

THIS INSTRUMENT WAS DRAFTED BY:

Orin Shakerdge, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 21 day of FEBRUARY, 2023 ("**Effective Date**") by and between Shelley J. Lange, joined by consenting spouse Jeff Lange, with an address of 90606 480th Avenue, Windom, MN 56101; Teresa A. Rosengarten, joined by consenting spouse Joe Rosengarten, with an address of S7935 Jamie Lane, Eau Claire, WI 54701; Diane A. Mohammadi-Zand, joined by consenting spouse Morteza Mohammadi-Zand, with an address of 485 Buckeye Drive, Colorado Springs, CO 80919; and David E. Richter, joined by consenting spouse Juanita Richter, with an address of 2418 Emma Avenue, Des Moines, IA 50321 (collectively, "**Grantor**"), and Three Waters Wind Farm, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, Florida 33408, Attn: Land Services ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Jackson County, Minnesota more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, for an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Option.** Grantor grants to Grantee an exclusive option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.

a. The term of the Option shall be for five (5) years, commencing on the Effective Date ("**Option Term**").

b. During the Option Term, Grantee and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Grantee may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Grantor's use of the Property.

c. Grantee may exercise the Option by giving written notice to Grantor ("**Option Notice**") at any time during the Option Term. Grantee shall specify in the Option Notice the date on which the Easements (as defined in Section 2) will become effective ("**Commencement Date**"). Along with the Option Notice, Grantee shall deliver to Grantor a proposed plan showing the contemplated location and route of the Easements ("**Easement Area**") which shall serve as the **Exhibit B** to this Agreement. On the Commencement Date, the Easements referenced in Section 2 shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of this Agreement with respect to such Easement and all rights and obligations relating thereto

d. If Grantee fails to exercise the Option within the Option Term, the Option and the rights of Grantee as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission Easement and Construction Easement shall have the meanings given to such terms in this Section 2 and shall collectively be referred to as "**Easements**".

a. Grantor grants to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Facilities, and the transmission of electricity through such Facilities ("**Transmission Easement**"). "**Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation overhead electrical transmission lines, wires, cross arms, telecommunication lines, computer data systems, radio relay systems, fiber, cables and other structures related to the transmission of electrical power. The Easement Area shall not exceed one hundred (100) feet in width.

b. Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**").

3. **Ownership.** Grantor is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Easement Area; or (iii) take any action which will interfere with or impair Grantee's access over and across the Property and to the Easement Area for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Property. These various security interests in all or a part of the Property are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

6. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, or assign all or any portion of its interest in the Property, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

7. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Grantor has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous

materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

9. **Removal.** If this Agreement is terminated and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty- eight inches (48") beneath the surface of the Property.

10. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

11. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this agreement shall be to the court of competent jurisdiction.**

13. **Successors & Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on the Parties, together with

their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

16. **Compensation.** The compensation due by Grantee to Grantor for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

[Signatures follow on next page]
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

Grantor:

Shelley J. Lange
Shelley J. Lange

Jeff Lange
Jeff Lange

ACKNOWLEDGEMENT

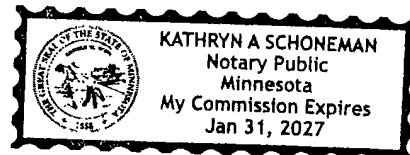
STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

The forgoing instrument was acknowledged before me this 9th day of January, 2023, by Shelley J. Lange and Jeff Lange, wife and husband.

My Commission expires: 1-31-2027

Kathryn Schoneman
Notary Public

[SEAL]



Grantor:

Teresa A. Rosengarten

Teresa A. Rosengarten

Joseph J. Rosengarten

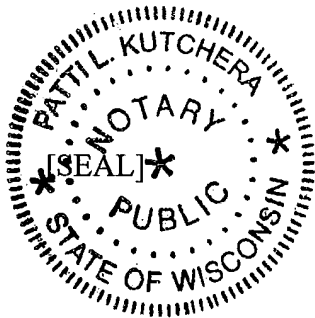
Joseph J. Rosengarten

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

The foregoing instrument was acknowledged before me this 12th day of January, ~~2022~~ 2023, by Teresa A. Rosengarten and Joseph J. Rosengarten, wife and husband.

My commission expires: Dec 22, 2026 Patti L Kutchera
Notary Public



Grantor:

Diane L M Zand
Diane L. Mohammadi- Zand

Morteza Mohammadi Zand
Morteza Mohammadi -Zand

ACKNOWLEDGEMENT

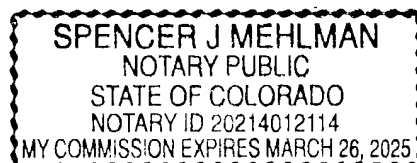
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The forgoing instrument was acknowledged before me this 14th day of January, 2023 by Diane L. Mohammadi-Zand and Morteza Mohammadi-Zand, wife and husband.

My Commission expires: 03/26/2025

Spencer J Mehlman
Notary Public

[SEAL]



Grantor:

David B. Richter
David B. Richter

Juanita F. Richter
Juanita Richter

ACKNOWLEDGEMENT

STATE OF IOWA)
) ss.
COUNTY OF POLK)

The forgoing instrument was acknowledged before me this 23rd day of January, 2023 by David B. Richter and Juanita Richter, husband and wife.

My Commission expires: 12/30/24

Corey Suesakul
Notary Public

[SEAL]



Grantee:

Three Waters Wind Farm, LLC,
a Delaware limited liability company

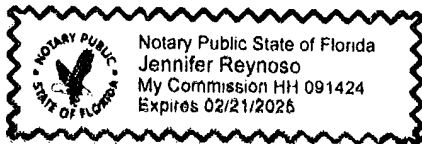
By: 
Anthony Pedroni, Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of February, 2023 by Anthony Pedroni, as Authorized Representative of Three Waters Wind Farm, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)



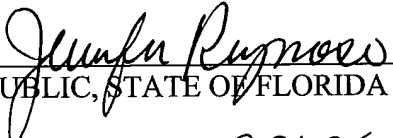

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires: 2-21-25

EXHIBIT A

Legal Description of Property

South Half of the Northeast Quarter (S½NE¼) of Section 26, Township 104 North, Range 36 West of the 5th P.M., Jackson County, Minnesota.

QLA ID: 15566

HOLDING PAGE FOR EXHIBIT B

Depiction of Easement Area