurance. It is unclear that insurance for damage would cover nonparticipating land owners if property damage or other issues would arise in the future. Liability could fall on hosting landowner. Page 7 At the top of the page explain that any losses because of turbine is not the responsibility of the wind developer. This means that if land destruction, noise, shadowing effects, and electrical pollution effects people and cattle on your property that you can not hold the wind developer liable. Page 14 Confidentiality clause reveals that the owner may not disclose information of project such as payments and any other information in this contract. Page 17 Notice who the president of Navitas is. Greg Jaunich has a long nasty tract record in the wind energy industry. It is obvious that in towns and counties are forced to deal with PSC standards they will not have a way to solve problems that could otherwise be solved with local zoning methods.

Attachment 5 & 6 Information on Greg Jaunich

Attachment 5 shows that Greg Jaunich has involved and founded several wind turbine companies. As of late he was the strategic consultant for Boreal Energy. He was on various government wind committees including American Wind Energy Association. Attachment 6 explains where Greg is now. Prison for fraud for false meter readings from inactive turbines. He also found ways to gain payment from governments by splitting up turbines on multiple owned land and 30 turbines were put up on 15 separate legal entities that would qualify for state subsidy. This Law was dubbed Jaunich law. Does Wisconsin have protection from this?

Greg Jaunich was also involved in the Right To Farm Lawsuit in Sawyer County known as the cranberry case. Along with 13 other plaintiffs a lawsuit challenging The Right to Farm Law was upheld in all courts. Unfortunately Greg Jaunich will probably try to use this law to protect wind farms. Up until lately most wind farms were called wind parks. My question is who would benefit if a challenge between a farmer and a wind developer arose? With contracts in place landowners that signed would have no legal grounds and those who are nonparticipating would be up against multi-million dollar companies which could manipulate The Right to Farm Law into something that would benefit wind developers and not the farmers that the law was intended to protect.

Attachment 7 Engineers comments in article

Wisconsin has one of the weakest grids in the country. With wind turbines coming online it is said by grid engineers that they will be challenged by increases and decreases in current outputs. To dairy farmers who realizes how voltage issues effect cattle, it does not take much to realize that this posses a real problem. Local ordnance that mandate pretesting would help prove where the voltage is coming from. The PSC will probably use the wording, national code of compliance. This does not do anything but look in a ordnance to those who know little about electrical pollution.

Attachment 8 Emerging Energies claim against Town of Mishicot

This claim is being used for scare purpose only. Wind turbine developers often threaten with nonsense lawsuits like this to scare town boards into giving in to their demands. Landowners, especially the elderly are threatened and give into these demands and stay quite in fear of the confidentiality clause that the contracts have. Town and County zoning will have a better chance of finding out about this fraud type actions by developers because if people are going to tell anyone, it is probably their neighbor or Town Official. In the local areas people are more trusting of each other, and if the PSC controls zoning there will be no action taken.

Legislation need to introduced to eliminate contracts that have a confidentiality clause. If a business is legitimate no such clause should be needed. If there is a problem with developer the PSC would be the only ones that would intervene. This legislation must cover the issue of understanding the wording in lease easements. Far to often landowners are misled into leases only to realize that they have given up their rights to their land after it's too late. Local ordinances can address issues that were on purpose left out of the lease agreements.

In other parts of the country liens are being placed on owners of the land on which wind turbines were installed. With wind developers selling projects on a regular basis landowners are at risk of finical issues that could leave long term implications in future business transactions. Agriculture does not benefit from wind turbines when local involvement is eliminated and therefore legislators should not take away local zoning control. SB 185 & AB 256 seem by many as a act of anti-American legislation.



Attachment 1

March 22, 2004

Greg Jaunich • President

T 612.370.1061
F 612.370.9005
gjaunich@windpower.com

3001 Broadway Street NE
Suite 695
Minneapolis, MN 55413
www.windpower.com

William Hlinak
3709 County Road BB
Two Rivers, WI 54241

RE: Proposed Wind Generation Project in Manitowoc County, Wisconsin

Dear William:

I represent Navitas Energy, a Minneapolis-based company with a successful history of developing wind turbine generation projects in the Upper Midwest. Navitas is presently making plans to build a utility-scale wind energy project in Manitowoc County, Wisconsin.

Navitas is in the process of identifying land for the purpose of installing and operating up to 50 wind turbine generators. Navitas leases the land on which turbines are sited and pays the owner of the land an annual "operating payment". Your property was selected as a desirable location on which to site one or more wind turbines. Enclosed is information about our company and wind energy.

Each wind turbine will have the capacity to generate up to 2.0 megawatts of power. The turbines will have a hub height of between 250 and 330 feet. Typically, the footprint of a turbine requires about 1/2 acre of land, including the access road and utilities; the land under and around the turbine can continue to be utilized for agricultural or existing purposes.

Navitas invites you to attend a meeting to learn more about this exciting project. It will be held at the Fox Hills Conference Center, 250 W. Church Street, Mishicot, on Tuesday, April 6th. For your convenience, two meeting times--2:30 PM and 7:00 PM--are being offered to accommodate your schedule. The same format will be used for both meetings at which time Navitas staff will provide information about the proposed project location and timing, and answer questions about leasing your land for wind turbine installation. Refreshments will be served.

Please RSVP to Mary Grantham (ext 124) or Matthew Hill (ext 142) at 800.955.6234. If you have any questions, feel free to contact me or Mary at that same number.

Best regards,

A handwritten signature in black ink, appearing to read "Jerrid Anderson".

Jerrid Anderson, P.E.
Project Manager



Attachment 2

September 24, 2004

William & Jerome Hlinak
3709 County Road BB
Two Rivers, WI 54241

RE: Proposed Carlton Wind Energy Project in Kewaunee County

Dear William & Jerome:

I would like to give you an update on the status of the Carlton Wind Energy Project. The response from landowners has been very positive thus far. To date, we have approximately 2000 acres under lease. Navitas will continue its efforts to acquire land for the Carlton Wind Farm. I urge you to contact me if you have any questions about the project or would like to meet with me. I have enclosed a recordable Memorandum of Option to Lease, Lease and Wind Easements which Navitas will file with the Kewaunee County Recorder upon your entering into the Lease and Wind Easement if you choose to do so. This document will acknowledge the existence of the lease and its basic terms and conditions but does not make public what we feel to be proprietary information.

This document, as well as the lease, needs to be notarized. I am a notary for the State of Wisconsin and I would be happy to offer my services.

If you have any questions, please feel free to contact me at 800-955-6234. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Michael D. Arndt".

Michael Arndt
Project Developer

Enclosure: Memorandum of Option to Lease, Lease and Wind Easement

**Estimated Revenue Worksheet
Twin Creeks, Wisconsin Wind Farm**

Developer: Navitas Energy, Inc.
3001 Broadway Street NE, Suite 695
Minneapolis, MN 55413
800-955-6234

Attachment 3

Turbine Capacity
2 MW

Lease and Wind Easement Payments

Option Payments

\$500 per year

(First two years' payments--\$1000.00--paid upon signing Lease and Wind Easement.)

Operating Payments

Option 1: Fixed Plan

\$2,250.00 per MW installed capacity, paid annually =
\$4,500.00 per turbine

Option 2: Escalated Plan

1st Year

\$1,839.00 per MW installed capacity, paid annually =
\$3,678.00 per turbine

Subsequent Years Adjusted annually using the Consumer Price Index (CPI)

Operating payments are paid annually beginning at the time of commercial operation.

Other Pertinent Information

Less than one acre of land is required for each turbine. The number of turbines sited on your land will depend on the availability of other land under lease surrounding your parcel, the size of your parcel(s), and the terrain.

The number of turbines projected for installation in this project is 49.

Lease and Wind Easement Instructions

Attachment 4

Thank you for your interest in our wind energy project. These instructions will guide you through the process of completing the enclosed papers/forms, which are to be completed when you have made a decision to lease your land for the project.

Enclosed you will find the following:

- Option to Lease, Lease and Wind Easement Agreement
- W-9

Please fill in the appropriate information in the blank spaces

- Agreement

- Page 1

- the date you sign the lease
 - the landowner's name (based on the county's records and tax statements you receive.) If jointly owned, please list ALL owners.
 - the county(ies) in which the parcel(s) is/are located

- Section 4-8

- the name, address and phone number of the individual who is to be the main contact for correspondence

- Signature Page

- sign the leases on the lines under "OWNER" in the presence of a notary public
 - notary public must sign in the appropriate section
 - select the payment plan of your choice

- Appendix A

- enter the landowner's name
 - enter the parcel ID number(s) affiliated with the parcel(s) to be included in the lease (number is on the tax statement)
 - write a parcel description (i.e. The North One Half (N ½) of the Southeast One Quarter (SE ¼), Section 18, Township 21 North, Range 23 West (Mishicot), Manitowoc County (80 acres)

- please enter a description of each parcel

- W-9

- Name and address of landowner(s) to receive payment
 - If a husband/wife, siblings, etc. will receive a share, please list information for both individuals as well as share of payment
 - Provide a social security # for each individual receiving payment if filing as individuals
 - If a corporation, LLC or partnership is the owner, please list the Taxpayer ID Number.

RETURN THE FOLLOWING

You may use the same envelope the leases were in when provided to you, which is pre-addressed.

- Option to Lease, Lease and Wind Easement
- Copies of the tax statements for each parcel to be leased (Will not process for payment unless a separate tax statement is received for each parcel.)
- Completed W-9 (if land is jointly owned, please specify who is to receive payment)
- Any other paperwork that may be necessary:
 - Copies of any other leases or easements currently on the parcels (i.e. oil or gas leases)
 - Deed or Will showing transfer of ownership if tax statement does not reveal true ownership
 - Power of Attorney if you're signing for another individual

If at any time you need assistance with this process, please call us at 800-955-6234 and speak with someone in our development office.

Upon receipt by Navitas Energy, the leases will be signed by the company's authorized representative. Payment is typically processed within 10 days of receipt, unless there are some underlying issues with the lease that need to be resolved first (ie, leases come back unsigned or not notarized, additional paperwork (Power of Attorney, tax statements, deeds, etc.) required.) Payment will be issued along with a copy of the fully executed lease.

Attachment 4

OPTION TO LEASE, LEASE, AND WIND EASEMENT AGREEMENT

This Option to Lease, Lease, and Wind Easement Agreement (this "Agreement") is made, dated and effective as of _____, 200____ (the "Effective Date"), between _____ ("Owner"), and Navitas Energy, Inc., a Minnesota corporation ("NEI") based on the following terms and conditions.

ARTICLE I OPTION TO LEASE

1. Option to Lease. Owner hereby grants NEI an exclusive option to lease the real property of Owner located in the County of _____, State of Wisconsin as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), which comprises part or all of the property owned by Owner as described on Exhibit B (the "Easement Property").
2. Term of Option. This option shall be for a term commencing on the Effective Date and continuing initially for five (5) years (the "Option Period"). During this Option Period, NEI shall have the exclusive right to study the feasibility of wind energy conversion on the Property and to exercise its other rights under this Agreement.
3. Consideration for Option. NEI shall pay Owner one thousand Dollars (\$1,000) within fifteen (15) days of signing this Agreement, which will be payment for the remainder of the current month and full payment for the next twenty-four (24) consecutive months. Payable within the first ten days of the first full calendar month following the second anniversary of this Agreement NEI shall pay Owner five hundred Dollars (\$500.00) per calendar year thereafter to and including the calendar year preceding the Operations Date (as defined in Article II, Section 7.1 below). Option Payments will discontinue on the earlier of the date on which the Option is exercised or termination of this Agreement. NEI, at its sole option, shall have the right to discontinue such payments at any time during the Option Period with a thirty (30) day written notice to Owner, at which time this Agreement shall terminate.

4. Exercise of Option. NEI shall exercise its right to lease the Property by providing written notice to Owner at any time prior to the termination of the Option Period [or the onset of Construction] (the "Lease Effective Date"). If this option shall lapse or is otherwise terminated by NEI, neither party shall have any further obligation or liability to the other. "Construction" means the excavation for the wind turbine foundation, and specifically does not include any of the Development Activities, the construction of roads, or the installation of utilities.

ARTICLE II LEASE

1. Lease and Confirmation. If NEI exercises its option to lease the Property pursuant to Article I, Owner shall lease to NEI the Property (the "Lease").

2. Purpose of Lease. The Lease is solely and exclusively for wind energy purposes, and NEI shall have the exclusive right to use the Property for wind energy purposes. For purposes of this Agreement, wind energy purposes means converting wind energy into electrical energy, collecting and transmitting the electrical energy so converted, with any and all activities related thereto (the "Facility Activities"), including, 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) erecting, constructing, reconstructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, overhead and underground electrical cables, overhead and underground communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences, meteorological towers and wind measurement equipment, and other facilities and equipment associated with or operated in conjunction with large wind turbine installations (collectively the "Windpower Facilities") on the Property; and (c) undertaking any other activities, whether constructed by NEI or a third party authorized by NEI, that NEI reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including, without limitation:

(i) the right of ingress to and egress from the 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 NEI may construct from time to time ("Access Rights"); and,

(ii) the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with the Windpower Facilities: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom; provided that such line or lines or towers and above-ground wires and/or cables shall be permitted only within the boundaries of public utility easement(s) or public rights of way unless Owner otherwise expressly agrees in writing, and (b) all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property.

3. Relocation of Windpower Facilities. NEI may change the proposed location of any of the Windpower Facilities by up to fifty (50) lineal meters from their initially proposed

location in connection with the initial installation of the Windpower Facilities (with a corresponding adjustment in the Property configuration if necessary to preserve substantially equivalent access/egress to and from, setbacks and continuity of the Windpower Facilities) so long as the alignment and placement of such relocated item or items are substantially in conformity with the Property configuration and such relocation would not require the adjustment of the boundary of the Property by more than fifty (50) meters (measured at right angles to the original line). If relocation of proposed Windpower Facilities is deemed necessary or desirable by NEI, the parties shall reasonably cooperate to equitably adjust the boundaries and configuration of the Property to accommodate such relocation. If NEI desires to change the location of installed Windpower Facilities outside of the boundaries of the then established Property configuration, NEI may do so only with Owner's prior written consent, which shall not be unreasonably delayed, conditioned or withheld. NEI may change the proposed location of any of the Windpower Facilities within the Property at any time if such change does not require any change in the configuration of the Property.

4. Term of Lease. The term of the Lease shall be twenty (20) years from the Lease Effective Date (the "Initial Term").

5. Option to Renew. NEI and any of its successors and assigns shall have the right to extend the term of the Lease as provided in this paragraph. NEI and any of its successors or assigns may, by notice to Owner no later than thirty (30) days prior to the expiration of the Initial Term, elect to extend this Agreement for an additional five (5) year period commencing upon the expiration of the Initial Term (the "First Renewal Term"). Similarly, NEI and any Tenant or Assignee may, by notice to Owner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend this Agreement for an additional five (5) year period commencing upon the expiration of the First Renewal Term (the "Second Renewal Term"). With respect to each extension of the term of this Agreement, Owner and NEI shall execute in recordable form under Wisconsin law and NEI shall then record a memorandum evidencing the extension, satisfactory in form and substance to NEI.

6. New Lease. If, at any time during the term of this Agreement, NEI deems it to be necessary or desirable to meet legal or regulatory requirements, NEI may request that Owner re-execute a new lease substantially in the form of this Lease with a term equal to the remaining term of this Lease remaining as of the date of execution of the new lease, and Owner shall execute and enter into the new lease with NEI or its designee.

7. Rental. In consideration of the Lease, NEI will pay Owner the following:

7.1 Operating Fees. If and when a wind turbine or other power generation facility comprising Windpower Facilities is installed on the Property and begins delivering electricity on a commercial basis (i.e., operates for reasons other than testing) to utility transmission lines ("**Operations Date**"), and for so long as the Windpower Facilities remain on the Property until their physical removal therefrom ("**Removal Date**"), NEI shall pay to Owner operating fees from one of two operating payment plans. Operating fees shall be paid annually and shall be due within thirty (30) days after the Operation Date or the anniversary of the Operations Date. Owner can choose from one of the following two operating payment plans:

Fixed Plan: Operating payments are to be fixed annual payments of \$2,250 per megawatt of installed capacity on the property.

Escalated Plan: The operating payment for the first year will be \$1,839 per megawatt of installed capacity on the Property. Subsequent annual payments are to be adjusted for inflation using the Consumer Price Index (CPI-U). NEI will adjust each annual payment from the initial payment by the same percent change, over the same time period, as the U.S. Bureau of Labor Statistics "Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. Average for All Items". The CPI-U index values for the month of November in the respective operating year shall be used in the calculation, including the calculation for the last annual payment.

7.2 Fees During Construction Period. From the Lease Effective Date through the Operations Date NEI shall pay to the Owner an annual fee equal to one thousand dollars (\$1,000) which shall be due within thirty (30) days of the Lease Effective Date and each anniversary of the Lease Effective Date until the earlier of the Operations Date or the termination of this Agreement.

8. Ownership of the Windpower Facilities. Owner shall have no ownership or other interest in any of the Windpower Facilities installed on the Property, and NEI may remove any or all of the Windpower Facilities at any time. Owner disclaims, waives and releases any claim that the Windpower Facilities constitute fixtures, regardless of how the Windpower Facilities are affixed to the Property.

9. Taxes. NEI shall pay any increase in the real property taxes levied against the Property as a result of the installation of the Windpower Facilities on the Property including any reclassification of the Property as a result of the Windpower Facilities or this Agreement. NEI shall not be liable for taxes attributable to facilities installed by Owner or others on the Property, or to the underlying value of the Property itself. It is a condition precedent to Owner's right to payment or reimbursement of any such increased taxes hereunder that Owner submit the real property tax bill to NEI within six (6) months after Owner receives the bill from the taxing authority.

10. Utilities. NEI shall pay for all electrical and telephone/communication facilities furnished to the Windpower Facilities.

11. Termination.

11.1 NEI's Right to Terminate. NEI, and its successors and assigns, shall have the right to terminate the Lease as to all or any part of the Property at any time, effective upon thirty (30) days written notice to Owner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property. In the event of a partial termination, NEI and Owner shall execute a new Memorandum of Lease in recordable form evidencing the change in Property subject to the Lease.

11.2 Owner's Right to Terminate. Except as qualified by Article IV, Section 4, Owner shall have the right to terminate the Lease if (a) a material default in the performance of NEI's obligations under this Agreement shall have occurred and remains

uncured, or (b) unless otherwise agreed by Owner and NEI, NEI its successor and/or assigns have not achieved the Operations Date on or before the thirty (30) month anniversary of the Lease Effective Date. Owner must simultaneously notify NEI, any successor and/or assign, and all Leasehold Mortgagees (as later defined) in writing of the default, which notice shall set forth in reasonable detail the facts pertaining to the default and specify the method of cure. NEI shall remedy the default within sixty (60) days, or within one hundred twenty (120) days in the case of any successor and/or assign, or, if cure will take longer than sixty (60) days for NEI or one hundred twenty (120) days for any successor and/or assign, NEI, or any successor and/or assign on NEI's behalf, must diligently undertake the cure within the relevant time period and thereafter prosecute the cure to completion.

11.3 Effect of Termination. Upon termination of the Lease, whether as to the entire Property or only as to part, NEI shall upon written request by Owner, execute and record a quitclaim deed to Owner of all of NEI's right, title and interest in and to the Property, or to that part thereof as to which the Lease has been terminated, exclusive of the Windpower Facilities thereon and any continuing easement or right established pursuant to this Agreement to survive the Lease term.

12. Successors and Assigns. The Lease shall burden the Property and shall run with the land. The Lease shall inure to the benefit of and be binding upon Owner and NEI and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

ARTICLE III EASEMENT

1. Easement. Owner hereby, as of the Effective Date, grants NEI an easement for wind energy purposes (as defined in Section II.2) on, up, over and across the Easement Property (the "Easement"). NEI shall have the exclusive right to convert to energy all of the wind resources on, up, over or across the Easement Property. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Easement Property, which shall consist horizontally three hundred sixty degrees (360°) from any point where any of the Windpower Facilities are or may be located at any time from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Easement Property, together vertically through all space located above the surface of the Easement Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Easement Property through each Site to each point and on and along such line to the opposite exterior boundary of the Easement Property. Trees, structures and improvements located on the Easement Property as of the Effective Date shall be allowed to remain and NEI may not require their removal. Owner may not (i) place or plant any trees or (ii) place or build any structures or improvements on the Easement Property after the Effective Date which may, in NEI's sole judgment, impede or interfere with the flow of wind to any Site or Windpower Facility, unless Owner has received written approval from NEI for any such trees, structure or improvement.

uncured, or (b) unless otherwise agreed by Owner and NEI, NEI its successor and/or assigns have not achieved the Operations Date on or before the thirty (30) month anniversary of the Lease Effective Date. Owner must simultaneously notify NEI, any successor and/or assign, and all Leasehold Mortgagees (as later defined) in writing of the default, which notice shall set forth in reasonable detail the facts pertaining to the default and specify the method of cure. NEI shall remedy the default within sixty (60) days, or within one hundred twenty (120) days in the case of any successor and/or assign, or, if cure will take longer than sixty (60) days for NEI or one hundred twenty (120) days for any successor and/or assign, NEI, or any successor and/or assign on NEI's behalf, must diligently undertake the cure within the relevant time period and thereafter prosecute the cure to completion.

11.3 Effect of Termination. Upon termination of the Lease, whether as to the entire Property or only as to part, NEI shall upon written request by Owner, execute and record a quitclaim deed to Owner of all of NEI's right, title and interest in and to the Property, or to that part thereof as to which the Lease has been terminated, exclusive of the Windpower Facilities thereon and any continuing easement or right established pursuant to this Agreement to survive the Lease term.

12. Successors and Assigns. The Lease shall burden the Property and shall run with the land. The Lease shall inure to the benefit of and be binding upon Owner and NEI and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

ARTICLE III EASEMENT

1. Easement. Owner hereby, as of the Effective Date, grants NEI an easement for wind energy purposes (as defined in Section II.2) on, up, over and across the Easement Property (the "Easement"). NEI shall have the exclusive right to convert to energy all of the wind resources on, up, over or across the Easement Property. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Easement Property, which shall consist horizontally three hundred sixty degrees (360°) from any point where any of the Windpower Facilities are or may be located at any time from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Easement Property, together vertically through all space located above the surface of the Easement Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Easement Property through each Site to each point and on and along such line to the opposite exterior boundary of the Easement Property. Trees, structures and improvements located on the Easement Property as of the Effective Date shall be allowed to remain and NEI may not require their removal. Owner may not (i) place or plant any trees or (ii) place or build any structures or improvements on the Easement Property after the Effective Date which may, in NEI's sole judgment, impede or interfere with the flow of wind to any Site or Windpower Facility, unless Owner has received written approval from NEI for any such trees, structure or improvement.

Windpower Facilities on the Property. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, losses in value, profits and the like that may result from Windpower Facilities' installation and operation and Owner's loss of use of the portion of the Property occupied by the Windpower Facilities pursuant to this Agreement. Owner authorizes NEI to take reasonable safety measures to reduce the risk of damage to the Windpower Facilities or the risk that the Windpower Facilities will cause damage, injury or death to people, livestock, other animals and property. NEI may construct fencing around the perimeter of the Windpower Facilities as NEI may deem necessary or appropriate to secure or enclose the same and take other security precautions if it is determined by NEI, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury without unduly burdening Owner's use of the Easement Property. The expense for any and all fencing constructed by NEI, or other security measures taken by NEI, shall be borne solely by NEI.

1.4 Requirement of Governmental Agencies. NEI, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders and regulations of any governmental agency applicable to the Windpower Facilities. NEI shall have the right in its sole discretion, to apply for rezoning of the Property, seek amendments or revisions to applicable zoning and wind use ordinances, statutes and regulations, and to contest by appropriate legal proceedings, brought in the name of NEI or in the names of both NEI and Owner where appropriate or required, the validity or applicability to the Property or the Windpower Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, at no out-of-pocket expense to Owner. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by NEI, but NEI shall protect Owner from NEI's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

1.5 Construction Liens. NEI shall keep the Property and Easement Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with the installation and operation of Windpower Facilities on the Property pursuant to the Agreement; provided, however, that if NEI wishes to contest any such lien, NEI shall be allowed up to ninety (90) days after it receives notice of the entry of final judgment, to remove such lien from the Property or Easement Property pursuant to applicable law.

1.6 Hazardous Materials. NEI shall not violate, and shall indemnify Owner against any violation by NEI or NEI's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local environmental laws or regulations, on or under the Property.

1.7 Removal of Facilities. Within six (6) months from the expiration or termination of all rights under this Agreement, NEI shall remove all Windpower Facilities, including foundations, to a depth of forty two (42) inches below grade, and NEI's access rights shall continue for such period. If NEI fails to remove any of the Windpower Facilities within the required time period, such Windpower Facilities shall be considered abandoned by NEI and Owner may remove these Windpower Facilities from the Property and dispose of them in its sole discretion without notice or liability to NEI. In the event NEI fails to remove any Windpower Facilities as required, and Owner removes such Windpower Facilities at Owner's expense, NEI shall reimburse Owner for the reasonable costs of removing those Windpower Facilities as required by this Agreement, less any salvage value received by Owner, within forty five (45) days after receipt of an invoice from Owner.

1.8 Crop Damage. The parties anticipate and acknowledge that Owner may suffer damage to crops, tile, fences, and other property or improvements on the Easement Property during NEI's construction of the Windpower Facilities on the Property. NEI shall pay Owner fair compensation for any such losses or damage, and, if the parties cannot reach agreement as to an amount which would constitute fair compensation, the issue shall be submitted to arbitration before U.S. Arbitration and Mediation of the State of Wisconsin or any other arbitrator mutually agreed to by the parties. After construction is complete, NEI shall not be responsible for any losses of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow crops or otherwise use the Property.

1.9 Conservation Programs. To the extent NEI's installation or construction of the Windpower Facilities requires the removal of any of the Property from participation in the Conservation Reserve Program or similar program in which it was enrolled and qualified at the time NEI's applicable installation or construction began at such site, and Owner incurs any penalties or reimbursement obligations to the government agency administering the program related to the period after disqualification as a consequence, NEI agrees to reimburse Owner the amount of such penalties and obligations or pay the amounts on behalf of Owner. Owner shall notify NEI of any new areas of the Property that become qualified and enrolled in any such program(s) after the Effective Date promptly upon such qualification and enrollment and shall also notify NEI of any such penalties or reimbursement for which NEI is responsible under this Section, together with an accounting and copies of the underlying documentation and billing and receipts.

2. Owner's Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants as follows:

2.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to NEI the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property (including spouses) are signing this Agreement as Owner. When signed by Owner, this Agreement

constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

2.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity other than NEI, whether located on the Property, Easement Property, or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Development Activities or Facility Activities; or the undertaking of any other activities permitted hereunder.

2.3 Title Review and Cooperation. Owner shall cooperate with NEI to obtain non-disturbance and subordination agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Owner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to NEI under this Agreement. Owner shall also provide NEI with any further assurances and shall execute any estoppel certificates, consents to assignments, or additional documents which may be reasonably necessary for recording purposes or otherwise reasonably requested by NEI.

2.4 Requirements of Governmental Agencies/Lenders. Owner shall assist and fully cooperate with NEI, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews and clearances or any other approvals required or deemed desirable by NEI in connection with the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Windpower Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto.

2.5 Indemnity. Owner will defend, indemnify and hold harmless NEI for, from and against liability for physical damage to property (including, without limitation NEI's roads) and for physical injuries or death to NEI or any of its successors, assigns, tenants, invitees, contractors or the public, to the extent caused by the operations or activities of Owner or its invitees, permittees or tenants.

2.6 Hazardous Materials. Owner shall not violate, and shall indemnify NEI and hold NEI harmless for, from and against any violation by Owner or Owner's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Owner shall also indemnify NEI, hold NEI harmless and defend NEI for any environmental condition existing on the Property prior to the Effective Date or caused by any party other than NEI.

2.7 Quiet Enjoyment. Owner covenants and warrants that NEI shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Owner or any person lawfully or equitably claiming by, through or under or superior to Owner subject to the terms of this Agreement.

3. Assignment; Subleases; Transfers. NEI may sell, assign, sublease, pledge, encumber and otherwise convey (collectively, a "Transfer") any of its rights, title and interest under this Agreement. NEI will provide Owner notice of such Transfer. Owner shall cooperate with any such Transfer, including but not limited to delivering written confirmation of the terms of this Agreement. Upon receipt of notice of a Transfer, Owner agrees to deliver any notices (including notices of default) to such transferees.

4. Mortgagee Protection. In the event a mortgage, trust deed or similar security interest of NEI, or its successors or assigns, in this Agreement (a "Mortgage") is held by any person (a "Leasehold Mortgagee"), then such Leasehold Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protection, upon delivery to Owner of notice of its name and address:

4.1 A Leasehold Mortgagee shall have an interest in only those rights granted by NEI in the Mortgage including some or all of the operation, lease and easement rights granted to NEI hereunder (the "Leasehold Estate").

4.2 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the Leasehold Estate by any lawful means (subject to the provisions hereof); (c) to take possession of and operate the Windpower Facilities or any portion thereof and to perform all obligations to be performed by NEI hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the Leasehold Estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the Leasehold Estate to a third party. Owner's consent shall not be required for the acquisition of NEI's Leasehold Estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

4.3 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by NEI, Owner shall give written notice of the default to each Leasehold Mortgagee concurrently with delivery of such notice to NEI, as applicable, specifying in detail the alleged event of default and the required remedy. In the event the Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay when due any rent, real property taxes, insurance premiums or other monetary obligation of NEI under this Agreement; any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to NEI and any of its successors and assigns after NEI's receipt of notice of default, plus, in

each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary default; and (ii) thirty (30) days in the event of any non-monetary default, provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Windpower Facilities (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for NEI and perform the duties of NEI hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of NEI hereunder. Owner shall not terminate the Lease prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(c) During any period of possession of the Windpower Facilities or Leasehold Estate by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by NEI hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of NEI's leasehold estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, the Lease shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; (provided, however, the Leasehold Mortgagee or party acquiring title to the leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("non-curable defaults"). Non-curable defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of the Leasehold Estate by such party.

(d) Any Leasehold Mortgagee or other party who acquires NEI's Leasehold Estate pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on NEI by this Agreement incurred or accruing after such party no longer has ownership of the Leasehold Estate or possession of the Windpower Facilities.

(e) Neither bankruptcy nor insolvency shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable to Owner hereunder are paid by the Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend the Agreement beyond the Agreement term or to require a Leasehold Mortgagee to continue foreclosure

proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, the Agreement shall continue in full force and effect.

4.4 New Lease to Mortgagee. If this Agreement terminates because of NEI's default or if the Leasehold Estate is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after any such event, enter into a new agreement concerning the Property, on the following terms and conditions:

(a) The terms of the new agreement shall commence on the date of termination, foreclosures, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, at the same rent and subject to the same terms and conditions set forth in this Agreement. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

(b) The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter a new agreement, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by NEI its successors or assigns, as applicable, under the terms of the Agreement up to the date of execution of the new agreement, as if the Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of NEI under the terms of the Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by NEI and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults. Any new agreement with the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the new agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of NEI thereunder.

(d) After the termination, rejection or disaffirmance of this Agreement and during the period thereafter during which any Leasehold Mortgagee shall be entitled to enter into a new agreement concerning the Property, Owner will not terminate any sublease or the rights of any sublease thereunder unless such sublease shall be in default under such sublease. During such period, if the Owner shall receive any rent and other payments due from subleases, including subleases whose attornment it shall have agreed to accept, it will do so as agent of such Leasehold Mortgagee and shall deposit such rents and payments in a separate and segregated account in trust subject to a right of setoff against amounts due to Owner; and, upon the execution and delivery of such new agreement, shall account to the tenant under said new agreement for the rent and other

payments made under said subleases; and the tenant shall thereupon assign the rent and other payments due under said subleases to any Leasehold Mortgagees under the Agreement. The collection of rent by the Owner acting as an agent pursuant to this Section shall not be deemed an acceptance by Owner for its own account of the attornment of any sublease unless Owner shall have agreed in writing with such sublease that its tenancy shall be continued following the expiration of any period during which a Leasehold Mortgagee may be granted a new agreement, in which case such attornment shall take place upon such expiration but not before. Owner shall not be under any obligation to enforce any sublease.

(e) If more than one Leasehold Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Leasehold Mortgagee requesting such new agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force and effect.

(f) The provisions of this Section 4 shall survive the termination, rejection or disaffirmance of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, NEI and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of the Agreement to the date of execution and delivery of such new agreement, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for a new agreement as set forth herein are complied with.

4.5 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of the Agreement to the contrary, the parties agree that so long as there exists an unpaid Leasehold Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation or release of this Agreement from NEI prior to expiration of the term without the prior written consent of the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

4.6 No Waiver. No payment made to Owner by a Leasehold Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Agreement; and a Leasehold Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

4.7 No Merger. There shall be no merger of this Agreement, the Lease or Easement created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the Lease or Easement or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in Property and all persons (including Leasehold Mortgagee) having an interest in this Agreement or in the estate of

Owner and NEI shall join in a written instrument effecting such merger and shall duly record the same.

4.8 Further Amendments. At NEI's request, Owner shall amend this Lease to include any provision which may reasonably be requested by a proposed Leasehold Mortgagee; provided, however, that such amendment does not impair any of Owner's rights under this Agreement or substantially increase the burdens or obligations of Owner hereunder. Upon the request of any Leasehold Mortgagee, Owner shall execute any additional instruments reasonably required to evidence such Leasehold Mortgagee's rights under this Agreement.

5. Force Majeure. If performance of the Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, terrorism, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirements of any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

6. Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of NEI, and any of its successors and assigns, all information pertaining to the financial and other terms of this Agreement, NEI's site or product design, methods of operation, methods of construction, power production or availability of the Windpower Facilities, and the like, whether disclosed by NEI, and any of its successors and assigns, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents; (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity; or (iii) is necessary for disclosure of the obligations of this Agreement to any subsequent Owner of the Property or Easement Property. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of NEI, and any of its successors and assigns. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by NEI.

7. Short Form. Owner and NEI shall execute in recordable form and NEI shall then record a short form of this Agreement satisfactory in form and substance to NEI and Owner. Owner hereby consents to the recordation of the interest of a transferee in the Property.

8. Notices. All notices or other communications requires or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, NEI or NEI's successors and assigns, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Owner:

Phone: _____

If to NEI:

Navitas Energy, Inc.
3001 Broadway Street NE, Suite 695
Minneapolis, MN 55413
(612) 370-1061

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and NEI respecting its subject matter. Any agreement, understanding or representation respecting the Property, the Easement Property, this Agreement, the Option, the Lease, the Easement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

10. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the county in which the Property is situated.

11. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.

12. Tax Credits. If under applicable law the holder of a leasehold interest in the nature of that held by NEI, or any successor or assign, under this Agreement becomes ineligible

for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at NEI's option, Owner and NEI shall amend this Agreement or replace it with a different instrument so as to convert NEI's interest in the Property to a substantially similar interest that makes NEI eligible for such tax credit, benefit or incentive.

13. Counterparts. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Owner and NEI have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date

NAVITAS ENERGY, INC.
A Minnesota corporation

OWNER(S)

By: _____
Gregory J. Jaunich
Its: President

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

Fixed Plan Initials _____

Escalated Plan Initials _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by GREGORY J. JAUNICH, the President of Navitas Energy, Inc., a Minnesota corporation.

Notary Public

STATE OF Wisconsin)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____ and _____, husband and wife.

Notary Public
My Commission expires: _____

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

(Please include a copy of each parcel's tax statement.)

<u>PARCEL #</u>	<u>SHORT LEGAL DESCRIPTION</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>	<u>ACRES</u>

EXHIBIT B

DESCRIPTION OF EASEMENT PROPERTY

Unless otherwise set forth in this Exhibit B, and notwithstanding anything to the contrary in the Agreement, the Easement Property is the same as the Property described in Exhibit A above.

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Attachment 5

QUICK LINKS
 RECENT NEWS
 FAQ
 CONTACT US

ABOUT US

PROJECTS

KNOWLEDGE

INVESTORS

Company Background Management Key Facts

AN EXPERIENCED, ACTIVE MANAGEMENT TEAM TO LEAD BOREAL TO SUCCESS



Management

Boreal Energy's founders and management have previously planned, developed, financed and operated more than \$300 million of wind energy assets and have been involved in the development and financing of over 500 MW of power in both small and large wind farms.



Darryl M. Wallin, Chief Financial Officer

Darryl Wallin has more than 25 years of experience as a senior financial manager. He has held Controller- and CFO-level positions with companies ranging from high growth start-ups to established mid-sized companies with \$100 million in revenues and 400+ employees, including three publicly held companies. His broad range of experience spans financial control and administration, acquisition and divestiture management, and being a key management member of an Initial Public Offering. Responsible for the financing and accounting functions for Boreal Energy, Mr. Wallin holds a Bachelors of Science in Business with an emphasis in accounting from the University of Minnesota.



Jolene Altman, Director of Wind Energy Accounting

Jolene Altman has more than 20 years of financial accounting and internal auditing experience, including more than two years experience in accounting for wind farm operations. She served as Assistant Vice President of Operations for Bremer Bank in addition to holding senior audit positions for Deluxe Corporation and MSI Insurance. Mrs. Altman's management and reporting skills include internal and external financial reporting and control, auditing and general accounting. She has been involved in a number of professional organizations, including the Institute of Internal Auditors, Financial Women International and the Minnesota Bankers Association. Mrs. Altman graduated cum laude from the University of Minnesota, Duluth and holds a Bachelor of Science in Business with emphases in finance and accounting. She received her Certified Internal Auditor designation in 1988.



Gregory J. Jaunich, Strategic Consultant

Greg Jaunich is a co-founder of Boreal Energy and has 14 years of experience in the wind industry. He has been involved in the development, marketing and financing of over 300MW of power in both small and large wind. Since 1992, he has founded three wind energy companies, including Northern Alternative Energy, Inc., (NAE) and was a pioneer in developing the first commercial wind farm in Iowa. As President, he grew NAE to form Navitas Energy, Inc., currently one of the largest independent developers of wind energy production facilities in the U.S. with approximately 2,500MW of wind power in various stages of development. Mr. Jaunich also has served as advisor to U.S. government administrations, the Department of Energy and Department of Defense on wind power policy matters. He has been on several Boards including the American Wind Energy Association (six years), an elected position, and Energy Alley (ten years). As full-time Strategic Consultant to Boreal Energy, he provides insight into wind project development and assessment, and advises on successful strategies to acquire high-efficiency wind farms and maximize returns. Mr. Jaunich holds a Bachelor of Arts in Government from St. John's University.

Attachment 8

**NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM, CLAIM, AND
ITEMIZATION OF DAMAGES PURSUANT TO § 893.80 WIS. STATS.**

33070

To: Town of Mishicot, Wisconsin
Attention: Connie Tesarik, Town Clerk
Town of Mishicot
710 North State Street
Mishicot, WI 54228

Town Chairperson
Chuck Hoffman
2020 Steiners Corners Road
Two Rivers, WI 54241-9714

Supervisor
Lee Stefaniak
10533 Division Drive
Two Rivers, WI 54241-9228

Supervisor
Dean Anhalt
2016 East Tapawingo Road
P.O. Box 272
Mishicot, WI 54228-9432

SERVED
DAY 18 MONTH 04 YEAR 08
TIME 8:30am
ADDRESS MISC-Admin
ROBERT C. HERMANN SHERIFF
MANITOWOC COUNTY
Judy Stahl
DEPUTY SHERIFF

NOTICE OF CLAIM

PLEASE TAKE NOTICE that Emerging Energies, LLP, a Wisconsin Limited Liability Partnership, by and through its attorney, Ritger Law Office, by Edward J. Ritger, 675 Wolf Road, P.O. Box 371, Random Lake, Wisconsin, 53075, hereby make claim against the Town of Mishicot (the "Town") and the Town Chairman and Town Supervisors, collectively and individually, pursuant to § 893.80, Wis. Stats., as applicable¹, for their damages arising out of actions taken by, or omissions of, the Town Chairman and Town Supervisors and Town with respect to the Town Chairman and Supervisors and Town Board's refusal to make a recommendation after the public meeting with property owners, as required by Manitowoc

¹ The Claimants are aware that compliance with § 893.80, Wis. Stats., is not needed to maintain federal and/or U.S. Constitutional claims. The Claimants are placing such federal and/or Constitutional claims within this document so the individual Town Supervisors and Town Chairman and Town Board are fully aware that the Claimants intend to make such claims and seek damages from the Town Supervisors and the Town Chairman as individuals to the extent authorized by law.

County Ordinance § 24.07(2)(q), on or about February 5, 2008.

CIRCUMSTANCES GIVING RISE TO CLAIM

The entity making this claim is Emerging Energies, LLP, 3664 Lakeview Road, Hubertus, Wisconsin, a Wisconsin limited liability partnership.

1. The Town of Mishicot is subject to § 24.07(2)(q) (2007), of Manitowoc County's Large Wind Energy System Ordinance (the Ordinance), as well as Wis. Stat. § 66.0401 (2008).
2. Emerging Energies, LLP, seeks to build a wind energy system in the Town of Mishicot consisting of seven wind turbines for the generation of electrical power.
3. Emerging Energies, LLP, has been informed that it must comply with the Ordinance as a prerequisite to construction of its wind energy system.
4. The Ordinance includes the following provision:

The owner must provide a site plan, the information specified in sub 8.18(3), and the following additional information:

Written statement from the town board for each township in which a large wind energy system is located stating that the township has held a public meeting with surrounding property owners and providing the town board's recommendation.

Manitowoc County, Wis., Ordinance, § 24.07(2)(q) (2007).

5. Emerging Energies requested a public meeting with surrounding property owners on April 11, 2007, pursuant to the requirement of the Ordinance.
6. Through its Board of Supervisors, the Town Chairman, and Town Supervisors, held a public meeting with surrounding property owners on May 16, 2007, at the Mishicot High School Library, pursuant to the requirement set forth in the Ordinance.
7. A request was made by Emerging Energies, LLP, to the Mishicot Town Board, for a written recommendation, so that Emerging Energies could comply with the Ordinance and proceed with plans to build a wind energy system. The date of the request was January 24, 2008.

8. During the Town of Mishicot's monthly board meeting, held February 5, 2007, Chairperson Hoffman moved to table the request for recommendation. The motion was seconded by Supervisor Stefaniak. All votes were in favor.
9. The Town Chairman and Town Supervisors, acting under color of law as a Town Board, refused to provide a written recommendation as required by law.

STATEMENT OF CLAIM

Emerging Energies, LLP, 3664 Lakeview Road, Hubertus, WI 53033, demands that:

1. The Town Board supervisors and Town Board chairman and Town make a written recommendation as required by Manitowoc County Ordinance, § 24.07(2)(q).
2. The financial damages to Emerging Energies, LLP, arising from the Town Chairman's, Town Supervisor's and Town's unlawful delay in making a written recommendation be determined and awarded to Emerging Energies, LLP, which damages at present are estimated to be \$2,000,000, and which increase in amount every day.

ITEMIZATION OF DAMAGES

The claimant, Emerging Energies, LLP, has been damaged as follows:

1. For violation of its civil rights to equal protection of the law as to each ^{law} Town Supervisor acting in an individual capacity purportedly under color of in the amount of \$1,000,000.00 for each month which elapses from February 5, 2008.
2. For punitive damages due to the willful and malicious actions of the Town Supervisors continuing to deliberately thwart the ability of the claimant to make application to Manitowoc County for a Conditional Use Permit for its wind energy system in the amount of \$5,000,000 per supervisor (individually and/or in their governmental capacity).

Pursuant to §893.80(1)(b), Wis. Stats., you will be deemed to have disallowed this claim if you do not respond to it within one hundred and twenty (120) days from the date set forth below:

Attachment 6

Wind-power pioneer admits to inflated bills

Greg Jaunich, a longtime Minnesota wind-power entrepreneur, pleaded guilty Tuesday to mail fraud in connection with federal charges that he bilked Xcel Energy of up to \$400,000 with false meter readings from a couple of mostly inactive turbines. Jaunich's plea was accepted by U.S. District Judge Paul Magnuson. Jaunich, 47, who will be sentenced by Magnuson at a later date, faces a maximum penalty of up to 20 years in prison.

July 1, 2008 by Neal St. Anthony in Star Tribune

Greg Jaunich, a longtime Minnesota wind-power entrepreneur, pleaded guilty Tuesday to mail fraud in connection with federal charges that he bilked Xcel Energy of up to \$400,000 with false meter readings from a couple of mostly inactive turbines.

Jaunich's plea was accepted by U.S. District Judge Paul Magnuson. Jaunich, 47, who will be sentenced by Magnuson at a later date, faces a maximum penalty of up to 20 years in prison.

Jaunich was the manager of Northern Alternative Energy-Shaokatan Power Partners, one of numerous projects he owned or ran through several entities in Lincoln County in the blustery southwest corner of Minnesota.

On Sept. 25, 2003, Jaunich received from a Shaokatan employee meter readings for power produced by Shaokatan's wind turbines of 13,800 kilowatt hours and 6,200 kilowatt hours, according to the plea agreement. Jaunich instructed employees to bill Xcel for 1.84 million kilowatt hours, an amount that Jaunich knew was inaccurate. In fact, Jaunich knew that one of the turbines was not even up and operating some of the period.

The government charged that Jaunich continued to send inflated estimated bills to Xcel into 2004.

After he was charged in September, Jaunich said through his lawyers that he wouldn't risk a 15-year career in the industry by cheating a power company, as well as the Minnesota Department of Commerce, which provides rebates to small wind projects. Jaunich said he was swamped with multiple projects and that administrative errors shouldn't have been blown into a federal case.

His lawyer could not be reached for comment Tuesday.

At least one former employer and competitors tipped off investigators, according to court filings.

There also was bad blood in the neighborhood.

Locals blame Jaunich for violating the spirit of a 1990s law that was intended to exempt from property taxes small projects of up to 2 megawatts that are owned by local farmers and others.

In response to the Minnesota local-ownership law, Jaunich and investors erected more than 30 turbines in one project around 2000 that produced more than 30 megawatts. But the project was structured as 15 separate legal entities that would qualify for the state subsidy.

The Minnesota Legislature, at the behest of small competitors and the Commerce Department, passed legislation in 2003 that barred such corporate structures from getting the state subsidy. The law was dubbed the "Jaunich Amendment."

Web link: <http://www.startribune.com/business/22795174.html>

Attachment 7



May 22, 2008
Colorado, Opinions

Wind power could complicate electricity management

America's electric power grid is truly one of the wonders of the modern world. A combination of millions of miles of cables and wires, transformers, generating plants and, of course, hundreds of millions of customers who use the constantly available energy, the grid is the world's largest musical instrument, tuned precisely to within a fraction of a single note, 60 Hertz.

Every second of every day independent system operators, the folks who manage the grid's various regions, perform modern society's greatest balancing act by matching the fluctuating load created by each of us as we make toast, turn on lights, or adjust the air conditioning with the exact same generating capacity from the variety of energy sources available to them.

In today's world, coal- and natural gas-fired plants serve the majority of our national electrical demand. Large-scale hydroelectric turbines can, at any given time, provide for about 7 percent of total demand. Hydroelectric power is typically the energy used by the system operators to rapidly balance supply against demand, since it is available immediately, whereas steam plants take hours to reach operating temperature. Hydroelectric plants normally run at whatever levels match the inflows to their reservoirs so the lakes don't drain away, but when large amounts of power are needed the operators can ramp up production to much larger levels to match grid loads for short periods of time almost instantly.

These days we read and hear more and more about the exponential increases in renewable energy, particularly large wind farms such as those sprouting up on Colorado's front range and eastern plains. Colorado's Amendment 37 requires the state's largest utility companies to produce 10 percent of their energy from renewable sources by 2015. A subsequent legislative action doubled that to 20 percent by 2020.

The Denver Post reported recently that Vestas Wind Systems has announced plans to spend \$250 million to build the world's largest wind turbine tower factory in Colorado. This year, Vestas opened its first American blade manufacturing facility in Windsor, which is between Greeley and Fort Collins. The \$65 million, 350,000 square-foot facility eventually will produce more than 500, 40-meter wind turbines a year, according to company officials. Originally, the company planned to employ 450 people at full capacity. But an expansion announced late in 2007 added another 250 jobs.

This is all great news, right? Not if you are an independent grid system operator, and not if you're expecting all of this large scale wind power to help reduce global warming carbon emissions.

Wind power is by nature a notoriously intermittent source of power. Wind simply doesn't blow steadily all of the time. Therefore, the power output of all large scale wind farms goes up and down dramatically throughout the day, regardless of the demand for power on the grid.

Today, the grid's operators constantly track wind power's input and balance its fluctuations using

reserve power from already-operating hydro, coal and gas generators.

Since the total power wind contributes to the national capacity is still below that which hydro can deliver, this "spinning stock" routinely makes up for the increases and decreases the nation's wind systems provide. Most of the time.

Recently in Texas, which has more wind turbine energy sources than anyone else, system operators were forced to declare a power emergency when the wind suddenly just stopped blowing, cutting more than 3 billion watts from the grid.

Large scale industrial equipment was shut down by grid operators to lessen the load on the fossil-fueled generators, which were beginning to slow down under the increased load.

When these huge generators slow down, the single note the system is tuned to operate on, 60 Hertz, drops in frequency, increasing heat in all portions of the tuned system.

If the frequency changes too much, other automatic protection systems engage to shed more load, creating widespread "rolling blackouts" to protect the system's backbone. This was narrowly avoided last month in Texas.

But what happens when wind power reaches its mandated percentage of 20 percent of supply?

There aren't any more large scale hydroelectric dam sites in this country where additional spinning stock could be made available to match the much larger fluctuations in the wind power supply.

As wind power approaches Colorado's mandated levels, utilities will have few options. More rolling blackouts as the wind changes, or building more gas and coal fired generators that will have to burn fuel all the time in order to be hot and ready to take on the loads when the wind changes direction, slows down or stops. Massive storage of wind power simply isn't available with today's battery technology, and proposed alternative storage systems such as huge compressed air reservoirs that could spin turbines are still not available, or take more far more energy to compress and fill than they produce.

We've legislated large-scale renewable power, but the laws of physics and the laws of Colorado may not share the same basis. Large scale wind farms cannot replace a single coal, gas or nuclear facility. In fact, if the grid is to continue serving the massive constant demand it sees today, more wind will require more coal and gas plants to be built.

As large-scale wind power becomes a bigger percentage of the grid's supply, individuals who require uninterrupted power may need more local sources of reliable energy, such as on-site generators or battery-backed solar systems, to meet their needs when the grid is being balanced.

Without energy diversity, the more renewable power we mandate, the more unreliable the grid will become. The laws of physics simply can't be amended.

Bill Sepmeier is chief technical officer and Matthew Charles is marketing director for Grid Feeders in Eagle-Vail. To learn more, go to www.gridfeeders.com.

Vail Daily



Date? EB 185?

My name is Ann Wirtz. I temporarily live in rural Oakfield. I am married and have four children.

My family is leaving our home. We are leaving because we were forced to live among 400 ft. wind turbines.

We purchased our home in '97 and have spent more than a decade renovating a turn-of-the century old farmhouse. We invested a lot of money into this property.

In the last year we have been faced with several other devastating financial difficulties.

However, this is not why we are leaving our home.

We should be staying in our home where we had a locked in mortgage at 5%. But we are leaving in the worst of economies with affected credit that may not allow us to purchase another home.

I have not been able to sleep well for most nights since these turbines starting turning. I wake-up after only 1-2 hours of sleep and sometimes don't even fall back to sleep again. It can be a week at a time before I can sleep more than those 1-2 hours a night.

Since the wind turbines, we have had lost baby alpacas. I have been raising alpaca's since 2002. Last summer in 2008, after waiting almost a whole year for our new babies, we had 1 mother abort early in Spring, and then later in summer a second mother gave birth to a still-born baby.

Our family and our animals have experienced many, many health issues since the wind turbines have been turning.

We had placed our house on the market in Fall 2007. We had one very interested couple tell us that they just wanted to wait and see the impact of the wind turbines. They told us that if it were still available after the turbines were constructed they would contact us then. We have never heard from them again. Anyone interested expressed concerns over the wind turbines going in.

Our home will not sell for the money we have already invested into it. Not because of the market, because of the wind turbines. So we have been forced to just leave. I can not stay there any longer and stick any more money into a sinking property.

This needs to stop. There are doctors finding the facts of how low frequency affects health. Please do not turn the decision over to the same people who allowed this devastation to happen for me.

I have a more detailed article of the living where I do and I could almost update it daily.

Ann Wirtz

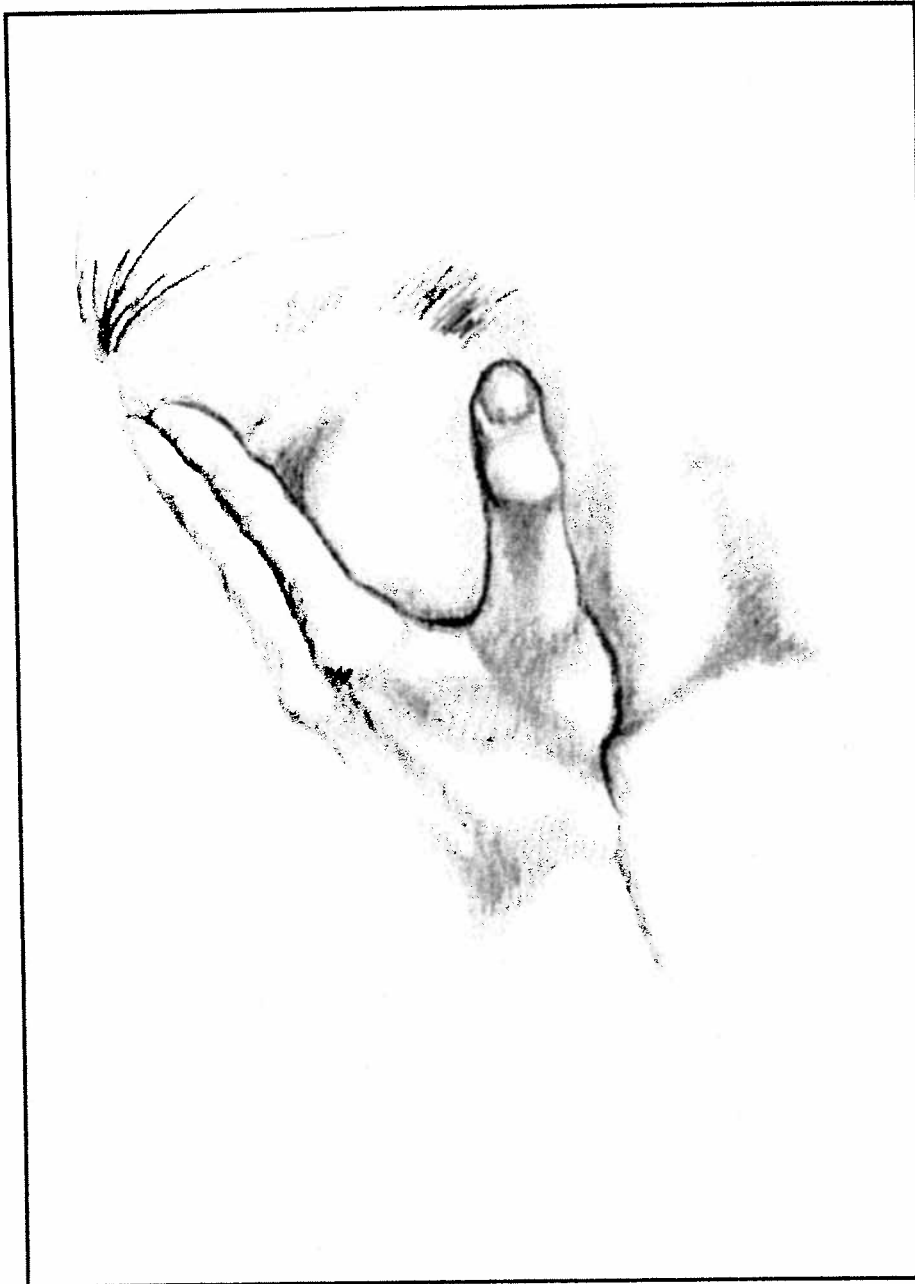
Testimony of ~~Ann~~ Ann Wirtz

- Wind Turbine Syndrome - <http://www.windturbinesyndrome.com> -

"I just know it's not good to live in this house anymore." (Oakfield, Wisconsin)

Posted By [admin](#) On May 2, 2009 @ 7:00 am In [-Home](#) | 2 Comments

My husband and I have decided to walk away from our property. I can't stand it here for another day. I can't leave soon enough. You may be able to put turbines up behind our home, but that doesn't mean I am going to do nothing when it affects my family's health and my animals' well-being—Ann Wirtz (4-6-09).

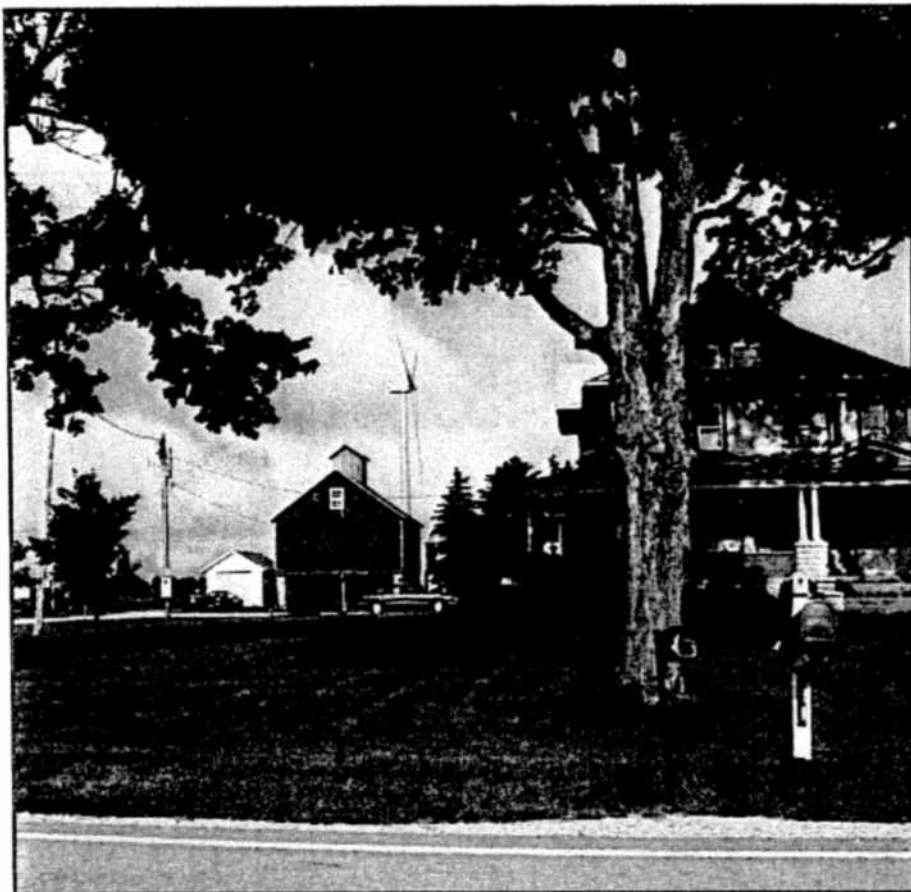


[1]

"Grief," by John Clum [2], with appreciation

April 6, 2009

In 1997 my husband and I purchased our current property. It was an old farmhouse in the country. We knew it would be work because the house and yard needed so much. So for more than the next decade we spent all our money improving our property and renovating our home. We buried barn ruins that had laid charred for years. We took down old buildings and fixed the ones we chose to leave. We dismantled a total of 3 old silos. We spent \$12,000 putting in a swimming pool and deck for our family.



[3]

Photo courtesy of Gerry Meyer

In 2005 we refinanced our home to add \$60,000 for all new cedar siding and new windows. We had come so far and were finally seeing that we had improved so much and that everything we envisioned was getting closer after years and years of hard work.

In 2002 I purchased two alpacas (llama type animals) for \$12,000 each. I started with 2 alpacas and kept breeding them to build my herd. I currently have 10.

Alpacas are very easy animals to raise. We never had any problems with birthing, breedings or daily care. An alpaca's gestation period is just shy of a year. This last summer, in 2008, after waiting a whole year for our new babies, we had one mother abort early in spring. Then in late summer our second mother gave birth to a stillborn baby.

Is this coincidental? I don't think so. Year after year I never had any problems, and then I lose two babies the first time I re-breed after the turbines were up.

I know it is not coincidental because the sounds that echo through the metal pole-shed our animals live in are unbearable at times. It is like being in a tin can with echoes of jet engines

running right outside. I spent an entire night out there while caring for the birthing mother and I knew in my heart what had happened here.



[4]

Photo by [Kickapoo Creek Alpacas](#) [5], with appreciation

Alpacas are gentle animals and, since dealing with the wind turbines, we have seen a huge change in the behavior of our animals. They are no longer gentle. They are very jumpy and always stressed.

All the years prior to this we never saw this behavior.

When we found out about the wind turbines that were going to be put up around our property, we listed our home for sale. Even without the remodeling complete, all realtors who came through thought it should bring a price of over \$300,000. We had an appraisal done that appraised the property for \$315,000 as it sat.

We had several interested parties, but everyone that looked at it asked what the roads were that were going in down the road. As soon as anyone found out they were the driveways for wind turbines that were to be constructed, the interest in the property stalled.

Month after month of getting the house perfectly cleaned for showings, we decided to just take it off the market.

My three older children are from a previous marriage. Their father and I divorced years ago when they were little kids. When the kids were little I always feared he would quit his job and I would not receive child support. Fifteen years later this fear came true.

In May of 2008 my children's dad left his job after 25 years of employment. I did not receive any child support from April to December of 2008. And even now it has been a struggle to get him to pay anything at all. I had to pay an attorney to take him back to court several times.

In June of 2008 several of our rental properties we had owned in the City of Fond du Lac were flooded. Three units were even condemned. We found ourselves faced with a financial disaster. We were faced with foreclosure on our condemned rental properties.

From there we looked at what we could do to restructure our financials. We had lost a lot of money in the rental properties. The animals I invested in are now a great risk to pay \$1000 to \$2500 to re-breed. So, in turn, my initial investment costs are wasted.

Everything we had was turning upside down fast. I had to make a decision. Did it make sense to stick any more money into our home to finish it? We were already being told we couldn't sell it for even close to what we already had in it. We had watched neighbors' homes sit on the market for years.

I am a mother of four children, and all these years we thought our home would be our nest egg. Now it is only another losing gamble as to if we could ever sell it. Not because of today's market, but because of the turbines behind our home. I talked with a couple of realtors and heard time and time again that people will not pay big money to live near these wind turbines. I was told we would have to price our home under \$200,000 in order to interest anyone. This is the same home we had just had appraised at \$315,000.

My husband is seeing a doctor for depression. I have a daughter who is seeing a specialist for serious stomach problems. I have had endless sleepless nights since the wind turbines went up. I constantly have feelings of anxiety. My children have complained of headaches and not sleeping well.

Let me ask you, What would you do?

I have been forced to make a decision I never thought I'd have to make. My husband and I have decided to walk away from our property. We can't wait years to sell it.



Photo courtesy of Gerry Meyer

I can't stand it here for another day. I can't leave soon enough. You may be able to put turbines up behind our home, but that doesn't mean I am going to do nothing when it affects my

family's health and my animals' well-being. The only recourse I have at this point is to just walk away.

I have a 21-year-old daughter in college, a 17-year-old son, a 16 and 8-year-old daughter.

It's too late for me to take any more chances. I have kids I need to get through college. I don't know how I'll do it. I just know it's not good to live in this house any more. This property I once loved and was so proud to own is of no use to me.

I have worked 60 hours a week for years, only to find myself with nothing. But my health as well as my family's cannot be sacrificed.

So as you read this, I do not know where we are going to live, but I do know it won't be under a wind turbine or anywhere near one. The safest bet would be to find a house right next door to the people who determine these setbacks, because no matter what they decide, it seems they are never the people affected.

Ann Wirtz
N11957 Hwy YY
Oakfield, Wisconsin 53065 (temporarily)

May 2, 2009 update: "We will be leaving in the next few months, as soon as we decide where exactly we are going. We have let foreclosure proceedings start. We were in court yesterday."

My husband and I have decided to walk away from our property. I can't stand it here for another day. I can't leave soon enough. You may be able to put turbines up behind our home, but that doesn't mean I am going to do nothing when it affects my family's health and my animals' well-being

---Ann Wirtz



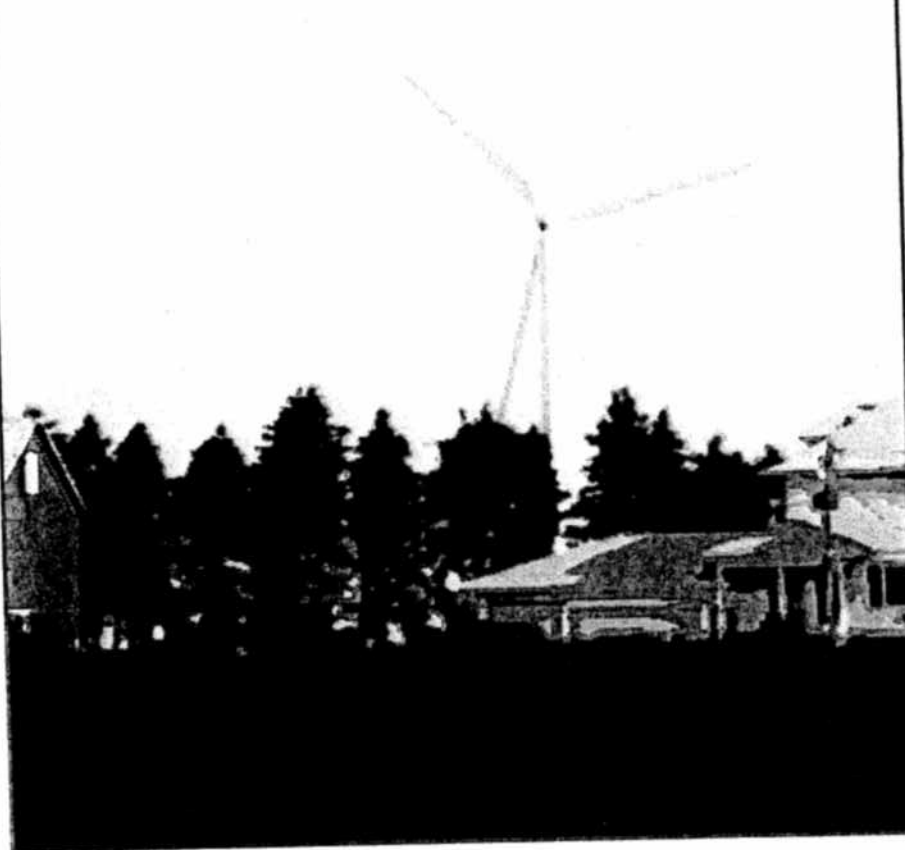
[7]

Photo courtesy of Gerry Meyer

Editor's note: Gerry Meyer (see his turbine diary [8]) is Mrs. Wirtz's neighbor. "Alpacas," he was told by Mrs. Wirtz, "give birth from 6 am to 12 noon, due to the fact they are mountain animals. This gives the newly-born alpaca time to dry off and get some strength in its legs before the cold night sets in. Before the turbines, her alpacas did give birth that way. Since the turbines went up, they have been birthing in the evening or even night-time."

Wind farms will devastate the countryside pointlessly.

-- James Lovelock



[9]

Photo courtesy of Gerry Meyer

Article printed from Wind Turbine Syndrome: <http://www.windturbinesyndrome.com>

URL to article: <http://www.windturbinesyndrome.com/?p=2241>

URLs in this post:

[1] Image: <http://www.windturbinesyndrome.com/wp-content/uploads/2009/05/grief-john-clum-447x637.jpg>

[2] John Clum: <http://www.fineartamerica.com>

[3] Image: <http://www.windturbinesyndrome.com/wp-content/uploads/2009/05/wirtzd-447x443.jpg>

[4] Image: <http://www.windturbinesyndrome.com/wp-content/uploads/2009/05/alpaca-b-447x335.jpg>



Date?

SB 185?

WIND TURBINES IN EASTERN WISCONSIN

PAT
CAR

Patrick J. Laughrin
W3752 Harrison Rd.
Hilbert, WI 54129
Town of Woodville
Calumet County

I am opposed to wind turbine (400 feet) farms in this area for the following reasons. There is a very low amount of possible wind available in Calumet County which results in low production of energy for high amount of investment (see attached report). It is further possible that the amount produced could be saved by conservation.

Please do not promote wind turbine farms for Calumet County any further and it is my suggestion that the money could be used to promote digesters for dairies which could help to save the agriculture land instead of using up valuable land as the wind turbines do.

The state is promoting the beauty of the escarpment for residents and tourists and it seems counter productive to put 400 foot wind turbines in this beautiful landscape.

The wind farms are good for a few people who have a turbine on their property and the rest of the taxpayers pay for their profits.

View the map (attached) for the proposed Green Power Superhighway.

study.

"This study nonetheless gives a clear idea of the scale of commitment it will take to integrate large amounts of renewable resources into the grid," said John Bear, president and chief executive of the Midwest Independent Transmission System Operator, based in Carmel, Ind.

Renewable energy

Joseph Welch, chairman and chief executive of ITC, said his company's vision fits in with President Barack Obama's goal to greatly expand the amount of renewable energy the nation uses. Obama has referred to the need to plug population centers such as Chicago to renewable energy that's generated in the Plains.

Eric Callisto, chairperson of the state Public Service Commission, is leading Wisconsin's work on the Upper Midwest plan, expected to be released this fall. Callisto said Monday he would not rule out a 765,000-volt line, and would be open to meet with ITC. But such a project would doubtless face much scrutiny and local opposition, he said.

"I'm not closing the door on anything, but right now the basic model that we have been comfortable with is 345 (kilo-volt) lines," Callisto said. "Certainly, we're going to look at larger lines if that

Green power superhighway unveiled

ITC Holdings Corp. on Monday unveiled a plan to build 765,000-volt power lines across the Upper Midwest, including in Wisconsin. The project, named Green Power Express, would cost at least \$10 billion and could take more than a decade to complete. The 3,000-mile network of lines would help import power from Plains states that have strong winds and are expected to see a big boom in wind power projects.

Classes of wind power density,

Wind power density/speed (mph)

- 100/9.8
- 200/12.5
- 350/14.3
- 150/11.5
- 250/13.4

Station sites

- EXISTING SITES
- GREEN POWER EXPRESS
- CONCEPTUAL EXTENSION



Source: Green Power Express BOB VEIERSTAHLER/veierstahler@journal sentinel.com

makes sense, but an unanswered question that we see in today's announcement is how do you pay for lines of this size and this cost."

"That's going to be a critical question for any line that is built, particularly anything that is proposed to be in the range of \$10 billion to \$12 billion."

Power lines of this size have been considered — but not proposed — by a group of utilities in the Upper Midwest that are participating in a power-grid upgrade known as CapX2020, said Laura McCarten, director of transmission planning at Xcel Energy of Minneapolis. That initiative's projects are focused pri-

marily in Minnesota, but project would cross into La Crosse area.

CapX2020 involves at least 11 utilities, including Xcel, Dairyland Power Cooperative of La Crosse and Wisconsin Energy of Sun Prairie. The project from the Minneapolis-St. Paul metropolitan area through Rochester, Minn., La Crosse would be 345,000 volts and cost \$390 million, according to Xcel.

In all, Xcel and its partner utilities already envision spending \$1.7 billion on the project and three other projects over the coming decade — both to upgrade the reliability of the power grid and to improve its ability to move green power east.

Randy Satterfield, spokesman for Pewaukee-based American Transmission Co., said the ITC proposal is worth looking at but needs to be reviewed in the context of the five-state Upper Midwest study group.

"Transmission construction is necessary for renewables, there's no doubt about it," ATC President José Delgado said recently. ATC is collaborating with the five-state group and is studying a stretch west of Madison for a possible power-line expansion, he said.

Power upgrades

That study is looking at up-

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any's proposal
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ng the nation
ls to have states
of their energy
turbines, solar
ther renewable
rger.
ge: much of the
n power is gen-
l areas far from
enters where
y is used.
released Mon-
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grid managers
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ore to beef up
on grid in the
l States — an
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to the Rocky
pending that
p the nation
ectricity from
rces by 2024.

% of the na-
from renew-
ould cost \$50
ling to the

economy
charities
ek cars

til the wheels fall off," said
source development counsel-
as Ministries in Milwaukee.
ares Ministries had 15 vehi-
n from 26 in 2006. So far this
son has asked about donat-
arity, which uses the prod-
vehicles to help people
il disabilities.
is accounted





American Wind Energy Association

WIND ENERGY: AN UNTAPPED RESOURCE

The United States has tremendous wind energy resources. Although California gave birth to the modern U.S. wind industry, 16 states have greater wind potential.

Installed wind energy generating capacity now totals 9,149 MW, and is expected to generate about 24.8 billion kWh of electricity in 2006. However, that is still less than 1% of U.S. electricity generation. By contrast, the total amount of electricity that could potentially be generated from wind in the United States has been estimated at 10,777 billion kWh annually—three times the electricity generated in the U.S. today.

These new wind farms demonstrate how wind energy can help meet the nation's growing need for affordable, reliable power. With continued government encouragement to accelerate its development, this increasingly competitive source of energy will provide at least six percent of the nation's electricity by 2020 and revitalize farms and rural communities — without consuming any natural resource or emitting any pollution or greenhouse gases.

THE TOP TWENTY STATES for wind energy potential, as measured by annual energy potential in the billions of kWhs, factoring in environmental and land use exclusions for wind class of 3 and higher.

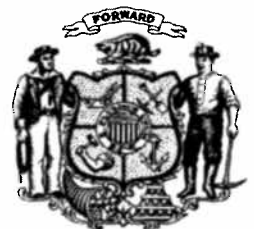
1	North Dakota	1,210	11	Colorado	481
2	Texas	1,190	12	New Mexico	435
3	Kansas	1,070	13	Idaho	73
4	South Dakota	1,030	14	Michigan	65
5	Montana	1,020	15	New York	62
6	Nebraska	868	16	Illinois	61
7	Wyoming	747	17	California	59
8	Oklahoma	725	18	Wisconsin	58
9	Minnesota	657	19	Maine	56
10	Iowa	551	20	Missouri	52

Source: *An Assessment of the Available Windy Land Area and Wind Energy Potential in the Contiguous United States*, Pacific Northwest Laboratory, 1991.

For more information, see AWEA's web page at <http://www.awea.org>.



WISCONSIN STATE LEGISLATURE



Date?

SB185?

I live at Brownsville in the Forward Energy wind project erected by the Invenergy Company of Chicago, IL. This IS a PSC approved project. I am here speaking today to speak out against this take over bill with the passion to help people of Wisconsin so they do not have to go through the hell of living in a carelessly sited industrial wind farm like the residents of this project and the Blue Sky project at Johnsburg, Cedar Ridge at Eden, and Butler Ridge in the Town of Herman. Officials say there are no complaints. These are lies because I hear of many complaints from all 4 of these wind farms. I just want to say that I have lived in the Town of Byron, Fond du Lac County for almost 38 years and have been a rural mail carrier in Brownsville and Oakfield for 31 years.

I have 5 of these large industrial wind turbines with 3/4 of a mile from my home. The closest is 1560' with another 2480', 2 at 5/8 mile and one at 3/4 of a mile. Often turbine #6 at 3/4 of a mile is louder than turbine 4 at 1560'. No scientific study was done by the PSC to place these turbines 1000' from a home, 440' from road or property line with a 50 Db sound limit. It is good to see that a few townships and one county have taken the extra effort using scientific data to create safe setback for their residents.

I would think everyone of you know about the serious health concerns, flicker and property value losses associated with wind farms. I have contacted many of you with these concerns in the past few months yet I need to bring them up once again. The health affects my family are experiencing are the loss of sleep, interrupted sleep, headaches, our son telling us "My head feels like it is spinning 100 miles an hour, ringing and buzzing in the ears, nausea, stress, tenseness, anxiety, light headedness, unusual throbbing in the base of the neck, tired much of the time, lack of motivation, anger (anger that government agencies have allowed this to happen and anger from the constant sound), trouble remembering names and facts, lack of feeling happy, chest pains and no longer dreaming which have affected us since the turbines began turning near our house on March 3, 2008. Where our war detainees are being held in Guantanamo Bay sleep deprivation is considered torture. Why is it allowed to happen to us living in a wind farm or even expected of us as our contribution to society?

It is not just the jet flying over sounds, the Chinook helicopter sounds. The whooshing and loud motor running sounds but the low frequency noise that is under lying the audible sound. Often my wife asks me if the turbines are loud. She can't hear them, however her body or inner ear is picking up the low frequency noise and causing headaches and sleep disruption.

When we go to our "cabin in the woods" not only is it peaceful there, but most of our symptoms go away or improve depending on how long we are away. We sleep all night there without interruption. The first time we went to our cabin after the turbines were up my wife told me, "Last night was the first night in weeks that I slept all night". When I get away from home I dream vivid dreams. One of the most frustrating affects my wife experiences is the constant ringing in her ears. That goes away when we go to

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our cabin. Also she has had two bouts of ear infections this winter which she has not had since her school days.

Our neighbors and friends in the wind farm tell us of similar effects and 3 farmers that I personally know in this project have told me of their regrets agreeing to host these large wind turbines and if they had the choice knowing what they now know would not have done this.

Property value loss is now a giant concern. I can tell you of 6 homes within 3 miles of my house that have been for sale over a year. I know one home owner that was told by a realtor she could not spend her marketing efforts on a home that will not sell. People ask me if living here is so bad why don't you move. First I wanted to give it a year. Next I did not want to just react, but plan. Also I know others have it worse than we do and now getting more educated I can't just leave a home that will take who knows how long to sell and for what low price. If wind energy companies tell us property values go up in a wind farm they should be mandated to provide property value protection to properties with 2 miles of a wind farm.

Wind energy companies tell us that shadow flicker is minimal and can be eliminated. More lies. It is not eliminated and is a major problem to MANY in this wind project.

In summary, my family's quality of life has been completely robbed by these large noisy industrial wind turbines. Our health has deteriorated in many different ways. Shadow flicker is a major problem, property devaluation is extremely serious and the constant night time flickering of red lights and general pollution of the skyline is terrible.

Bullies are very selfish and care more about themselves than others. Usually they are bigger and like to take advantage of those who are smaller.

Bullies get what they want by force even though no one should get away with bullying.

Once someone stands up to a bully, the problem usually goes away.

Wind developers and their friends are the bullies.

Are you, the leaders who are supposed to look out for the little guy, look out for the people, are you going to just let the bullies get their way? Or worse, are you going to actually hold down the little guys, so the bullies can hit them even harder?

We had these large industrial wind turbines shoved up our hind end. It does not feel good. Are you going to do the job the people elected you to do and protect our residents

Henry Meyy