

Read this before you sign Duke's Lease

What Duke Energy did not dispute

On May 27, 2011, Duke Energy Vice President Milton Howard wrote a letter to Pleasanton township residents and property owners disputing points made by the Arcadia Wind Study Group.

THESE ARE THE POINTS WE MADE THAT DUKE ENERGY DID NOT DISPUTE:

1. if you sign now, you will not have any bargaining power in the future – and you will not have any binding commitment from Duke as to where turbines will be located;
2. you are leasing your entire property to Duke;
3. in addition to 500+ foot high wind turbines, Duke can put roads, fences, transmission lines, equipment staging areas, 5-acre substations, administration, operations or maintenance buildings (each of which can use up to 3 acres of land) and so forth wherever it wants to do so on your property;
4. Duke can cause whatever “noise, audio, visual, view, light, vibration, air turbulence, wake, electromagnetic, television reception, shadow flicker, ice or weather created hazards” it sees fit, and you are giving up forever any rights against Duke in connection with these concerns;
5. you cannot do or allow anyone else to do anything on or with respect to your property which Duke believes interferes with its activities;
6. you cannot plant any trees, place any buildings or any other structures, or do anything else to which Duke objects within 500’ of a turbine or a “proposed wind turbine” on your property or an adjoining property -- note that all Duke has to do is to notify you that it proposes to put wind turbines at locations “X”, “Y” and “Z” on your property, and, whether or not it ever installs turbines or pays you anything other than a nominal acreage fee, your use of your property is severely restricted;
7. you have to do whatever Duke wants you to do to help it with permitting, approvals and authorizations;
8. you are committing to allow Duke to use your property for 29+ years in a manner that may prevent any other use of your property except farming and hunting;
9. Duke can back out of its deal with you at any time, with or without cause, by simply giving you 30 days’ notice (see 2.3), though you cannot back out of this agreement – even if you believe the wind turbines are causing health or other problems for you, your family, and/or your neighbors;
10. even after the Lease terminates, you may have to give Duke an easement over your property.