

Recording Requested by:
FNTG Western Region Energy Services

Recorded: 8/4/2021 at 8:03:24.0 AM
County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$50.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 2797

300 47468

MEMORANDUM OF EASEMENT AGREEMENT
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: Judith A. Gudenkauf, as to an undivided 1/2 interest; and DA Gudenkauf Family Trust, as to an undivided 1/2 interest

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

Legal Description: See Exhibit A on Page 6

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

MEMORANDUM OF EASEMENT AGREEMENT

This Memorandum of Easement Agreement ("**Memorandum**") is made on July 29, 2021 (the "**Effective Date**") between Judith A. Gudenkauf, as to an undivided 1/2 interest; and DA Gudenkauf Family Trust, as to an undivided 1/2 interest ("**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 called the Easement or Easement Area 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 underground collection system placed along the southerly and westerly border of the Property and gathering of electrical energy and above ground 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, and to allow third parties such use for collection lines and interconnection facilities (the "**Easement or Easement Area**") 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 Easement: (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 non-exclusive vehicular and pedestrian ingress and egress to and from the Collection Facilities and Interconnection Facilities located or to be located on the located on the Easement by Grantee and Grantee's affiliates and their respective agents, contractors, employees and invitees by means of existing roads and lanes or by such route or routes as Grantee may construct from time to time. 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 29th day of July, 2021.

GRANTOR:

Judith A. Gudenkauf, as to an undivided 1/2 interest

By: Robert Gudenkauf POA
Robert Gudenkauf, Pursuant to POA,
recorded in Book 2019, Page 1058

DA Gudenkauf Family Trust, as to an undivided 1/2 interest

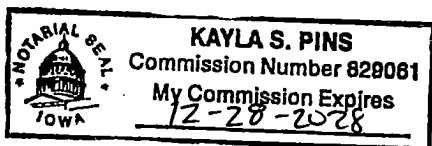
By: Robert Gudenkauf Trustee
Robert Gudenkauf, Trustee

By: SIGNED IN COUNTERPART
Thomas Gudenkauf, Trustee

By: SIGNED IN COUNTERPART
June Stamy, Trustee

STATE OF Iowa)
COUNTY OF Delaware) ss.

This instrument was acknowledged before me on 7/28/, 2021, by Robert Gudenkauf, POA + Trustee.



Kayla S. Pins
Notary Public

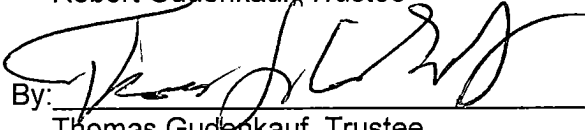
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 16th day of July, 2021.

GRANTOR:

Judith A. Gudenkauf, as to an undivided 1/2 interest

SIGNED IN COUNTERPART
By: _____
Robert Gudenkauf, Pursuant to POA,
recorded in Book 2019, Page 1058

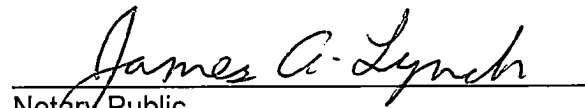
DA Gudenkauf Family Trust, as to an undivided 1/2 interest

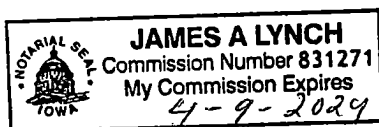
SIGNED IN COUNTERPART
By: _____
Robert Gudenkauf, Trustee
By:  _____
Thomas Gudenkauf, Trustee

SIGNED IN COUNTERPART
By: _____
June Stamy, Trustee

STATE OF Iowa)
) ss.
COUNTY OF Johnson

This instrument was acknowledged before me on 16th of July 2021, by
James A. Lynch


Notary Public



IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 21st day of July, 2021.

GRANTOR:

Judith A. Gudenkauf, as to an undivided 1/2 interest

By: SIGNED IN COUNTERPART
Robert Gudenkauf, Pursuant to POA,
recorded in Book 2019, Page 1058

DA Gudenkauf Family Trust, as to an undivided 1/2 interest

By: SIGNED IN COUNTERPART
Robert Gudenkauf, Trustee

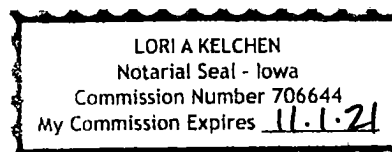
By: SIGNED IN COUNTERPART
Thomas Gudenkauf, Trustee

By: June M. Stamy
June Stamy, Trustee

STATE OF Iowa)
COUNTY OF Linn) ss.

This instrument was acknowledged before me on July 21, 2021, by June M. Stamy.

Lori A. Kelchen
Notary Public



GRANTEE

CED MANCHESTER WIND, LLC
a Delaware limited liability company

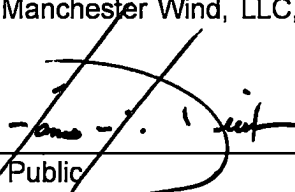
By: 

Name: Mark Noyes

Its: President and Chief Executive Officer

STATE OF New York)
) ss.
COUNTY OF Westchester)

This instrument was acknowledged before me on July 29, 2021, by Mark Noyes as President and Chief Executive Officer of CED Manchester Wind, LLC, a Delaware limited liability company.


Notary Public

JAMES J. DIXON, ESQ. NOTARY PUBLIC, STATE OF NEW YORK Registration No. 5003440 Qualified in Westchester County Commission Expires October 19, 2022

EXHIBIT A

EASEMENT DESCRIPTION FOR COLLECTION LINE AND INTERCONNECTION FACILITIES

That part of Lot 5 Fink's Addition as recorded in Book 5 of Plats, Page 122 in the Delaware County, Iowa Records Office, further described as follows:

Beginning at the northwest corner of said Lot 5, thence South 00 degrees 45 minutes 11 seconds East along the west line of said Lot 5, a distance of 719.82 feet to an angle point in the west line of said Lot 5; thence South 06 degrees 08 minutes 00 seconds East along the west line of said Lot 5, a distance of 356.24 feet to the south line of said Lot 5; thence North 75 degrees 23 minutes 10 seconds East along said south line, a distance of 1258.30 feet to east line of said Lot 5; thence North 00 degrees 41 minutes 33 seconds West along said east line, a distance of 39.52 feet to a northerly line of said Lot 5; thence South 75 degrees 23 minutes 11 seconds West along said northerly line, a distance of 399.99 feet to an easterly line of said Lot 5; thence North 00 degrees 57 minutes 19 seconds West along said easterly line, a distance of 1.68 feet; thence South 75 degrees 23 minutes 10 seconds West parallel to said south line, a distance of 821.81 feet; thence North 06 degrees 08 minutes 00 seconds West parallel to said west line, a distance of 307.95 feet; thence North 00 degrees 45 minutes 11 seconds West parallel to said west line, a distance of 618.77 feet to a point 100.00 feet south of and perpendicular to the north line of said Lot 5; thence North 88 degrees 01 minute 12 seconds East parallel to said north line, a distance of 40.01 feet to a point 80.00 feet east and perpendicular to said west line; thence North 00 degrees 45 minutes 11 seconds West parallel to said west line, a distance of 100.02 feet to the north line of said Lot 5; thence South 88 degrees 01 minute 12 seconds West along said north line, a distance of 80.02 feet to the Point of Beginning.

Containing 2.00 acres of land more or less

I hereby certify this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the law of the State of Iowa

Kyle Johnson

(signature)

6/24/2021

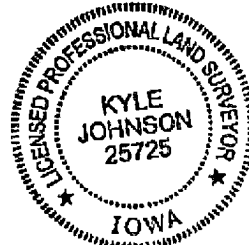
(date)

Kyle Johnson

License number 25725

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: Two



Westwood

Phone (202) 293-6466 3704 12th Street North, Suite 205
Fax (202) 293-3051 22,000 sq. ft.
Web (202) 293-6466 westwoodproject.com

Westwood Professional Services, Inc.

Manchester Wind Project

Delaware County, Iowa

Easement Exhibit

DATE: 6/24/2021

SHEET: 1 of 2

[illegible]

Phone (800) 253-5655 3721 12th Street North, Suite 200
Fax (800) 253-2601 St. Cloud, MN 56321
E-Mail (800) 253-5655 info@wccopro.com
Webwood Probation/Parole Service, Inc.

Delaware County, Iowa

DATE: 6/11/2021

SHEET: 2 of 2