

Recorded: 11/3/2023 at 10:27:00.0 AM
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: 2763

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 560; Book 2011, Page 3671

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

This Memorandum of Second Amendment to Wind Farm Easement Agreement (the “**Memorandum**”) is executed this 19th day of September, 2023, by and between Rick L. Funke and Mary M. Funke, husband and wife, (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, Rick L. Funke and Mary M. Funke, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common (“**Original Owner**”), and Elk entered into a Wind Farm Easement Agreement dated on or about December 24, 2010, 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 February 10, 2011 at Book 2011, Page 560, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3671 (collectively, the “**Agreement**”), and as amended by a certain First Amendment to Wind Farm Easement Agreement dated July 7, 2022 (the “**First Amendment**”) 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 Second Amendment have the meanings given to them in 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 September 19, 2023 (the “**Second 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: Rick L. Funke & Mary M. Funke
 1256 220th Ave
 Greeley, IA 52050

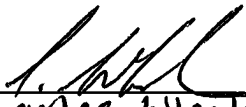
If to Elk: Elk Wind Energy LLC
 c/o Greenbacker Renewable Energy Corporation
 230 Park Avenue, Suite 1560
 New York, NY 10169
 Attention: General Counsel

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 Person

ACKNOWLEDGMENT

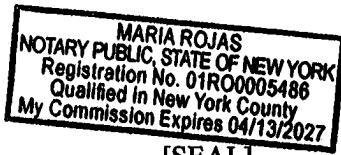
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

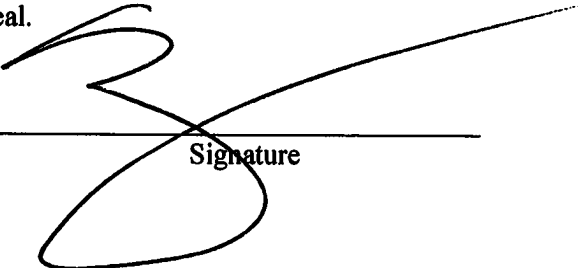
On Sept 6, 2023, before me, Maria Rojas, a Notary Public, personally appeared Charles Wheeler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



[SEAL]



 Signature

OWNER:



Rick L. Funke

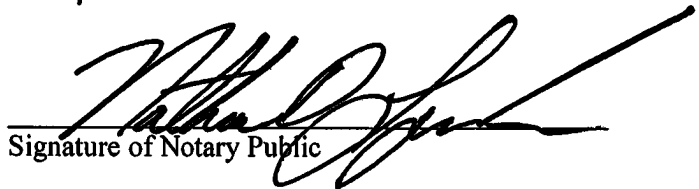


Mary M. Funke

ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on September 19, 2023, by Rick L. Funke and Mary M. Funke, husband and wife.


Signature of Notary Public

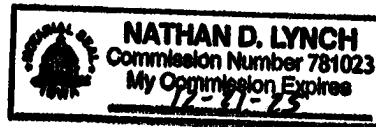
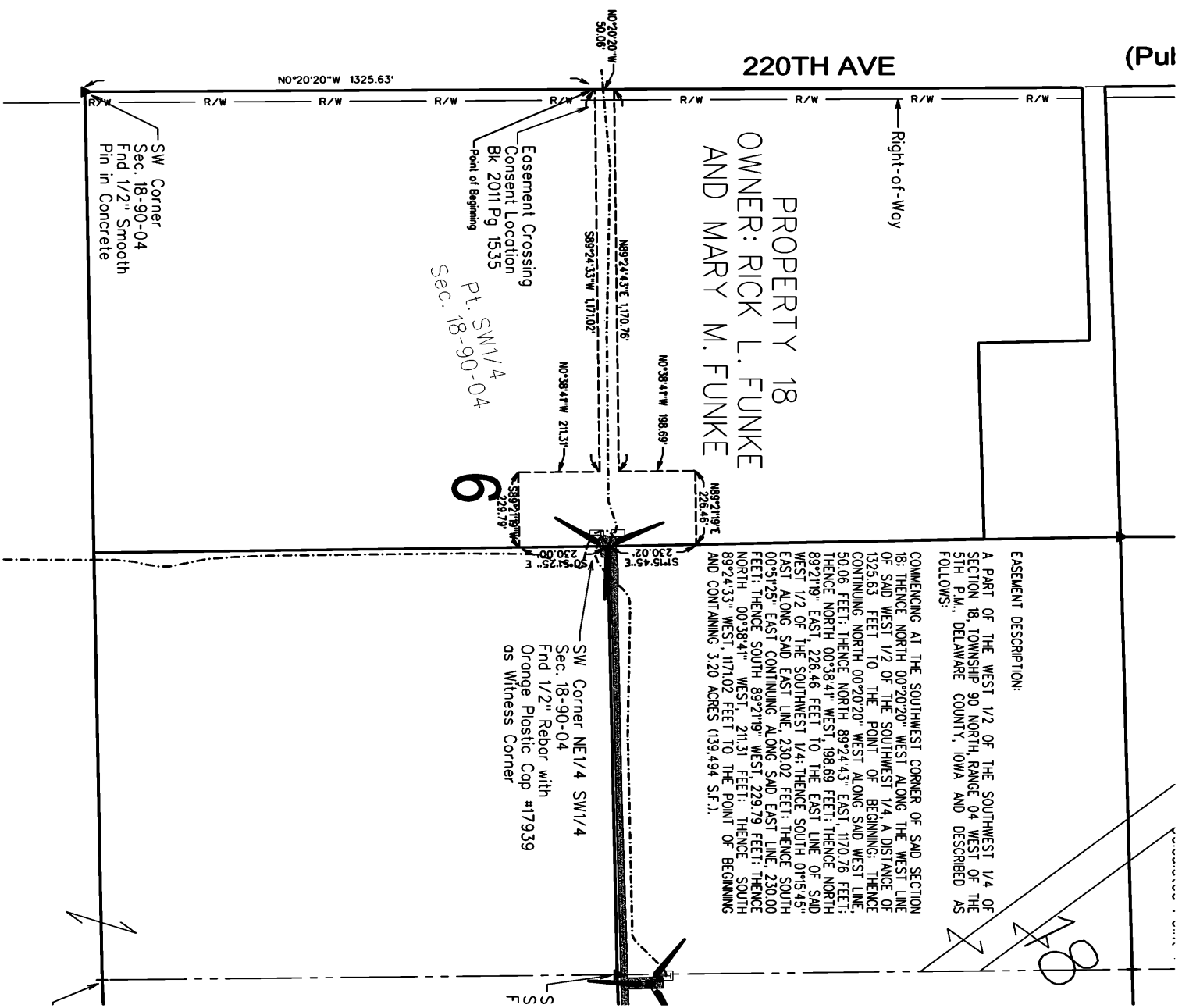


EXHIBIT A
LEGAL DESCRIPTION OF YOUR PROPERTY

The West Half of the Southwest fractional Quarter (W 1/2 of SW frl 1/4) of Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa; EXCEPT Parcel "A" of the Northwest Quarter of the Southwest Quarter of said Section 18, as shown on the Plat of Survey recorded September 5, 2000 in Book 2000, page 2658.

Net Acreage of Parcel per Assessor's Records: 78.11

EXHIBIT E



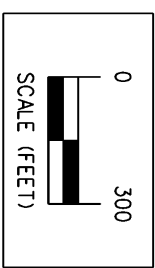
EASEMENT DESCRIPTION:
 A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 90 NORTH, RANGE 04 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 00°20'20" WEST ALONG THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°20'20" WEST ALONG SAID WEST LINE, 50.06 FEET; THENCE NORTH 89°24'43" EAST, 1170.76 FEET; THENCE NORTH 00°38'41" WEST, 198.69 FEET; THENCE NORTH 89°21'19" EAST, 226.46 FEET TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 01°54'54" EAST ALONG SAID EAST LINE, 230.02 FEET; THENCE SOUTH 01°51'25" EAST CONTINUING ALONG SAID EAST LINE, 230.00 FEET; THENCE SOUTH 89°21'19" WEST, 229.79 FEET; THENCE NORTH 00°38'41" WEST, 211.31 FEET; THENCE SOUTH 89°24'33" WEST, 1171.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.20 ACRES (139,494 S.F.).

LEGEND

- 1 TURBINE WITH NUMBER
- EASEMENT LINE
- COLLECTION LINE
- PROPERTY BOUNDARY
- ACCESS ROAD/RAVEL LIMITS
- TRANSFORMER
- JUNCTION BOX
- COLLECTION LINE SPICE LOCATIONS
- TILE REPAIR LOCATION

NOTES

1) UNDERGROUND COLLECTION LINES SPICE LOCATIONS AND TILE CROSSINGS WERE PROVIDED BY MPN&E/VEL. THE ABOVE-GROUND JUNCTION BOXES AND TRANSFORMERS WERE FIELD SURVEYED.



ELK WIND PROJECT

EXHIBIT E - PROPERTY 18 - RICK L. AND MARY M. FUNKE DELAWARE COUNTY, IA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-984-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY

Engineer: _____ Checked By: **EJM** Scale: 1"= 300'
 Technician: **SDB** Date: **04/03/23** Field Bk: Pg: _____
 Project No: **1190762** Sheet 1 of 1

SNYDER & ASSOCIATES
 Project No: 1190762
 Sheet 1 of 1