

Recorded: 11/3/2023 at 10:27:02.0 AM  
County Recording Fee: \$42.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$45.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 2765

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 415; Book 2011, Page 3673

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## 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 22nd day of September, 2023, by and between James A. Rave & Anne R. Rave, husband and wife, (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, James A. Rave & Anne R. Rave, husband and wife (“**Original Owner**”), and Elk entered into a Wind Farm Easement Agreement dated on or about December 20, 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**”), January 31, 2011 at Book 2011, Page 415, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3673 (collectively, the “**Agreement**”), and as amended by a certain First Amendment to Wind Farm Easement Agreement dated July 11, 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 22, 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:                    James A. Rave & Anne R. Rave  
   1303 227th 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]



OWNER:

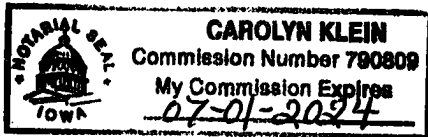
James A Rave  
James A. Rave

Anne R Rave  
Anne R. Rave

**ACKNOWLEDGMENT**

STATE OF IOWA )  
 ) ss.  
COUNTY OF Delaware )

This instrument was acknowledged before me on August 10, 2023, by James A. Rave and Anne R. Rave, husband and wife.



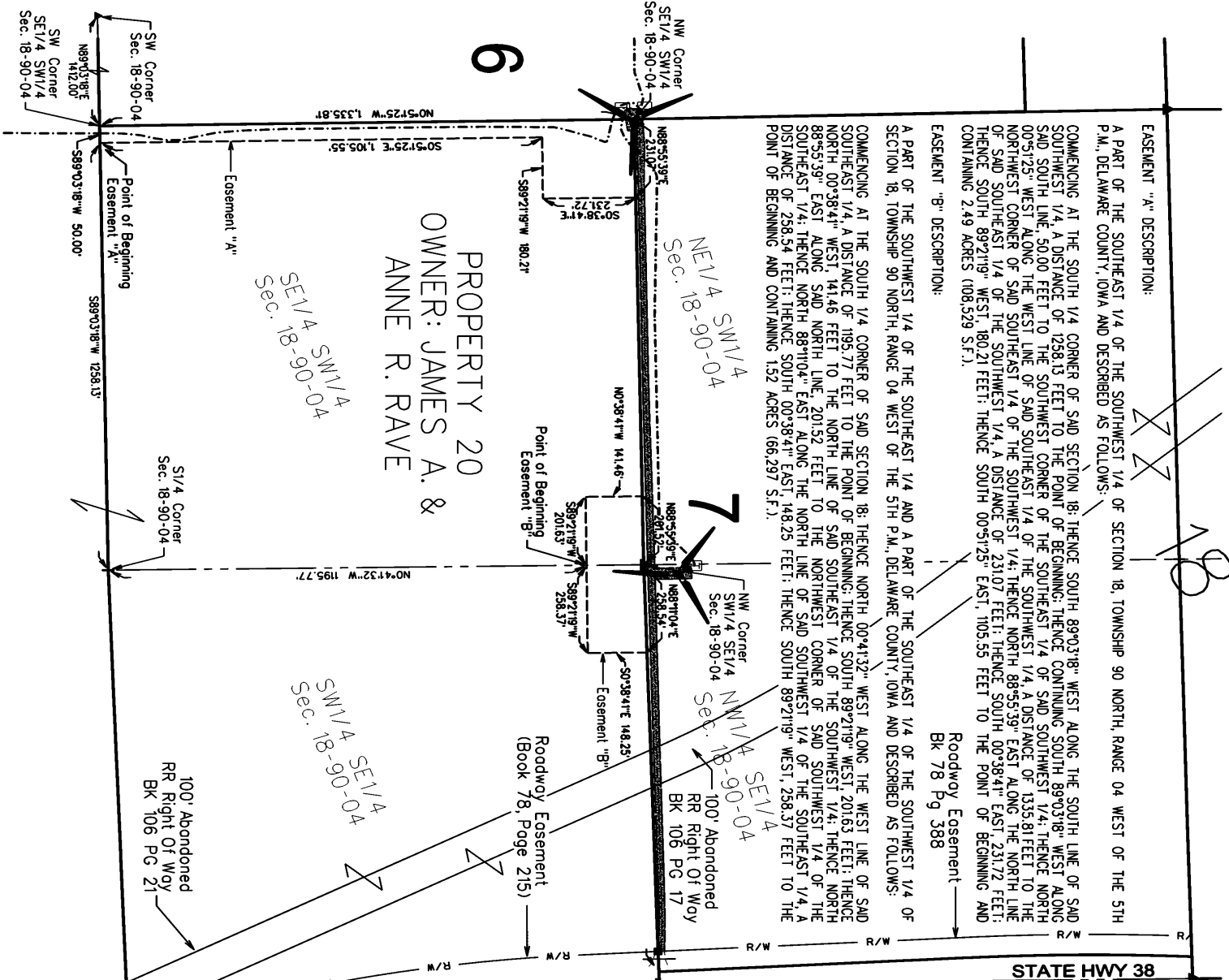
Carolyn Klein  
Signature of Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF YOUR PROPERTY**

The Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) and the North One-third of the Northwest Quarter of the Northeast Quarter (N 1/3 of NW 1/4 of NE 1/4) of Section 19; and the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) and the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section 18, all in Township 90 North, Range 4 West of the Fifth P.M., Delaware County, Iowa.

**Net Acreage of Parcel per Assessor's Records: 130.42**

**EXHIBIT E**



PROPERTY 20  
OWNER: JAMES A. &  
ANNE R. RAVE

EASEMENT "A" DESCRIPTION:  
A PART OF THE SOUTHEAST 1/4 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 SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH 89°03'18" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1258.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°03'18" WEST ALONG SAID SOUTH LINE, 50.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 00°51'25" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1335.81 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88°55'39" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 2310.7 FEET; THENCE SOUTH 00°38'41" EAST, 231.72 FEET; THENCE SOUTH 89°21'19" WEST, 180.21 FEET; THENCE SOUTH 00°51'25" EAST, 1005.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.49 ACRES (108,529 S.F.).

EASEMENT "B" DESCRIPTION:  
A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND A PART OF THE SOUTHWEST 1/4 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 SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 00°41'32" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1195.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°21'19" WEST, 2016.53 FEET; THENCE NORTH 00°38'41" WEST, 141.46 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88°55'39" EAST ALONG SAID NORTH LINE, 2015.2 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88°11'04" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 258.54 FEET; THENCE SOUTH 00°38'41" EAST, 148.25 FEET; THENCE SOUTH 89°21'19" WEST, 258.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.52 ACRES (66,297 S.F.).

Roadway Easement  
Bk 78 Pg 388

100' Abandoned RR Right Of Way  
Bk 106 Pg 17

100' Abandoned RR Right Of Way  
Bk 106 Pg 21

Roadway Easement  
(Book 78, Page 215)

SE Corner NW1/4 SE1/4 NW1/4 NW1/4

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SE Corner NW1/4 SE1/4 NW1/4 NW1/4

**NOTES**

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

**LEGEND**

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

