

**AFTER RECORDING, PLEASE RETURN TO:**

RES America Developments Inc.  
330 2nd Avenue South, Suite 820  
Minneapolis, MN 55401

This document was prepared by:  
RES America Developments Inc.  
330 2nd Avenue South, Suite 820  
Minneapolis, MN 55401  
(612) 746-4028

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(space above reserved for recording information)

**MEMORANDUM OF EASEMENT AGREEMENT**

THIS MEMORANDUM OF EASEMENT AGREEMENT ("**Memorandum**") is made and entered into as of SEPTEMBER 12, 2016, by and between **Westra Raveling Holdings LLLP**, a North Dakota limited liability limited partnership ("**Owner**"), and Glacier Ridge Wind Farm, LLC, a Delaware limited liability company ("**Grantee**").

1. Agreement. Under the terms of that certain Wind Energy Easement Agreement dated SEPTEMBER 12, 2016 between Owner and Grantee (the "**Agreement**"), Owner granted to Grantee an option to acquire certain easements upon property owned by Owner and to designate certain portions of such property as the Easement Area upon exercise of its option. Grantee has exercised its rights pursuant to the Agreement and is now the holder of the easements and rights described in the Agreement (all of which provisions are specifically made a part hereof as though fully and completely set forth herein) with respect to that certain real property (the "**Premises**") located in the County of Barnes, State of North Dakota, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Agreement. All capitalized terms that are not defined within this Memorandum shall have the meaning set forth in the Agreement.

2. Term. The Easement Term is forty (40) years, commencing on the date of this Memorandum.

3. Easements. Owner grants certain easements (as more particularly described in the Agreement) to Grantee across the Premises, including, but not limited to (a) for the use of the Easement Area for the development and operation of a wind-powered electrical generating facility for the conversion of wind energy into electrical energy and the collection, conditioning and transmission of electrical energy, whether or not generated on the Premises, together with other related purposes and activities; (b) an easement to the right of ingress to and egress from the Windpower Facilities (whether located on the Premises, on adjacent property or elsewhere) over and across the Premises by means of all existing roads and lanes, or otherwise by such route or routes as Grantee may construct from time to time; (c) the right to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage of, remove, maintain and use certain transmission facilities; and (d) the following easements:

- (i) A non-exclusive easement, right, and entitlement on, over, across and under the Premises for any audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects whatsoever resulting directly or indirectly from any operations conducted on or facilities now or hereafter located on the Premise, or that are a part of the Windpower Facilities or the Project;
- (ii) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Premises which easement shall be located horizontally three hundred and sixty degrees (360°) from any point where any Turbine is or may be located (whether or not located on the Premises) at any time from time to time (each such location referred to as a “Turbine Site”) and for a distance from each Turbine Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, 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 Premises through each Turbine Site to each point and on and along such line to the opposite exterior boundary of the Premises. Trees, structures and improvements located on the Premises as of the date of the Agreement shall be allowed to remain and Grantee may not require their removal. Owner may not place or plant any trees, structures or improvements on the Premises after the date of the Agreement which may, in Grantee’s sole judgment, impede or interfere with the flow of wind to any Windpower Facility, unless Owner has received approval from Grantee for any such trees, structure or improvement; and
- (iii) An exclusive easement to permit the rotors of Turbines located on adjacent properties to overhang the Premises.

4. Additional Rights and Restrictions. The Agreement provides for additional rights and easements granted to Grantee with respect to the Premises and places certain additional restrictions on Owner’s rights to use the Premises, all as set forth therein.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Agreement and in no way modifies the express provisions of the Agreement. This Memorandum shall continue to constitute notice of the Agreement, even if the Agreement is subsequently amended.

6. Successors and Assigns. Owner and Grantee intend that the covenants, conditions and restrictions contained in the Agreement shall be both personal to Owner and Grantee and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. To facilitate execution, this Memorandum may be executed in as many separate counterparts as may be convenient or required. It shall not be necessary that the signature of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF this Memorandum of Easement Agreement has been executed as of the date first written above.

**OWNER:**

Westra Raveling Holdings LLLP, a North Dakota limited liability limited partnership

By: James L. Westra

Name: James L. Westra

Title: Owner

**GRANTEE:**

GLACIER RIDGE WIND FARM, LLC, a Delaware limited liability company

By: RES America Developments Inc., a Delaware corporation, its Manager

By: [Signature]

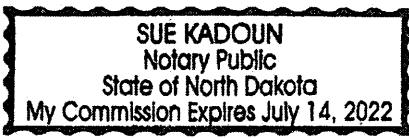
Name: Peter Rood

Title: Regional Vice President

STATE OF NORTH DAKOTA )  
COUNTY OF Cass ) ss.

On this 15<sup>th</sup> day of August, in the year 2016 before me personally appeared

James L. Westra, partner of Westra Raveling Holdings LLLP, a North Dakota limited liability limited partnership, known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.



Sue Kadoun

(Notary Signature)  
Notary Public, State of ND

Printed Name of Notary: Sue Kadoun

My Commission Expires: 7/14/2022



**EXHIBIT A TO MEMORANDUM OF EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF PREMISES**

**Noltinier Twp**

(24-2230300, 157.49 acres)

The Southwest Quarter (SW1/4) of Section Twenty-two (22), Township One Hundred Forty-one (141), Range Fifty-seven (57) West, Barnes County, North Dakota, less a 2.51 acre tract more particularly described as the west 75 feet of the SW1/4 of 22-141-57, excepting all that portion lying within 33 feet of the section lines.

And

(24-2240400, 153.55 acres)

The Southeast Quarter (SE1/4) of Section Twenty-two (22), Township One Hundred Forty-one (141), Range Fifty-seven (57), Barnes County, North Dakota, less (24-224040410) a 6.45 acre tract more particularly described as follows: Beginning at the southeast corner of said Southeast Quarter, then proceeding North along the quarter line a distance of 530 feet, then West at a 90° angle a distance of 530 feet, thence South at 90° angle a distance of 530 feet, thence East at a 90° angle along the South quarter line a distance of 530 feet to the point of beginning.

And

(24-2240410, 6.45 acres)

A tract in the Southeast Quarter (SE1/4) of Section Twenty-two (22), Township One Hundred Forty-one (141), Range Fifty-seven (57), Barnes County, North Dakota described as follows: Beginning at the southeast corner of said Southeast Quarter, then proceeding North along the quarter line a distance of 530 feet, then West at a 90° angle a distance of 530 feet, thence South at 90° angle a distance of 530 feet, thence East at a 90° angle along the South quarter line a distance of 530 feet to the point of beginning.

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**MEMORANDUM OF EASEMENT AGREEMENT**

THIS MEMORANDUM OF EASEMENT AGREEMENT ("**Memorandum**") is made and entered into as of SEPTEMBER 12, 2016, by and between **Leona R. Marshall**, a widow, having a life estate for and during her natural lifetime, and **Lee A. Marshall**, as to the remainder ("**Owner**"), and Glacier Ridge Wind Farm, LLC, a Delaware limited liability company ("**Grantee**").

1. Agreement. Under the terms of that certain Wind Energy Easement Agreement dated SEPTEMBER 12, 2016 between Owner and Grantee (the "**Agreement**"), Owner granted to Grantee an option to acquire certain easements upon property owned by Owner and to designate certain portions of such property as the Easement Area upon exercise of its option. Grantee has exercised its rights pursuant to the Agreement and is now the holder of the easements and rights described in the Agreement (all of which provisions are specifically made a part hereof as though fully and completely set forth herein) with respect to that certain real property (the "**Premises**") located in the County of Barnes, State of North Dakota, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Agreement. All capitalized terms that are not defined within this Memorandum shall have the meaning set forth in the Agreement.

2. Term. The Easement Term is forty (40) years, commencing on the date of this Memorandum.

3. Easements. Owner grants certain easements (as more particularly described in the Agreement) to Grantee across the Premises, including, but not limited to (a) for the use of the Easement Area for the development and operation of a wind-powered electrical generating facility for the conversion of wind energy into electrical energy and the collection, conditioning and transmission of electrical energy, whether or not generated on the Premises, together with other related purposes and activities; (b) an easement to the right of ingress to and egress from the Windpower Facilities (whether located on the Premises, on adjacent property or elsewhere) over and across the Premises by means of all existing roads and lanes, or otherwise by such route or routes as Grantee may construct from time to time; (c) the right to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage of, remove, maintain and use certain transmission facilities; and (d) the following easements:

- (i) A non-exclusive easement, right, and entitlement on, over, across and under the Premises for any audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects whatsoever resulting directly or indirectly from any operations conducted on or facilities now or hereafter located on the Premise, or that are a part of the Windpower Facilities or the Project;
- (ii) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Premises which easement shall be located horizontally three hundred and sixty degrees (360°) from any point where any Turbine is or may be located (whether or not located on the Premises) at any time from time to time (each such location referred to as a "**Turbine Site**") and for a distance from each Turbine Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, 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 Premises through each Turbine Site to each point and on and along such line to the opposite exterior boundary of the Premises. Trees, structures and improvements located on the Premises as of the date of the Agreement shall be allowed to remain and Grantee may not require their removal. Owner may not place or plant any trees, structures or improvements on the Premises after the date of the Agreement which may, in Grantee's sole judgment, impede or interfere with the flow of wind to any Windpower Facility, unless Owner has received approval from Grantee for any such trees, structure or improvement; and
- (iii) An exclusive easement to permit the rotors of Turbines located on adjacent properties to overhang the Premises.

4. Additional Rights and Restrictions. The Agreement provides for additional rights and easements granted to Grantee with respect to the Premises and places certain additional restrictions on Owner's rights to use the Premises, all as set forth therein.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Agreement and in no way modifies the express provisions of the Agreement. This Memorandum shall continue to constitute notice of the Agreement, even if the Agreement is subsequently amended.

6. Successors and Assigns. Owner and Grantee intend that the covenants, conditions and restrictions contained in the Agreement shall be both personal to Owner and Grantee and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. To facilitate execution, this Memorandum may be executed in as many separate counterparts as may be convenient or required. It shall not be necessary that the signature of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF this Memorandum of Easement Agreement has been executed as of the date first written above.

OWNER:

GRANTEE:

By: ~~\_\_\_\_\_~~

GLACIER RIDGE WIND FARM, LLC,  
a Delaware limited liability company

Name: ~~Lee A. Marshall~~

By: RES America Developments Inc.,  
a Delaware corporation, its Manager

Title: ~~\_\_\_\_\_~~

By: \_\_\_\_\_

By: Leona Marshall

Name: PETER ROOD

Name: Leona R. Marshall

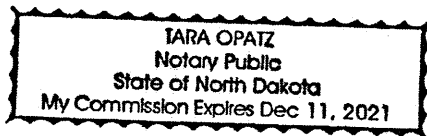
Title: REGIONAL VICE PRESIDENT

Title: Owner

STATE OF NORTH DAKOTA )  
COUNTY OF Barnes ) ss.

On this 12 day of August, in the year 2016 before me personally appeared

Leona R. Marshall, a widow, having a life estate for and during her natural lifetime, and ~~Lee A. Marshall~~ as to the remainder, known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.



Tara Opatz  
(Notary Signature)  
Notary Public, State of ND

Printed Name of Notary: Tara Opatz

My Commission Expires: \_\_\_\_\_

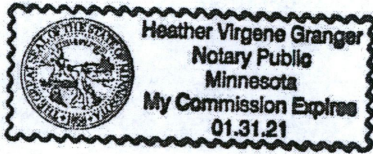
ME-4

2016 FINAL



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 12<sup>th</sup> day of SEPTEMBER, in the year 2016 before me personally appeared PETER ROOD, known to me to be the REGIONAL VICE PRESIDENT, of RES America Developments Inc., a Delaware Corporation, which is known to me to be the manager of Glacier Ridge Wind Farm, LLC, a Delaware limited liability company, described in and that executed the within and foregoing instrument, and acknowledged to me that such limited liability company executed the same.



(Seal)

H. Granger  
(Notary Signature)  
Notary Public, State MINNESOTA

Printed Name of Notary: HEATHER GRANGER

My Commission Expires: 01.31.21

**EXHIBIT A TO MEMORANDUM OF EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF PREMISES**

**Alta Twp**

**(01-0410120, 91.77 acres)**

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Four (4), Township One Hundred Forty (140), Range Fifty-seven (57), Barnes County, North Dakota.

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Minneapolis, MN 55401

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Minneapolis, MN 55401  
(612) 746-4028

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(space above reserved for recording information)

**MEMORANDUM OF EASEMENT AGREEMENT**

THIS MEMORANDUM OF EASEMENT AGREEMENT (“**Memorandum**”) is made and entered into as of SEPTEMBER 23, 2016, by and between **Leona R. Marshall**, a widow, having a life estate for and during her natural lifetime, and **James L. Marshall**, as to the remainder (“**Owner**”), and Glacier Ridge Wind Farm, LLC, a Delaware limited liability company (“**Grantee**”).

1. Agreement. Under the terms of that certain Wind Energy Easement Agreement dated SEPTEMBER 23, 2016 between Owner and Grantee (the “**Agreement**”), Owner granted to Grantee an option to acquire certain easements upon property owned by Owner and to designate certain portions of such property as the Easement Area upon exercise of its option. Grantee has exercised its rights pursuant to the Agreement and is now the holder of the easements and rights described in the Agreement (all of which provisions are specifically made a part hereof as though fully and completely set forth herein) with respect to that certain real property (the “**Premises**”) located in the County of Barnes, State of North Dakota, as more particularly described in Exhibit “A” attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Agreement. All capitalized terms that are not defined within this Memorandum shall have the meaning set forth in the Agreement.

2. Term. The Easement Term is forty (40) years, commencing on the date of this Memorandum.

3. Easements. Owner grants certain easements (as more particularly described in the Agreement) to Grantee across the Premises, including, but not limited to (a) for the use of the Easement Area for the development and operation of a wind-powered electrical generating facility for the conversion of wind energy into electrical energy and the collection, conditioning and transmission of electrical energy, whether or not generated on the Premises, together with other related purposes and activities; (b) an easement to the right of ingress to and egress from the Windpower Facilities (whether located on the Premises, on adjacent property or elsewhere) over and across the Premises by means of all existing roads and lanes, or otherwise by such route or routes as Grantee may construct from time to time; (c) the right to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage of, remove, maintain and use certain transmission facilities; and (d) the following easements:

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- (ii) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Premises which easement shall be located horizontally three hundred and sixty degrees (360°) from any point where any Turbine is or may be located (whether or not located on the Premises) at any time from time to time (each such location referred to as a "**Turbine Site**") and for a distance from each Turbine Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, 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 Premises through each Turbine Site to each point and on and along such line to the opposite exterior boundary of the Premises. Trees, structures and improvements located on the Premises as of the date of the Agreement shall be allowed to remain and Grantee may not require their removal. Owner may not place or plant any trees, structures or improvements on the Premises after the date of the Agreement which may, in Grantee's sole judgment, impede or interfere with the flow of wind to any Windpower Facility, unless Owner has received approval from Grantee for any such trees, structure or improvement; and
- (iii) An exclusive easement to permit the rotors of Turbines located on adjacent properties to overhang the Premises.

4. Additional Rights and Restrictions. The Agreement provides for additional rights and easements granted to Grantee with respect to the Premises and places certain additional restrictions on Owner's rights to use the Premises, all as set forth therein.

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6. Successors and Assigns. Owner and Grantee intend that the covenants, conditions and restrictions contained in the Agreement shall be both personal to Owner and Grantee and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. To facilitate execution, this Memorandum may be executed in as many separate counterparts as may be convenient or required. It shall not be necessary that the signature of each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF this Memorandum of Easement Agreement has been executed as of the date first written above.

OWNER:

GRANTEE:

By: James L Marshall

GLACIER RIDGE WIND FARM, LLC,  
a Delaware limited liability company

Name: James L. Marshall

By: RES America Developments Inc.,  
a Delaware corporation, its Manager

Title: \_\_\_\_\_

By: [Signature]

~~By: \_\_\_\_\_~~

Name: PETER ROOD

~~Name: Leona R. Marshall~~

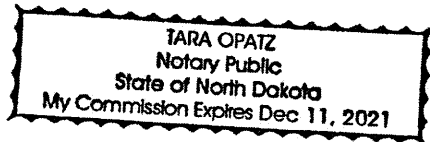
Title: REGIONAL VICE PRESIDENT

~~Title: \_\_\_\_\_~~

STATE OF NORTH DAKOTA )  
COUNTY OF Barnes ) ss.

On this 13 day of September, in the year 2016 before me personally appeared

~~Leona R. Marshall~~, a widow, having a life estate for and during her natural lifetime, and James L. Marshall, as to the remainder, known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.



Tara Opatz  
(Notary Signature)

Notary Public, State of North Dakota

Printed Name of Notary: Tara Opatz

My Commission Expires: \_\_\_\_\_

ME-4

2016 FINAL

IN WITNESS WHEREOF this Memorandum of Easement Agreement has been executed as of the date first written above.

OWNER:

By: \_\_\_\_\_

Name: James L. Marshall

Title: \_\_\_\_\_

By: Leona<sup>R</sup> Marshall

Name: Leona R. Marshall

Title: Owner

GRANTEE:

~~GLACIER RIDGE WIND FARM, LLC,  
a Delaware limited liability company~~

~~By: RES America Developments Inc.,  
a Delaware corporation, its Manager~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

STATE OF NORTH DAKOTA    )  
  ) ss.  
COUNTY OF Barnes    )

On this 12 day of August, in the year 2016 before me personally appeared

Leona R. Marshall, a widow, having a life estate for and during her natural lifetime, and ~~James L. Marshall, as to the remainder~~ con, known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

TARA OPATZ  
Notary Public  
State of North Dakota  
My Commission Expires Dec 11, 2021

Tara Opatz  
(Notary Signature)  
Notary Public, State of ND

Printed Name of Notary: Tara Opatz

My Commission Expires: \_\_\_\_\_

ME-4

2016 FINAL

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 23<sup>rd</sup> day of SEPTEMBER, in the year 2016 before me personally appeared PETER ROOD, known to me to be the REGIONAL VICE PRESIDENT, of RES America Developments Inc., a Delaware Corporation, which is known to me to be the manager of Glacier Ridge Wind Farm, LLC, a Delaware limited liability company, described in and that executed the within and foregoing instrument, and acknowledged to me that such limited liability company executed the same.



(Seal)

H. Granger  
(Notary Signature)  
Notary Public, State MINNESOTA

Printed Name of Notary: HEATHER GRANGER

My Commission Expires: 01.31.21

**EXHIBIT A TO MEMORANDUM OF EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF PREMISES**

**Alta Twp**

**(01-0440400, 160.00 acres)**

The Southeast Quarter (SE1/4) of Section Four (4), Township One Hundred Forty (140), Range Fifty-Seven (57), Barnes County, North Dakota.