

Recorded: 7/12/2023 at 3:59:01.0 PM
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 1606

Prepared By: Kelli J. Orton, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309; (515) 242-2400
Return To: Mehul Mehta, c/o Greenbacker Renewable Energy Corporation, 230 Park Avenue, Suite 1560, New York, NY 10169
Previously Recorded Documents: Book 2011, Page 419; Book 2011, Page 3680

MEMORANDUM OF FIRST AMENDMENT TO WIND FARM EASEMENT AGREEMENT (Elk Wind Farm)

This Memorandum of First Amendment to Wind Farm Easement Agreement (the “**Memorandum**”) is executed this 11th day of July, 2023, by and between Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Robert E. Beswick Revocable Trust dated February 28, 2020, and Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Therese H. Beswick Revocable Trust dated February 28, 2020 (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, Robert Holtz (“**Original Owner**”), and Elk entered into a Wind Farm Easement Agreement dated on or about January 6, 2011 as evidenced by a certain Memorandum of Wind Farm Easement Agreement recorded in the Office of the Recorder of Delaware County, Iowa (the “**Recorder’s Office**”), on January 31, 2011 at Book 2011, Page 419, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3680 (collectively, the “**Agreement**”), covering certain real property referred to in the Agreement as “**Your Property**”, as legally described on **Exhibit A**, attached hereto and incorporated herein. Capitalized terms used but not defined in this First Amendment have the meanings given to them in the Agreement; and

WHEREAS, the estate of the Original Owner conveyed Your Property to You in October 2020, and You are the successor in interest to Original Owner under the Agreement; and

WHEREAS, Under the terms of the Agreement, Elk has constructed the Wind Farm; and

WHEREAS, Elk is planning to perform work at the Wind Farm to upgrade certain components of the Wind Energy Facilities, which may include, without limitation, installing longer turbine blades (the “**Repowering**”). The planning process, market conditions, availability of labor and supplies, and financing are among the factors that influence whether and when Elk will undertake the Repowering. However, Elk currently expects to commence the Repowering before the end of 2023; and

WHEREAS, Owner and Elk entered into an amendment to the Easement on June 12, 2023 (the “**First Amendment**”).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Exhibit E**, attached hereto and incorporated herein, shall replace Exhibit C.
2. The "Term" of the Turbine Site Easement and the Met Tower Site Easement has been extended for one additional 25 year term (the "Renewal Term") to begin at the end of the Term. The Construction Easement, Access Easement, Collection Facilities Easement, Overhang Easement, Wind Non-Obstruction Easement, Noise Easement, Light and Shadow Easement and Studies Easement shall continue so long as any of the Wind Energy Facilities in the Wind Farm exist, including replacements, unless terminated earlier in writing by Elk.
3. All notices or other communications required or permitted by the Agreement shall be made to the addresses below:

If to Owner: Robert E. Beswick and Therese H. Beswick Revocable Trusts
 c/o Robert E. Beswick & Therese H. Beswick, Co-Trustees
 2176 150th St.
 Greeley, IA 52050


If to Elk: Elk Wind Energy LLC
 c/o Greenbacker Renewable Energy Corporation
 230 Park Avenue, Suite 1560
 New York, NY 10169
 Attention: General Counsel

4. Other terms of the Amendment are as set forth in the Amendment.
5. This Memorandum may be executed in one or more counterparts or using counterpart signature and acknowledgment pages, all of which, when taken together, shall constitute one instrument.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum on the date first written above.

ELK:
ELK WIND ENERGY LLC,
an Iowa limited liability company

By: 
Name: Charles Wheeler
Title: Authorized Signatory

ACKNOWLEDGMENT

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 New York)
) ss.
COUNTY OF New York)

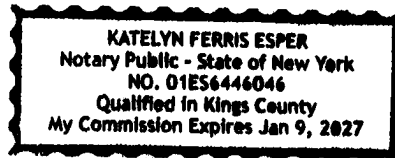
On July 11, 2023, before me, Katelyn Esper, a Notary Public, personally appeared Charles Wheeler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature

[SEAL]



OWNER:

**ROBERT E. BESWICK REVOCABLE TRUST
DATED FEBRUARY 28, 2020**

By: [Signature]
Name: Robert E. Beswick
Its: Co-Trustee

By: [Signature]
Name: Therese H. Beswick
Its: Co-Trustee

**THERESE H. BESWICK REVOCABLE TRUST
DATED FEBRUARY 28, 2020**

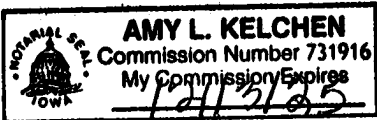
By: [Signature]
Name: Robert E. Beswick
Its: Co-Trustee

By: [Signature]
Name: Therese H. Beswick
Its: Co-Trustee

ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Iowa)

This instrument was acknowledged before me on June 8, 2023, by Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Robert E. Beswick Revocable Trust dated February 28, 2020, and Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Therese H. Beswick Revocable Trust dated February 28, 2020.



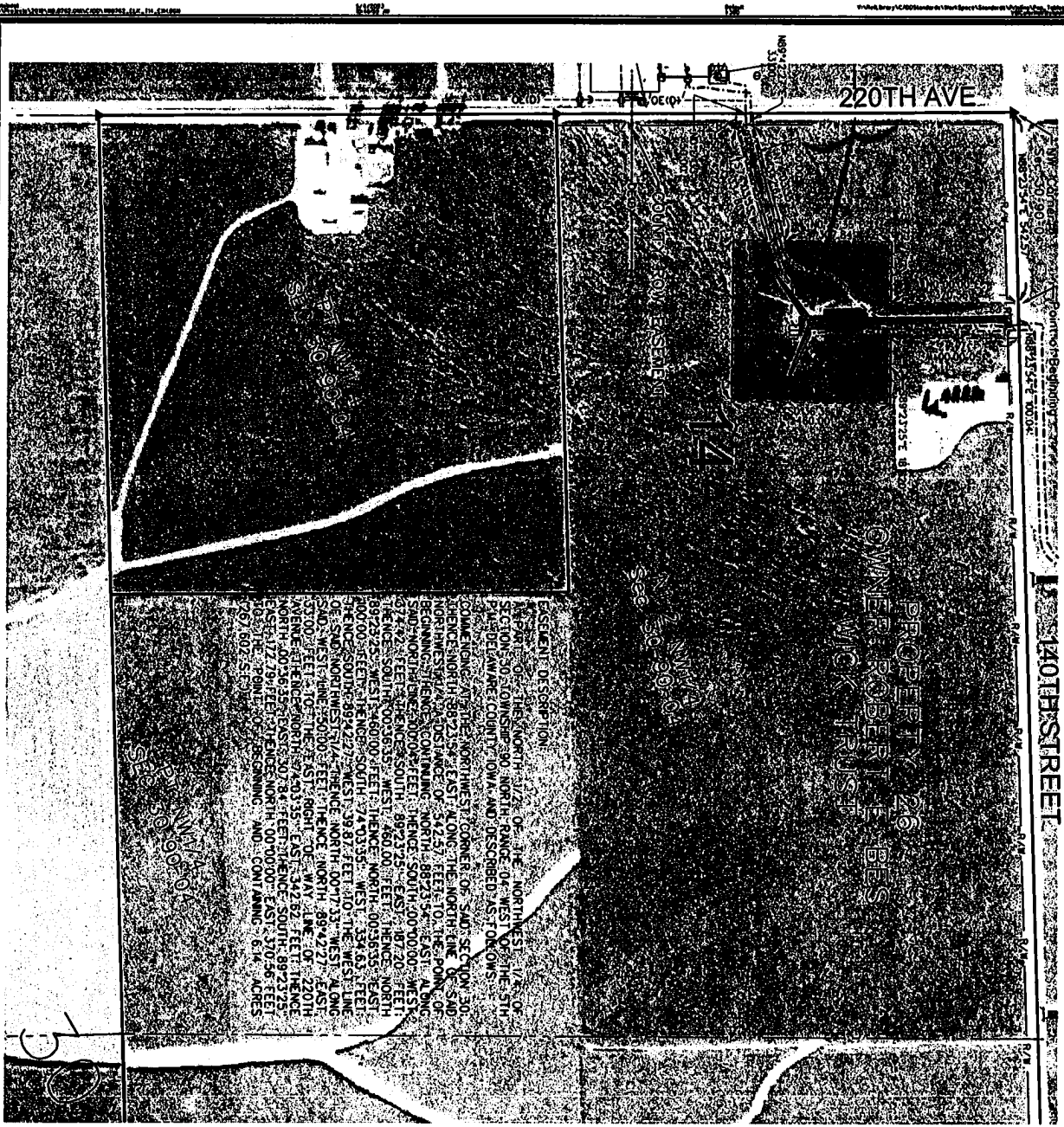
[Signature]
Signature of Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF YOUR PROPERTY

The North one-half of the Northwest Quarter (N1/2 NW1/4), the West thirty seven and three-fourths (37 ¾) acres of the North one-half of the Northeast Quarter (N1/2 NE1/4), the Southeast Quarter of the Northwest Quarter (SE1/4 NE1/4), and the Southwest Quarter of the Northeast Quarter (SW¹/₄ NE1/4); all in Section Thirty (30), Township Ninety (90) North, Range Four (4) West of the Fifth P.M.

Net Acreage of Parcel per Assessor's Records: 19.25

EXHIBIT E

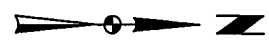


220TH AVE
188715.41
1000.00
1000.00

W 20TH STREET
188715.41
1000.00
1000.00

**PROPERTY 26
OWNER: ROBERT E. BESWICK TRUST**

RESIDENT OF SEPTELON
PART OF THE NORTH 7/24 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 104 WEST OF THE SIXTH RANGE, DELAWARE COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, THENCE NORTH 88°23'54" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 542.57 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 88°23'54" EAST, ALONG SAID NORTH LINE, 1000.00 FEET; THENCE SOUTH 00°00'00" WEST, 577.47 FEET; THENCE SOUTH 187°20' FEET; THENCE NORTH 89°23'25" WEST, 160.00 FEET; THENCE NORTH 100°36'55" WEST, 100.00 FEET; THENCE SOUTH 74°03'55" WEST, 534.63 FEET; THENCE SOUTH 72°27' WEST, 39.81 FEET; AND THE WEST LINE OF SAID NORTHWEST 1/4, THENCE NORTH 00°17'35" WEST, 12.27 FEET; THENCE WEST 32°26'16" EAST, 141.51 FEET; THENCE SOUTH 0°05'55" WEST, 50.784 FEET; THENCE SOUTH 89°23'25" WEST, 127.99 FEET; THENCE NORTH 00°00'00" EAST, 170.56 FEET TO THE POINT OF BEGINNING, AND CONTAINING 6.14 ACRES (797.90251390).



- LEGEND**
- TURBINE WITH NUMBER
 - EASEMENT LINE
 - COLLECTION LINE
 - PROPERTY BOUNDARY
 - ACCESS ROAD/GRAVEL LIMITS
 - TRANSFORMER
 - JUNCTION BOX
 - COLLECTION LINE SPLICE LOCATIONS
 - TILE REPAIR LOCATION

NOTES

1) UNDERGROUND COLLECTION LINES, SPLICE LOCATIONS, AND TILE CROSSINGS WERE PROVIDED BY WPMEXLEVEL. THE ABOVE-GROUND JUNCTION BOXES AND TRANSFORMERS WERE FIELD SURVEYED.

NO.	REVISION	DATE	BY

Engineer:	Checked By: EJM	Scale: 1"=500'
Transmittal: SDB	Date: 04/03/23	Plot Size: Pg.

Project No: 1900762 Sheet 1 of 1