October 11, 2021

William E. Conley
Catherine A. Conley
8506 Bound Brook Lane
Alexandria, VA 22309

Re: ***Wind Farm Lease and Easement Agreement ("Agreement") and Recorded Memorandum of Wind Farm Lease and Easement Agreement ("Memorandum") by and between William E. Conley and Catherine A. Conely, Trustees of Conley Family Living Trust dated December 26, 2009 (as Amended and Restated January 21, 2012)(and any amendments thereto) ("Owner") and Pioneer Creek Wind Project, LLC ("Operator") – Pioneer Creek Wind Project, LLC***

Dear William and Catherine,

Enclosed for your records are fully executed originals of the above referred Agreement and Recorded Memorandum. If you have any questions about your compensation under the terms of the Agreement, please contact our Land Services Division at (855) 552-9872.

Sincerely,

Denise Enders

Denise Enders
Sr. Paralegal
Real Estate, Land Use and
Environmental Group

/kt

304



GRANTEE
NUMERICAL
PHOTOGRAPHED

STATE OF KANSAS, FORD COUNTY
This instrument was filed for
Record on 02/02/2021 11:15 AM
BOOK W: B: 2 P: 304
RECORDING FEE 95.00
TECHNOLOGY FEE 21.00
HERITAGE TRUST FEE 7.00
PAGES: 7
202100438
BRENDA POGUE, REGISTER OF DEEDS

Brenda Pogue

THIS SPACE FOR RECORDER'S USE ONLY

Prepared by & after recording return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
Telephone: (561) 694-4678

MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT

Date: November 23, 2020

Owner or Grantor: Conley Family Living Trust dated December 26, 2009

Operator or Grantee: Pioneer Creek Wind Project, LLC

Mailing Address of Operator: 700 Universe Blvd.
Attn: Land Services Administration
Juno Beach, FL 33408

Legal Description of Owner's Property: See Page 7

Deed Reference: None



MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is executed this 3RD day of November, 2020 ("**Effective Date**") by and between William E. Conley and Catherine A. Conley, Trustees of Conley Family Living Trust dated December 26, 2009 (as Amended and Restated January, 21, 2012)(and any amendments thereto), whose address for purposes of notices is: 8506 Bound Brook Lane, Alexandria, VA 22309 ("**Owner**" or "**Grantor**"), and Pioneer Creek Wind Project, LLC, a Delaware limited liability company, whose address for purposes of notices is: 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408 ("**Operator**" or "**Grantee**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Wind Farm Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a lease and one or more easements over and across certain real property located in the County of Ford, State of Kansas, described on the attached **Exhibit A** as the "**Owner's Property**" or "**Burdened Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms**. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option**. The period during which the Option may be exercised shall begin on the Effective Date, and shall continue for a period of thirty-six (36) months after such date ("**Initial Option Term**"). The Initial Option Term may be extended for one thirty-six (36) month extension period ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights**. If the Option is exercised, the Agreement allows Operator to construct and maintain turbines, met towers, collection facilities and related improvements for a wind energy project ("**Wind Farm**") at, on, over and under the Owner's Property, ingress and egress over Owner's Property to and from the Improvements, the Construction Property, the Turbine Site Property, the Collection Property, the Overhang Property, and the Met Instrument Site Property and otherwise as set forth in the Agreement, and for the purpose of surveying, testing and installing monitoring devices and the right to permit the rotors of turbines located on adjacent properties to overhang on to Owner's Property, all in accordance with and subject to the terms of the Agreement. The rights granted by Owner to Operator under the Agreement shall inure to the benefit of all the real property that constitutes the Wind Farm (the "**Benefitted Property**"). Owner acknowledges that the boundaries of such Wind Farm are subject to change throughout the term of the Agreement. As such, Operator shall have the unilateral right to add to, subtract from, modify or otherwise amend the description of the Benefitted Property at any time during the term of the Agreement by providing written notice to Owner that the description of the Benefitted Property has been modified.

4. **Term.** If the Option is exercised, the initial term of the Agreement is for a period commencing on the Commencement Date and ending fifty (50) years thereafter. Operator is granted two (2) options to extend the term of the Agreement for additional periods of twenty (20) years each.

5. **Wind Non-Obstruction Easement.** If the Option is exercised, Owner grants to Operator an easement for the right to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's Property for the Wind Farm. In connection with the provisions of Kansas Statute §58-2272, the Parties acknowledge and agree that any obstruction to the free flow of the wind is prohibited throughout the entire area of the Owner's Property (other than as a result of any such obstructions existing as of the Effective Date) which shall exist vertically and horizontally three hundred and sixty degrees (360°) from any point where any Turbine or Met Instrument is located at any time and for a distance from each Turbine and Met Instrument to the boundaries of the Owner's Property. Owner shall not engage in any activity on Owner's Property that might interfere with wind speed or wind direction over any portion of any Turbine or Met Instrument Site Property, whether located on or off the Owner's Property; cause a

decrease in the output or efficiency of any Turbine or accuracy of any meteorological equipment; or otherwise interfere with Operator's operation of the Wind Farm or exercise of any rights or the Lease granted in this Agreement.

6. **Effects Easement**. If the Option is exercised, Owner grants to Operator an easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Wind Farm or activity located on the Owner's Property or on adjacent properties over and across the Owner's Property.

7. **Exclusive Rights.** Owner agrees not to grant, convey, assign or provide any easement, license, permit, lease or other right for access across the Owner's Property for generation or transmission of power on or across Owner's Property to any third party in connection with the construction or operation of electrical generating or transmission facilities. This covenant shall not be interpreted to deny Owner the right to grant telecommunications providers appropriate rights to construct and maintain telecommunications facilities on or under the Owner's Property so long as the rights are granted in compliance with the requirements of the Agreement and do not interfere with Operator's operations.

8. **Hunting and Firearms Restrictions.** If Owner hunts and/or discharges firearms on and near the Operator Property, Owner shall take such precautions as are reasonable to ensure the safety of Operator's site personnel and the protection of Improvements on or near the Owner Property during and after construction of the Wind Farm.

9. **Rights Reserved.** The Agreement reserves to Owner, or Owner's tenant rights to farm and use areas of Owner's Property, to the extent limited in the Agreement. Operator waives any interest, claim or lien in crops grown on Owner's Property. Operator agrees that Operator's use of the Property is purely for commercial purposes and that Operator shall not conduct farming activities on the Property.

10. **Notices.** All notices or other communications required or permitted by the Agreement shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope to the addresses set forth in the preamble. Any party giving notice by electronic mail sent to a party at the electronic mail address furnished above must on request furnish proof that the notice was actually received. Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph.

11. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[*Signatures on Next Pages*]

EXECUTED on the date set forth below.

Owner:

Conley Family Living Trust dated December 26, 2009
(as Amended and Restated January, 21, 2012)

By: _____
William E. Conley, Trustee

By: _____
Catherine A. Conley, Trustee

ACKNOWLEDGEMENT

STATE OF VIRGINIA)
)
COUNTY OF ~~ARLINGTON~~ Fairfax)

On this 14th day of October, 2020, before me, the undersigned notary public, personally appeared William E. Conley and Catherine A. Conley, Trustees of Conley Family Living Trust dated December 26, 2009(as Amended and Restated January, 21, 2012), personally known to me to be the persons who subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

_____
NOTARY PUBLIC, STATE OF VIRGINIA Farhat Khan

My commission expires: 10/31/2021

FARHAT KHAN
NOTARY PUBLIC
REGISTRATION# 7719837
COMMONWEALTH OF VIRGINIA
COMMISSION EXPIRES OCTOBER 31,2021

EXECUTED on the date set forth below.

Operator:

Pioneer Creek Wind Project, LLC,
a Delaware limited liability company

By: _____
Anthony Pedroni, Vice President

ACKNOWLEDGEMENT

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

Sworn to (or affirmed) and subscribed before me **by means of ☒ physical presence or ☐ online notarization**, this 3rd day of November, 2020 by Anthony Pedroni, as Vice President of Pioneer Creek Wind Project, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

(notary seal)

_____
NOTARY PUBLIC, STATE OF FLORIDA Lisa R. Taube

My commission expires: 11/8/20

LISA R. TAUBE
Commission # GG 041742
Expires November 8, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

Legal Description of Owner's Property

Southwest Quarter (SW¼) of Section 3, Township 27 South, Range 22 West of the 6th P.M., Ford County, Kansas

Approx. 159 acres

QLA ID: 8951