Recorded: 11/3/2023 at 10:27:03.0 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: 2766

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 482; Book 2011, Page 3674

# 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 <u>23rd</u> day of <u>October</u>, 2023, by and between Phyllis M. Tinker ("Owner" or "You") and Elk Wind Energy LLC, an Iowa limited liability company ("Elk" or "We").

WHEREAS, Richard Bockenstedt aka Richard D. Bockenstedt ("Original Owner"), and Elk entered into a Wind Farm Easement Agreement dated on or about December 22, 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 4, 2011 at Book 2011, Page 482, and as amended by a certain Supplemental Exhibit recorded in the Recorder's Office on November 15, 2011 at Book 2011, Page 3674 (collectively, the "Agreement"), and as amended by a certain First Amendment to Wind Farm Easement Agreement dated February 21, 2023 (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, Original Owner conveyed Your Property to the Richard D. Bockenstedt Revocable Trust dated October 19, 2016 in October 2016. The Richard D. Bockenstedt Revocable Trust dated October 19, 2016 conveyed Your Property to You in June 2018, 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 October 23, 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: Phyllis M. Tinker

323 NE 31st Street Ankeny, IA 50021

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:

Name Title:

#### **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 VIII VOYK ) ss.

appeared 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.

MARIA ROJAS

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO0005486
Qualified in New York County
My Commission Expires 04/13/2027

CRAII

Signature

**OWNER:** 

Phyllis M. Tinker

### **ACKNOWLEDGMENT**

STATE OF IOWA		)
	<b>O</b>	) ss.
COUNTY OF	Palk	)

This instrument was acknowledged before me on <u>CCA</u>. 23, by Phyllis M. Tinker.



Signature of Notary Public

Page 4

## EXHIBIT A LEGAL DESCRIPTION OF YOUR PROPERTY

The Northwest fractional Quarter of the Northwest Quarter (NW frl 1/4 NW 1/4) of Section Nineteen (19), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.

Net Acreage of Parcel per Assessor's Records: 42.00

#### **EXHIBIT E**

