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Combined Fee: \$40.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 2415

MEMORANDUM OF EASEMENT AGREEMENT

0#30065356

Recorder's Cover Sheet

Preparer Information: Sue Hansen, 4301 W. 57th St., Suite 131, Sioux Falls, SD 57108, (605) 306-6044

Taxpayer Information: CED Manchester Wind, LLC c/o ConEdison Development, 100 Summit Lake Drive, Suite 210, Valhalla, New York 10595

Return Document To: CED MANCHESTER WIND, LLC a Delaware limited liability company 4301 W. 57th St., Suite 131 Sioux Falls, SD 57108 Attn: Sue Hansen

Grantors: Robert W. McDowell Revocable Trust dated June 12, 2007

Grantee: CED MANCHESTER WIND, LLC a Delaware limited liability company

Legal Description: See Exhibit A on Page 5

Document or instrument number of previously recorded documents: N/A

MEMORANDUM OF EASEMENT AGREEMENT

This Memorandum of Easement Agreement ("**Memorandum**") is made on May 25, 2021 (the "**Effective Date**") between Robert W. McDowell Revocable Trust dated June 12, 2007 ("**Grantor**"), and CED Manchester Wind, LLC, a Delaware limited liability company, ("**Grantee**").

RECITALS

- A. By this Memorandum, and on the terms and conditions set forth in that certain Easement Agreement dated the same date as the Effective Date (the "**Agreement**"), with respect to certain real property located in Manchester, Iowa and more particularly described on Exhibit A attached hereto (the "**Property**"), all of which terms and conditions are hereby made a part hereof as fully and completely as if herein specifically set out in full, Grantor has granted and hereby grants to Grantee as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **EASEMENT.** In the Agreement Grantor granted and conveyed to Grantee, a perpetual, exclusive easement in gross, on, over, across and under a strip or strips of land on the Property and the right, privilege and authority to, without any further consideration, use the space above or below the surface thereof, to place, construct, reconstruct, alter, protect, repair, maintain, patrol, replace, operate and remove lines and devices for the overhead and/or underground collection and gathering of electrical energy and interconnection of the collection facilities, including any associated facilities and appurtenances and communications or data transfer lines and facilities as Grantee may from time to time require the "**Easement**") together with any other easement rights granted thereunder, including the rights set forth in Section 2 of this Memorandum. The Easement and other rights granted by Grantor in this Memorandum are independent of any lands or estates or interest in lands.
2. **APPURTENANT RIGHTS.** Grantee and its agents, invitees, successors and assigns may use the Property: (a) for the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of roads and related improvements, (collectively, "**Road Improvements**"), (b) for the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of above ground and underground collection and gathering lines and related equipment and facilities for collecting electric energy, whether or not such energy is generated by Grantee or affiliates of Grantee (collectively, "**Collection Facilities**");

and (c) for the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of above ground or underground interconnection facilities and related equipment and facilities for delivering electric energy to the electric utility, whether or not such energy is generated by Grantee or affiliates of Grantee (collectively, "**Interconnection Facilities**") and (d) for vehicular and pedestrian ingress and egress to and from the Collection Facilities and Interconnection Facilities located or to be located on the Property or on adjacent property by means of existing roads and lanes on the Property or by such route or routes as Grantee may construct from time to time by Grantee and Grantee's affiliates and their respective agents, contractors, employees and invitees. No act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a termination of the Agreement or a quitclaim deed specifically conveying the Easement back to Grantor. Nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed. Use of or improvement to any portion of the Property by Grantee or its successors or assigns pursuant to this Agreement shall not, separately or in the aggregate, constitute an overburdening of the Easement.

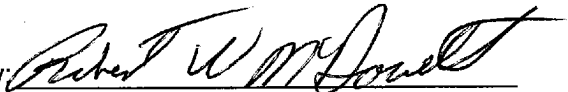
3. No Interference. Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation (excluding growing crops), utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement. Notwithstanding the foregoing, Grantor has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Grantee may temporarily remove such fencing to exercise its rights hereunder, so long as Grantee, at the Grantor's request, replaces any fencing it may have removed with a fence that is in at least as good condition as the fence Grantee removed.
4. EASEMENT IN GROSS. The easements and covenants contained in the Agreement are intended to be easements in gross and shall run with the Property but shall not be appurtenant to any lands owned or controlled by Grantee.
5. MISCELLANEOUS. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement. This Memorandum is not a complete summary of the Agreement. If there is a conflict between the Memorandum of Lease and the Agreement, the Agreement shall control. This Memorandum may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 25th day of MAY, 2021.

GRANTOR

Robert W. McDowell Revocable Trust
dated June 12, 2007

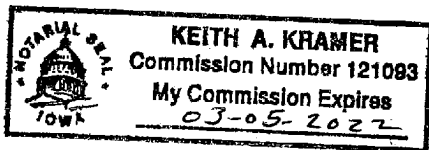
By: 
Robert W. McDowell, Trustee

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

This instrument was acknowledged before me on 5-25, 2021, by

Robert W. McDowell.


Notary Public



GRANTEE

CED MANCHESTER WIND, LLC
a Delaware limited liability company

By: 

Name: Mark Noyes

Its: President and Chief Executive Officer

STATE OF NEW YORK)
) ss.
COUNTY OF WESTCHESTER)

This instrument was acknowledged before me on May 26, 2021, by Mark Noyes as President and Chief Executive Officer of CED Manchester Wind, LLC, a Delaware limited liability company.


Notary Public

PAUL FARRELL MAPELLI
Notary Public, State of New York
No. 02MA4967056
Qualified in Rockland County
Commission Expires May 21, 2022

EXHIBIT A
PROPERTY

For APN/Parcel ID(s): 240060000500

Parcel I; Lot 2 of Fink's Subdivision and part of Parcel G all in Section 6, Township 88 North (T88N), Range 5 West (R5W) of the Fifth P.M., in Delaware County, Iowa, according to the plat recorded in Book 2008, page 1893.

EXHIBIT B

MAP

