

Badger Wind, LLC
Badger Wind Project
Docket No. PU-24-87

Late-Filed Exhibit No. 19 – Additional Sound Waiver

At the July 11, 2024 public hearing, Badger Wind, LLC agreed to provide the executed sound waiver for receptors 1003 and 1010, which are owned by the same owners. Provided herewith is the executed sound waiver.

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32699

McINTOSH COUNTY Pg 1 of 5
Recorded: 7/12/2024 at 8:06 AM

Return To: ORSTED ONSHORE DEVELOPMENT NA, LLC
CHICAGO,IL 60611



32699 Fee: \$20.00

STATE OF NORTH DAKOTA MCINTOSH COUNTY
Recorded: 7/12/2024 at 8:06 AM

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

By Carol Fey

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

Scott Schilling and Lynnetta Schilling, husband and wife, 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 July 11, 2024 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

BAD0901 Schilling

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 EXCEPT that this waiver does not include noise resulting from the Grantee or any other person's and/or entity's failure to properly maintain any one or more components of the Wind Project, noise resulting in installation and/or construction of any one or more components in a negligent manner which is inconsistent with OEM or engineer specifications and standards, and noise generated by any component(s) of the Wind Project which do not adhere to distance-based setback requirements established in any federal, state and/or local law as of the Effective Date. In the case of noise in resulting from improper maintenance and/or placement, Landowner shall provide the Grantee with written notice of the complaint, which the Grantee must fully resolve within sixty (60) days of the date of the notice.

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.

(signatures to follow)

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: [Signature]

Name: Chris Morrison

Title: Lead Legal Counsel

ACKNOWLEDGMENT

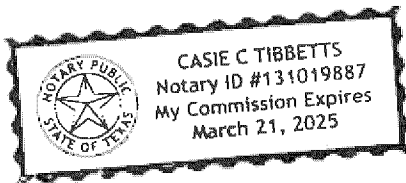
THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 11th day of July, ²⁰²⁴~~2023~~, by Chris Morrison, as the Lead Legal Counsel 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]



Casie C. Tibbetts
Notary Public
State of Texas

My commission expires:

3/21/2025

32699

McINTOSH COUNTY

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CHICAGO,IL 60611

EXHIBIT A to Memorandum of Wind Project Neighbor Agreement

SCOTT SCHILLING AND LYNNETTA SCHILLING / 37.23 ACRES

LANDOWNER'S PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MCINTOSH, STATE OF NORTH DAKOTA:

All of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of the of Section Eight (8), Township One Hundred Thirty-two (132) North, Range Seventy-one (71) West, McIntosh County, North Dakota.

Orsted PIN: G_357

McIntosh County PIN(s): 02605002, 02605003 and 02605004

Estimated Acres: 37.23 acres

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