STATE OF KANSAS, FORD COUNTY
This instrument was filed for
Record on 05/13/2022 10:06 AM
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RECORDING FEE 82.00
TECHNOLOGY FEE 18.00
HERITAGE TRUST FEE 6.00
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BRENDA POGUE, REGISTER OF DEEDS

Brenda Pogue

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REGISTER OF DEEDS OFFICIAL SEAL FORD COUNTY, KANSAS

(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Santa Fe Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Dept.

# MEMORANDUM OF AMENDED & RESTATED EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF AMENDED AND RESTATED EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 29th day of November, 2021 (the "**Effective Date**") by and between Melvin Strecker and Mary Linda Strecker, husband and wife ("**Owner**"), and SANTA FE WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

## RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of 2/28/2012, a memorandum of which was recorded on 4/17/2012 in Book 150 at Pages 867-872 in the official public records of Ford County, Kansas (including any amendments, modifications or extensions thereof, the "**Original Easement**"), whereby Owner granted an exclusive easement, *in gross*, to Developer, and Developer took an interest through the Original Easement from Owner on, over and across that certain real property located in Ford County, Kansas, as more particularly described in **Exhibit A** attached to the Original Easement ("**Owner's Property**").

B. Owner and Developer executed an Amended & Restated Easement for Wind Energy Development ("**Amended & Restated Easement**") of even date herewith to amend and restate the Original Easement in its entirety and to replace and supersede the Original Easement with this Amended & Restated Easement.

C. It being the intent of the Parties that the term of this Amended & Restated Easement shall continue to run from the Effective Date of the Original Easement in order to preserve Developer's priority in time in record title, the term "**Effective Date**" used throughout this

Memorandum and Amended & Restated Easement shall have and relate back to the meaning assigned to it in the Original Easement, being 2/28/2012.

D. The term "**Easement**" hereinafter used throughout this Amended & Restated Easement shall refer to and be one and the same as the Original Easement defined hereinabove in Recital A, as amended and restated pursuant to this Amended & Restated Easement.

E. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Amended & Restated Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Amended & Restated Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.

2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years from and after commencement of the Operations Period unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Noninterference; Exclusivity. As set forth in the Easement, Developer shall have the sole and exclusive right to harness and convert all of the wind resources on, over and across Owner's Property to wind generated energy, and to conduct Operations (including without limitation the installation or placement of WTGs, electrical transmission and distribution lines, substations, meteorological towers and transformers related to and as a part of a wind energy generation project) on Owner's Property. Owner is prohibited from granting, conveying, reserving or otherwise separating from the underlying fee title, and Owner shall not grant, convey, reserve or otherwise separate from the underlying fee title, any rights or interests whatsoever, including any easements, leases, licenses or other forms of grant or conveyance, related to the wind rights or wind resources on, over and across Owner's Property to any person or entity other than Developer at any time during and throughout the Easement Term for the purpose of or relating to conducting any Operations on, under, over or across Owner's Property, including but not limited to harnessing wind for the production of wind generated energy and the development, construction and operation of a wind energy generation project or projects. Any such purported grant, conveyance, reservation or other manner of separation from the fee title of any easement, lease, license or other rights or interests by Owner in contravention or violation of the terms and conditions of this paragraph is *void ab initio*.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full

description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum, by their duly-authorized representatives, as of the day and year first above written.

**OWNER:**

Melvin Strecker and Mary Linda Strecker, husband and wife

By: Melvin Strecker
Name: Melvin Strecker

By: Mary Linda Strecker
Name: Mary Linda Strecker

STATE OF Kansas )
) ss
COUNTY OF Ford )

On November 8th, 2021 before me, Notary Public, personally appeared Melvin Strecker and Mary Linda Strecker, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Lampe
Notary Public
My commission expires: 5-24-25

MICHELLE LAMPE
Notary Public - State of Kansas
My Appt. Expires 5-24-25

[Signatures continued on following page]

[Signatures continued from preceding page]

**DEVELOPER:**

SANTA FE WIND PROJECT, LLC,
a Delaware limited liability company

By: _____ DS KRW
Name: Brian Wixon
Title: Director of Land Acquisition

STATE OF MINNESOTA )
) ss
COUNTY OF LYON )

On November 24, 2021, before me, Ashley Kuhnau, (Notary Public), personally appeared Brian Wixon, Director of Land Acquisition of Santa Fe Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ASHLEY NICHOLE KUHNAU
NOTARY PUBLIC-MINNESOTA
My Comm. Expires Jan. 31, 2022

_____
Notary Public
Printed Name: Ashley Kuhnau
My commission expires: January 31, 2022

Prepared by Santa Fe Wind Project, LLC

## EXHIBIT A

## DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Ford County, Kansas described as follows:

The Southwest Quarter (SW¼) of Section 28, Township 25 South, Range 25 West of the 6th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.