

Recorded: 11/3/2023 at 10:27:08.0 AM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2770

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 563; Book 2011, Page 3677

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 Mark Patrick Wiley & Linda M. Wiley, husband and wife, (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, 1/2 interest in John W. Wiley, 1/18 interest in Barbara Ann Bockenstedt, 1/36 interest in Nathan McLaughlin, 1/36 interest in Hope McLaughlin, 1/18 interest in Karen Lynn Wielert, 1/18 interest in Donna Mae Phipps, 1/18 interest in Beth Ellen Wiley, 1/18 interest in Jill Renee Wiley, 1/18 interest in Mark Patrick Wiley, 1/18 interest in Nicholas John Wiley and 1/18 interest in David Douglas Wiley (collectively, the “**Original Owner**”), and Elk entered into a Wind Farm Easement Agreement dated on or about January 18, 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 February 10, 2011 at Book 2011, Page 563, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3677 (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, Original Owner conveyed Your Property to You in January of 2017, 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 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: Mark Patrick Wiley & Linda M. Wiley
 304 East Butler
 Manchester, IA 52057

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:

Mark P. Wiley
Mark Patrick Wiley

Linda M. Wiley
Linda M. Wiley

ACKNOWLEDGMENT

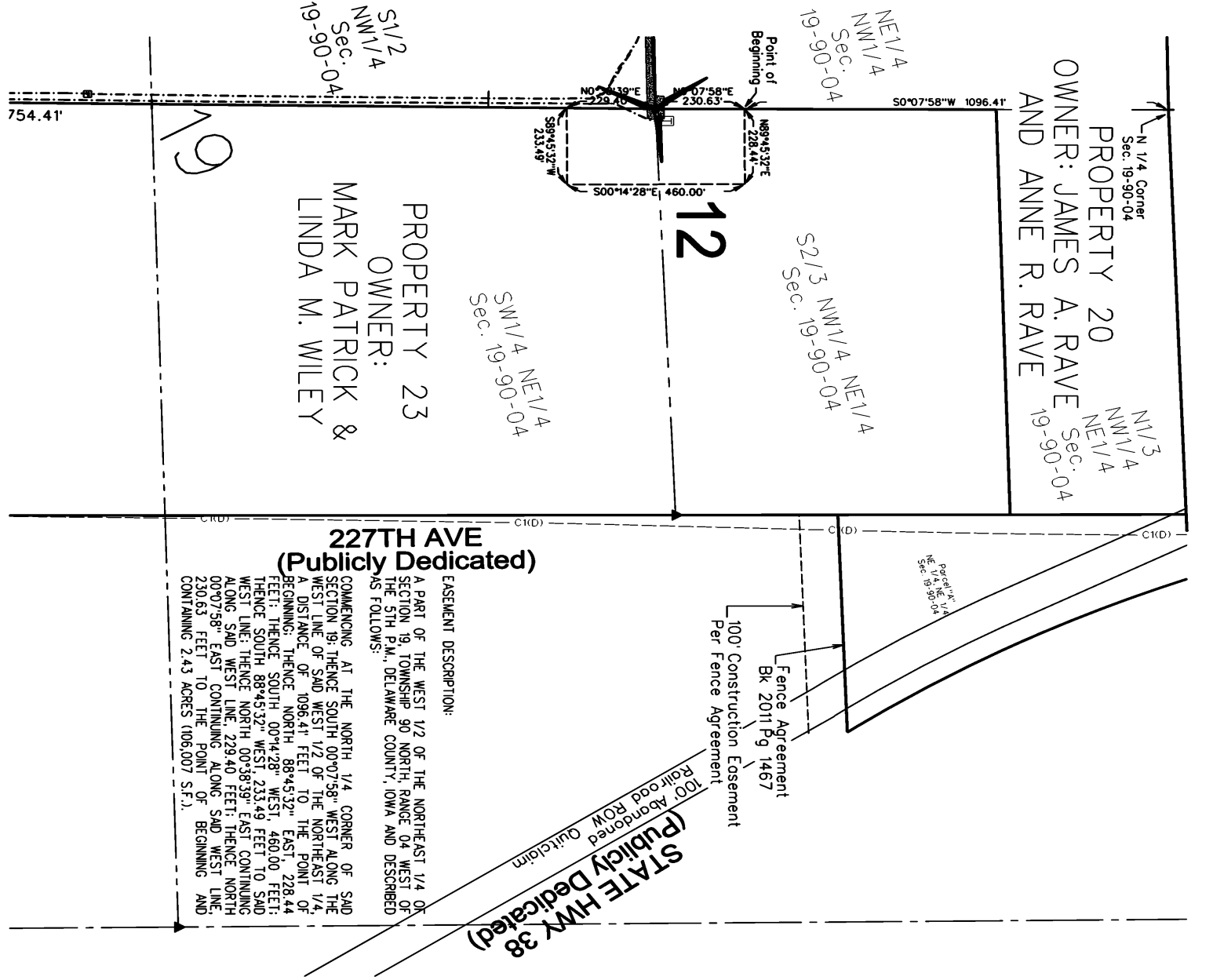
STATE OF IOWA)
COUNTY OF Delaware) ss.
)

This instrument was acknowledged before me on July 31, 2023, by Mark Patrick Wiley and Linda M. Wiley, husband and wife.

Kelli J. Orton
Signature of Notary Public



EXHIBIT E



**227TH AVE
(Publicly Dedicated)**

**STATE HWY 38
(Publicly Dedicated)**

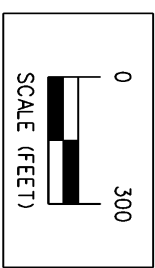
EASEMENT DESCRIPTION:
 A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 90 NORTH, RANGE 04 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19; THENCE SOUTH 00°07'58" WEST ALONG THE WEST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 1096.41' FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°45'32" EAST, 228.44 FEET; THENCE SOUTH 00°44'28" WEST, 460.00 FEET; THENCE SOUTH 88°45'32" WEST, 233.49 FEET TO SAID WEST LINE; THENCE NORTH 00°38'39" EAST CONTINUING ALONG SAID WEST LINE, 229.40 FEET; THENCE NORTH 00°07'58" EAST CONTINUING ALONG SAID WEST LINE, 230.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.43 ACRES (106,007 S.F.).

LEGEND

- 1 TURBINE WITH NUMBER
- EASEMENT LINE
- COLLECTION LINE
- PROPERTY BOUNDARY
- ACCESS ROAD/GRAVEL 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/ELEVEL. THE ABOVE-GROUND JUNCTION BOXES AND TRANSFORMERS WERE FIELD SURVEYED.



ELK WIND PROJECT
EXHIBIT E - PROPERTY 23 - MARK PATRICK & LINDA M. WILEY 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

Project No: 190762 Sheet 1 of 1

SNYDER ASSOCIATES

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