



(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND
 WHEN RECORDED, RETURN TO:

New Moon Wind Project, LLC
 3760 State St., Ste. 200
 Santa Barbara, CA 93105
 Attn: Land Acquisition Dept.

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 7th day of January, 2019 (the "**Effective Date**") by and between Rita L. Park, as Trustee of the Rita L. Park Revocable Trust Agreement as created by agreement dated August 7, 2008 ("**Owner**"), and New Moon Wind Project, LLC, a Delaware limited liability company ("**Developer**"). Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Noble County, Oklahoma, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities.

2. Term. The Easement Term commenced on the Effective Date and shall continue for sixty (60) years thereafter unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Rita L. Park, as Trustee of the Rita L. Park Revocable Trust Agreement as created by agreement dated August 7, 2008

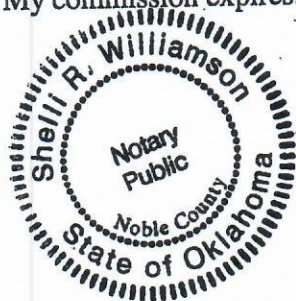
By: Rita L. Park
 Name: Rita L. Park
 Title: Trustee

STATE OF Oklahoma)
) ss
 COUNTY OF Noble)

On Dec 13, 2018 before me, Shelli Williamson
 (Name, Title of Officer, Notary Public), personally appeared Rita L. Park, as Trustee of the Rita L. Park Revocable Trust Agreement as created by agreement dated August 7, 2008, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shelli R. Williamson
 Notary Public 13006885
 My commission expires: 7-29-21



[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

NEW MOON WIND PROJECT, LLC, a
Delaware limited liability company

By: 

Name: Brian Wixon

Title: Director of Land Acquisition

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

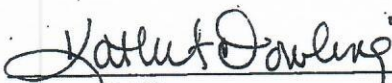
) ss

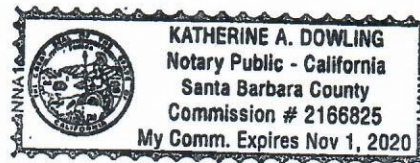
COUNTY OF SANTA BARBARA)

On January 7, 2019 before me, Katherine A. Dowling, (Notary Public), personally appeared Brian Wixon, as Director of Land Acquisition of New Moon Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public



Prepared by New Moon Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Noble County, Oklahoma described as follows:

The Southwest Quarter (SW¹/₄) of Section 14, Township 20 North, Range 2 W.I.M.

Subject to all conveyances, restrictions or reservations of record, if any.



(Space Above this Line for Recorder's Use Only)

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

New Moon Wind Project, LLC
3760 State Street, Ste. 200
Santa Barbara, CA 93105
Attn: Land Dept.

MEMORANDUM OF FIRST AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT

This **MEMORANDUM OF FIRST AMENDMENT TO EASEMENT FOR WIND ENERGY DEVELOPMENT** (this "Memorandum") is made and entered into as of May 22, 2019, by and between Rita L. Park, as Trustee of the Rita L. Park Revocable Trust Agreement as created by agreement dated August 7, 2008 ("Owner"), and New Moon Wind Project, LLC, a Delaware limited liability company ("Developer"), in light of the following facts and circumstances. Owner and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of 1/7/2019, a memorandum of which was recorded on 2/4/2019 in Book 0836 at Page 912-916 Noble County, Oklahoma (including any amendments, modifications or extensions thereof, the "Easement"), whereby Owner granted an exclusive easement, *in gross*, to Developer, and Developer took an interest through the Easement from Owner on, over and across that certain real property located in Noble County, Oklahoma, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties have amended the Easement pursuant to a First Amendment to Easement for Wind Energy Development ("Amendment") dated of even date herewith.

C. The Parties are recording this Memorandum to give public notice of said Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Notice of Amendment.** The Parties amended certain confidential terms and conditions of the Easement as set forth in the Amendment, which amended terms and conditions are hereby incorporated into this Memorandum as though fully set forth herein. This Memorandum serves as public notice of the Amendment.

2. **Easement Term.** The Easement Term was amended to shorten the Easement Term to continue for forty (40) years from and after the Effective Date, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. **Miscellaneous.**

3.1 **Incorporation of Recitals.** The Recitals set forth above are hereby adopted and incorporated into this Memorandum as though fully set forth herein.

3.2 **Ratification.** The Easement, as amended by the Amendment, is hereby ratified and confirmed, and shall continue in full force and effect.

3.3 **Interpretation.** Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Easement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the meanings assigned to them in the Easement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

3.4 **Counterparts.** This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum, by their duly-authorized representatives, as of the date first set forth above.

OWNER:

Rita L. Park, as Trustee of the Rita L. Park Revocable Trust Agreement as created by agreement dated August 7, 2008

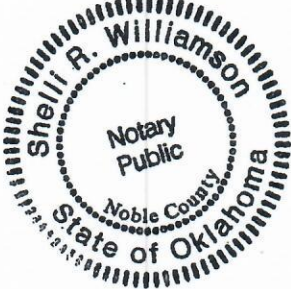
By: Rita L. Park, Trustee
 Name: Rita L. Park
 Title: Trustee

STATE OF Oklahoma)
) ss
 COUNTY OF Noble)

On May 14, 2019, before me, Notary Public, personally appeared Rita L. Park, as Trustee of the Rita L. Park Revocable Trust Agreement as created by agreement dated August 7, 2008, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shelli R. Williamson
 Notary Public
 Printed Name: Shelli R. Williamson
 My commission expires: 7-29-21
#13006885




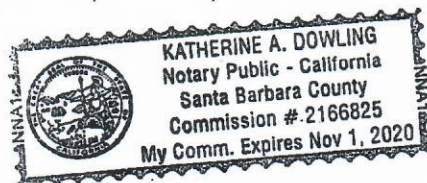
[Signatures continued on following page.]

NEW MOON WIND PROJECT, LLC,
a Delaware limited liability company

Title: Director of Land Acquisition

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)


Notary Public



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EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Noble County, Oklahoma, described as follows:

The Southwest Quarter (SW¼) of Section 14, Township 20 North, Range 2 W.I.M.

Subject to all conveyances, restrictions or reservations of record, if any.

NOT AN
OFFICIAL
COPY

BOOK 0896 Pg 898

I-2023-002344 Book 0896 Pg 898
11/13/2023 8:54am Pg 0898-0901
Fee: \$24.00 Doc: \$0.00
Sandra Richardson - Noble County Clerk
State of Oklahoma



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:


THAT RITA L. PARK, TRUSTEE of the RITA L. PARK REVOCABLE TRUST AGREEMENT, as created by agreement dated August 7, 2008, as amended, 25801 County Road 60, Orlando, Oklahoma 73073, party of the first part, in consideration of the sum of Ten Dollars and Zero Cents (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto Robert W. Park, a married person, 25801 County Road 60, Orlando, Oklahoma 73073, party of the second part, the following described real property and premises situate in Noble County, State of Oklahoma, to wit:

The Southwest Quarter (SW/4) of Section Fourteen (14), Township Twenty (20) North, Range Two (2) West of the Indian Meridian, in Noble County, State of Oklahoma;

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant title to same.

TO HAVE AND TO HOLD said described premises unto the party of the second part, its successors and assigns forever, free, clear and discharged of and for all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. Subject to existing zoning, easements, rights-of-way and restrictive covenants and any oil, gas, and other mineral reservations of record.

Signed and delivered this 1st day of September, 2023.


Rita L. Park
TRUSTEE

Exempt Documentary Stamp Tax OS
Title 68, Article 32 Section 3201 or
3202. Paragraph 4

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

COUNTY OF NOBLE)

Before me, a Notary Public in and for said County and State on this 1st day of September, 2023, personally appeared Rita L. Park, Trustee, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public

RETURN TO:
Robert W. Park
25801 County Road 60
Orlando, OK 73073

MAIL TAX STATEMENT TO:
Robert W. Park
25801 County Road 60
Orlando, OK 73073



Exhibit to DeedAFFIDAVIT OF LAND OR MINERAL OWNERSHIP: INDIVIDUAL

STATE OF OKLAHOMA)
)
 COUNTY OF NOBLE) ss.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned ROBERT W. PARK (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I have personal knowledge of the statements made herein.
2. I am a citizen of the United States.
3. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").
4. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

5. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is or who shall become a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.

6. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source is being used in the sale or transfer of the Property in violation of Section 121 or any other state or federal law.

7. I acknowledge and understand that making or causing to be made a false statement in this Affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Robert W. Park
AFFIANT

11-6-23
Date

The foregoing instrument was acknowledged before me this 6th day of November, 2023, by Robert W. Park.

Haleigh A. Collins
Notary Public

My Commission Expires:

05/26/24

My Commission Number:

20006075

