

Option Ref.: 534-599

State of Kansas-Marshall County
Martha Rosach, Register of Deeds
Book: 523 Page: 105-114



Receipt #: 56985
Pages Recorded: 10

Total Fees: \$174.00

Date Recorded: 11/10/2021 4:37:17 PM

Martha Rosach
Register of Deeds

Next Era

NUMBER ✓
ALPHA ✓
SCANNED ✓
PROOF ✓
READ/REL

THIS SPACE FOR RECORDER'S USE ONLY

When recorded return to:
Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
Telephone: (561) 694-4678

OPTION AGREEMENT AND TRANSMISSION EASEMENT

Date: October 8, 2021

Grantor: United Presbyterian Church U.S.A. of Blue Rapids, Kansas

Grantee: High Banks Wind, LLC, a Delaware limited liability company

Mailing Address of Grantee: 700 Universe Blvd.
Attn: Land Services Administration
Juno Beach, FL 33408

Legal Description of Property: See Page 9

Deed Reference: None

OPTION AGREEMENT AND TRANSMISSION EASEMENT

THIS OPTION AGREEMENT AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 8 day of Oct, 2021 ("**Effective Date**") by and between United Presbyterian Church U.S.A. of Blue Rapids, Kansas, a Kansas not for profit corporation, with an address of 607 Genesee, Blue Rapids, KS 66411 ("**Grantor**"), and High Banks Wind, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration, and its successors in interests ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

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

B. Grantor desires to grant and convey to Grantee an option for a permanent, exclusive easement for right of way, access, transmission line and construction purposes from Grantor on the Property.

NOW THEREFORE, in consideration of good and valuable consideration, 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 initial term of the Option shall be thirty-six (36) months, commencing on the Effective Date ("**Initial Option Term**"). Grantee shall have a single election to extend the Initial Option Term for an additional thirty-six (36) months ("**Extended Option Term**") by written notice to Grantor at any time prior to the third (3rd) anniversary of the Effective Date. The Initial Option Term and Extended Option Term shall collectively be referred to as the "**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, and geotechnical, foundation and soil tests.

c. Grantor warrants and represents to Grantee that (i) Grantor is the holder of fee simple title to all of the Property; (ii) Grantor has the authority to grant this Option to Grantee without the consent or approval of any other party; and (iii) there are no other existing options, rights of first refusal, contracts to purchase, leases or mortgages that encumber the Grantor's Property or would prevent Grantee from exercising its rights with respect to the Option except as disclosed in writing to Grantee.

d. 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 Commencement Date. Along with the Option Notice, Grantee shall deliver to Grantor a proposed plan showing the contemplated location and route of the Easements (as defined in Section 2) ("**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.

e. If Grantee fails to exercise the Option within the Option Term, the Option and the rights of Grantee as the optionee shall automatically terminate.

2. **Easements.** As used herein, the Transmission Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor also grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. Grantor grants to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of 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 transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms, telecommunication lines, computer data systems, radio relay systems, fiber, cables and other appliances, equipment facilities and fixtures related to the transmission of electrical power. The Easement Area of the Transmission Easement shall not exceed one hundred and fifty (150) feet in width except in the area of a corner or turn in the Facilities, in which case the Easement Area may be extended up to an additional seventy (75) feet as necessary to accommodate the Facilities.

b. Grantor grants to Grantee an easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by the Parties for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. Grantor grants to Grantee an exclusive easement for the right and privilege to permit the above ground Facilities to overhang the Property and Grantor's other property adjacent

to the Transmission Easement ("**Overhang Easement**"). The area of the Overhang Easement may exceed the width of the Transmission Easement to the extent reasonably necessary to provide for overhang of above ground Facilities, including blow-out of transmission wires.

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

e. During the final development and construction of the Facilities, Grantee may change the location and route of the Easements so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes.

3. **Interference.** 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 or undertake or permit any action near or underneath the Facilities installed that undermines or otherwise adversely affects their stability, operation and usability. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easements that Grantee deems a threat or potential threat to the Facilities.

4. **Claims and Insurance.** Grantee shall hold Grantor harmless for any claims whether known or unknown that arise from Grantee exercising its Easements under this Agreement including claims resulting in injuries to persons who enter onto the Property in the exercise of its Easements or any failure of Grantee to adequately maintain its Facilities on the Easements, except where Grantor has engaged in whole or in part in negligence or intentional misconduct. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

5. **Notice.** All notices given or permitted to be given hereunder shall be in writing and addressed to the party or persons and addresses specified in the preamble. Notice is considered given either (i) when delivered in person, (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, or (iii) upon receipt from a courier service. 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.

6. **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 Grantee 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.

7. **Assignment; Mortgage Rights.**

(a) Grantee, without Grantor's consent or approval, shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Easements, the Easement Area, or the Facilities (collectively, its "Facilities Assets"). These various security interests in all or a part of the Facilities Assets are collectively referred to as "Mortgage" and the holders of the Mortgages, their designees and assigns are referred to as "Mortgagee." Grantee shall also have the right without Grantor's consent to sell, convey, lease, or assign all or any portion of its Facilities Assets on either an exclusive or a non-exclusive basis, or to grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignment"), to one or more persons or entities (collectively, "Assignee"). Grantee's notice to Grantor shall include the name and address of each Mortgagee and/or Assignee.

(b) Assignees and Mortgagees shall use the Facilities Assets only for the uses permitted under this Agreement. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. 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.

8. **Successors and 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.

9. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas. **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.**

10. **Recording.** Grantor consents to Grantee recording this Agreement after execution by the Parties and consents to Grantee recording evidence of Grantee's exercise of the Option granted herein. The cost of all recordings shall be paid by Grantee. The Parties acknowledge and agree that the Compensation sheet will not be included with this Agreement when recorded with the County Recorder, and that so removing the Compensation sheet prior to recording is intentional and does not in any way affect the validity of this Agreement.

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. **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.

13. **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.

14. **Removal.** If this Agreement is terminated or Grantee abandons the Facilities for a period of 365 consecutive days and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the surface of the Property, as nearly as reasonably practicable, to the condition in which the Property was found immediately before construction was begun, 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 shall include any Facilities to a depth of forty-eight (48) inches beneath the surface of the Property.

(Signatures are on Succeeding Pages)

EXECUTED effective the day and year first hereinabove written.

Grantor:

United Presbyterian Church U.S.A. of Blue Rapids, Kansas
a Kansas not for profit corporation

By: Kenneth R. Johnson
Kenneth Johnson, Farm Manager

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF MARSHALL)

This instrument was acknowledged before me on this 29 day of September, 2021, by Kenneth Johnson, Farm Manager of United Presbyterian Church U.S.A. of Blue Rapids, Kansas.

(notary seal)

Dennis Sheffield
NOTARY PUBLIC, STATE OF KANSAS
My Commission Expires: 8/30/2025



Grantee:

High Banks Wind, LLC,
a Delaware limited liability company

By: *Anthony Pedroni*
Anthony Pedroni, Vice President

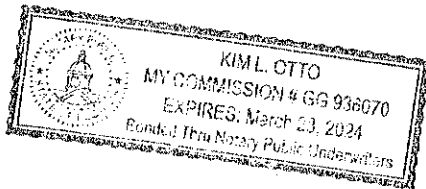
ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of October, 2021 by Anthony Pedroni, as Vice President of High Banks Wind, 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.

[Handwritten Signature]

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____

EXHIBIT A

Legal Description of Property

Southeast Quarter (SE¼) and Lots 7, 8, 11, and 12 of the Southwest Quarter (SW¼) of Section 7, Township 4 North, Range 8 East of the 6th P.M., Marshall County, Kansas.

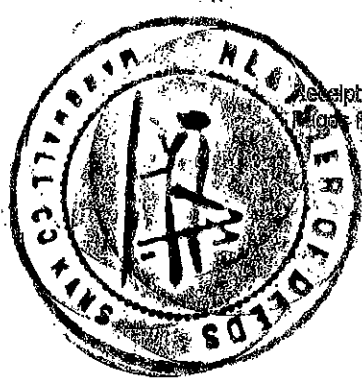
Approx. 315 acres

QLA ID: 12602

HOLDING PAGE FOR EXHIBIT B

Depiction of Easement Area

[To be delivered with Option Notice]



State of Kansas-Marshall County
Ruth Martin, Register of Deeds
Book: 534 Page: 599-599

Receipt #: 59906

Pages Recorded: 3

Total Fees: \$55.00

Date Recorded: 7/26/2023 4:30:02 PM
Ruth Martin Register of Deeds
NextEra

NUMBER ✓
ALPHA ✓
SCANNED ✓
PROOF ✓
READ/REL

AFTER RECORDING RETURN TO

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

(This space reserved for recording information)

NOTICE OF EXERCISE OF OPTION

THIS NOTICE OF EXERCISE OF OPTION is made and dated as of this 1st day of November, 2022 ("**Option Notice**") by High Banks Wind, LLC, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to United Presbyterian Church U.S.A. of Blue Rapids, Kansas, a Kansas not for profit corporation ("**Grantor**") of the following:

1. Grantor and Grantee entered into an Option Agreement and Transmission Easement recorded November 10, 2021 in Book 523, Page 105, Register of Deeds, Marshall County, Kansas ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in Marshall County, Kansas as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(d) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its exclusive right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(d) and 2 of the Agreement, the Commencement Date is hereby declared to be November 1, 2022.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

EXHIBIT A

Legal Description of Property

Southeast Quarter (SE¼) and Lots 7, 8, 11, and 12 of the Southwest Quarter (SW¼) of Section 7,
Township 4 North, Range 8 East of the 6th P.M., Marshall County, Kansas.