

## WAIVER

THIS WAIVER AGREEMENT ("**Agreement**") is dated this \_\_\_\_ day of \_\_\_\_\_, 2021 ("**Effective Date**") by and between \_\_\_\_\_ ("**Owner**"), with an address of \_\_\_\_\_ ("**Property**") and Crowned Ridge Wind, LLC, a Delaware limited liability company ("**Operator**"), with an address of 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408, and its successors in interests. Owner and Operator are sometimes collectively referred to hereinafter as the "**Parties**".

### RECITALS

A. Owner is the owner of the Property.

B. Operator is the holder of certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property because it developed a wind energy conversion system including wind turbines, collection lines, roads, and an electric substation in Codington, Deuel and Grant Counties, South Dakota (collectively "**Wind Farm**").

For good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Waiver**. Owner grants Operator a waiver for exceedance of the sound thresholds set forth in Condition No. 26 in Attachment 1 (South Dakota Public Utilities Commission Final Order), which for Owner is sound over 45 dBA as measured within 25 feet.

2. **Release**. Owner hereby releases Operator from any and all claims for damages arising from the exceedance of the sound thresholds set forth in Condition No. 26 in Attachment 1, including but not limited to, any harm or loss due to nuisance, trespass, disturbance, effects, and any other injury or harm, to persons or property, whether now known or unknown, or which may appear or develop in the future.

3. **Authority**. Owner 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 Operator the Easements. Owner agrees to warrant and defend its ownership of the Property and Operator's interest in this Agreement against any other party claiming to have any ownership interest in or other claim to the Property.

4. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota. 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.**

5. **Compensation**. A one-time signing bonus of \$\_\_\_\_\_ if Owner executes the Agreement on or before \_\_\_\_\_. The signing bonus shall be paid within sixty (60) days of the Effective Date of the Agreement.

Payment shall be distributed as follows:

Signed and completed W-9 form required from each payee before payment is due from Operator.

[Signatures on following pages]

EXECUTED effective the day and year set forth below.

**Owner:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Owner:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

EXECUTED effective the day and year set forth below.

**Operator:**

Crowned Ridge Wind, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Pedroni, Vice President