

30417 Bk MS-31 Pg 442

McINTOSH COUNTY Pg 1 of 6
Recorded: 2/14/2022 at 1:33 PM

Return To: ORSTED ONSHORE NA, LLC 101 W 6TH ST
AUSTIN, TX 78701-2935



Brandner, Bradley Sheryl
BADGER GNA

30417 Fee: \$20.00

STATE OF NORTH DAKOTA MCINTOSH COUNTY
Recorded: 2/14/2022 at 1:33 PM

I certify that this instrument was filed for record this date
Carol Fey, County Recorder

By Eva Becker, Deputy

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Badger Wind, LLC
c/o Orsted Onshore North America, LLC
812 San Antonio Street, Suite 500
Austin, TX 78701
Attn: Legal Department

(The above space for use of the Register of Deeds)

MEMORANDUM OF WIND PROJECT NEIGHBOR AGREEMENT

Bradley Brandner and Sheryl Brandner, husband and wife, collectively, and their successors and assigns ("**Landowner**"), and Badger Wind, LLC, a Delaware limited liability company and its successors and assigns ("**Grantee**"), have executed a Wind Project Neighbor Agreement ("**Neighbor Agreement**") and have agreed to record this memorandum ("**Memorandum**") solely to give notice of the existence of the Neighbor Agreement. This Memorandum does not amend, supplement or supersede the Neighbor Agreement, which will govern if any provision of this Memorandum conflicts with or is inconsistent with any provision of the Neighbor Agreement. *Capitalized terms used and not defined herein shall have the meanings given the same in the Neighbor Agreement.*

Summary of Provisions: The Neighbor Agreement is being executed in connection with a wind power project ("**Wind Project**") affecting Landowner's Property, which Property is described on the attached copy of Exhibit A. The Neighbor Agreement includes provisions regarding television reception and other impacts.

Term: The covenant and other agreements contained in the Neighbor Agreement run with the land. The term of the Neighbor Agreement ("**Initial Term**") began on February 11, 2022 and shall end on the date that is thirty (30) years following the date on which the Wind Project reaches its Operations Date unless otherwise terminated or extended as set forth in the Neighbor Agreement. "**Operations Date**" shall mean the first date when electricity generated by a Wind Turbine installed on the Wind Project, but not including Test Energy, is sold to a third party power purchaser, offtaker, merchant buyer or other third party purchaser. Grantee may, but shall not be obligated to, file an instrument in the public records of McIntosh County, North Dakota to give notice of the Operations Date. Grantee may, by giving notice to Landowner prior to the expiration of the Initial Term, elect to extend the Neighbor Agreement for a specific period of time not to exceed ten (10) years ("**Extended Term**") commencing upon the expiration of the Operations Period. The terms and conditions set forth in the Neighbor Agreement shall continue and remain in effect

during the Extended Term. The "Initial Term" and the "Extended Term" may collectively be referred to herein and in the Neighbor Agreement as the "**Term**".

Upon extension of the Term in accordance with the Neighbor Agreement, Grantee may, but shall not be obligated to, file an instrument in the public records of McIntosh County, North Dakota to give notice of such extension of the Neighbor Agreement. Upon termination of the Neighbor Agreement, Grantee shall promptly file a termination of this Memorandum in these public records of McIntosh County, North Dakota.

Mortgages and Assignments: Grantee may, upon notice to Landowner, but without need to obtain Landowner's consent or approval: (i) mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Neighbor Agreement; and (ii) assign or otherwise convey all or part of its interest in this Neighbor Agreement to third parties. Landowner may sell, mortgage, assign or convey away all or a part of Landowner's interest in Landowner's Property without consent of Grantee, but any conveyance shall be subject to the terms of the Neighbor Agreement.

Sound Waiver: To the fullest extent allowed by law, Landowner hereby waives any and all potential and actual sound or noise requirements (and variations thereof), whether imposed by applicable law, ordinance (including, but not limited to, the applicable county zoning ordinance, if any), regulation, rule (including, but not limited to, North Dakota Administrative Code Section 69-06-08-01(4)), or by any person or entity, or in any governmental entitlement or permit issued to Grantee or its affiliates for the Wind Project (including Wind Turbines, Transmission Facilities, Met Towers, and other Facilities and appurtenant equipment) installed or constructed or to be installed or constructed on Wind Project Property adjoining, adjacent to, or near the common boundary between the Landowner's Property and any of the Wind Project Property.

Construction and Interpretation: Landowner's and Grantee's rights and obligations related to the Neighbor Agreement are more particularly set forth in the Neighbor Agreement. This Memorandum has been executed and delivered by the parties for the purpose of recording and giving notice of the Neighbor Agreement. The terms and conditions of the Neighbor Agreement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Neighbor Agreement and this Memorandum, the Neighbor Agreement shall control. This Memorandum may be executed by parties on any number of separate counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. The Neighbor Agreement shall inure to the benefit of and be binding upon Landowner and, to the extent provided in the Neighbor Agreement, any assignee of Landowner, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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McINTOSH COUNTY

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McINTOSH COUNTY

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Brandner, Bradley_Sheryl
GNA

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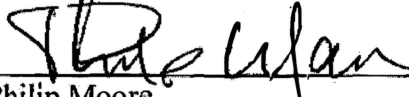
Return To: ORSTED ONSHORE NA, LLC 101 W 6TH ST
AUSTIN, TX 78701-2935

GRANTEE:

BADGER WIND, LLC,
a Delaware limited liability company

By: Orsted Onshore DevCo, LLC
Its sole member

By: Orsted Onshore North America, LLC
Its sole member

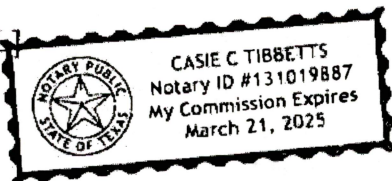

By: Philip Moore
Its: Senior Vice President

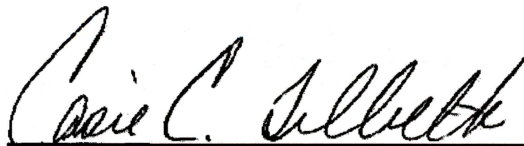
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11th day of February, 2022, by **PHILIP MOORE**, as the Senior Vice President of Orsted Onshore North America, LLC, a Delaware limited liability company, acting in its capacity as sole member of Orsted Onshore DevCo, LLC, a Delaware limited liability company, acting in its capacity as sole member of Badger Wind, LLC, a Delaware limited liability company, on behalf of Orsted Onshore North America, LLC, a limited liability company.

[SEAL]




Notary Public
State of Texas

My commission expires:
3/21/2025

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BW Exhibit 6

McINTOSH COUNTY

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EXHIBIT A to Memorandum of Wind Project Neighbor Agreement

BRADLEY BRANDNER AND SHERYL BRANDNER / 55.90 ACRES

LANDOWNER'S PROPERTY

The following tract of land located in McIntosh County, North Dakota, consisting of approximately 55.90 acres, more or less:

TRACT ONE:

A parcel of land located in the West Half of the Southeast Quarter (W ½SE ¼) of Section Seven (7), Township One Hundred and Thirty-two (132) North, Range Seventy-one (71) West, McIntosh County, North Dakota, and more particularly described in plat dated December 17, 1998 and recorded January 30, 2004 in the office of McIntosh County Recorder in Book 115 of Deeds, page 116, containing 5.90 acres more or less, and being more particularly described as follows:

COMMENCING in the Southeast corner of Section Seven (7);

THENCE N 89° 44'00" W on the South line of Section 7, a distance of 1720.00 feet;

THENCE N 0°16'55" E a distance of 100.00 feet to a northerly right a way of North Dakota State Highway Number 13, the POINT OF BEGINNING;

THENCE N 89°44'00" W on said right of way a distance of 280.00 feet;

THENCE leaving said right of way N 2°45'16" E a distance of 912.06 feet;

THENCE S 89°20'51" E a distance of 289.52 feet;

THENCE S 0°7'03" W a distance of 448.34 feet;

THENCE S 45°04'07" W a distance of 96.45 feet;

THENCE S 2°20'10" E a distance of 392.74 feet to the POINT OF BEGINNING;

Orsted PIN: G_950
McIntosh County PIN: 2602000
Estimated Acres: 5.90

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TRACT TWO:

The Southeast Quarter (SE ¼) of Section Seven (7), Township One Hundred and Thirty-two (132) North, Range Seventy-one (71) West, of the Fifth Principal Meridian, McIntosh County, North Dakota, **LESS AND EXCEPT THE FOLLOWING:**

COMMENCING in the Southeast corner of Section Seven (7);

THENCE N 89° 44'00" W on the South line of Section 7, a distance of 1720.00 feet;

THENCE N 0°16'55" E a distance of 100.00 feet to a northerly right a way of North Dakota State Highway Number 13, the POINT OF BEGINNING;

THENCE N 89°44'00" W on said right of way a distance of 280.00 feet;

THENCE leaving said right of way N 2°45'16" E a distance of 912.06 feet;

THENCE S 89°20'51" E a distance of 289.52 feet;

THENCE S 0°7'03" W a distance of 448.34 feet;

THENCE S 45°04'07" W a distance of 96.45 feet;

THENCE S 2°20'10" E a distance of 392.74 feet to the POINT OF BEGINNING;

ALSO LESS AND EXCEPT:

The East Half of the East Half of the West Half of the Southeast Quarter (E ½ E ½ W ½ SE ¼) of Section Seven (7), Township One Hundred and Thirty-two (132) North, Range Seventy-one (71) West, McIntosh County, North Dakota.

ALSO LESS AND EXCEPT:

East Half of the Southeast Quarter (E ½ SE ¼) of Section Seven (7), Township One Hundred and Thirty-two (132) North, Range Seventy-one (71) West, McIntosh County, North Dakota.

Orsted PIN:

McIntosh County PIN: 2602001

Estimated Acres: 50.00