

Setback Waiver from Wildcat Wind Farm I Lease

Section 7.6 Setback Waiver. To the extent that (i) Owner now or in the future owns or leases any land directly adjacent to the Property, or (ii) Tenant or any Affiliate thereof owns, leases or holds an easement over land directly adjacent to the Property and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner hereby -waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including any setback requirements described in any applicable zoning ordinance or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or such Affiliate. Further, if so requested by Tenant or any such Affiliate, Owner shall promptly, without demanding additional consideration thereof, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Tenant or such Affiliate deems necessary or convenient to the obtaining of any entitlement or permit.