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County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2846

Prepared by/Return to: Kelli J. Orton, 666 Grand Ave., Ste. 2000, Des Moines, IA 50309 Telephone: 515.242.2400
Previously Filed Documents: Book 2011, Page 419; Book 2011, Page 3680; Book 2023, Page 1606; Book 2023, Page 2773

PARTIAL TERMINATION OF WIND FARM EASEMENT AGREEMENT

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 (as successors in interest to Robert A. Holtz) (collectively, “**Grantor**”), and Elk Wind Energy LLC, an Iowa limited liability company (“**Grantee**”), are parties to a Wind Farm Easement Agreement, as amended by First Amendment to Wind Farm Easement Agreement dated June 12, 2023, and as may be further amended from time to time, as evidenced by that certain Memorandum of Wind Farm Easement Agreement, filed of record in the Office of the Delaware County Recorder on January 31, 2011, in Book 2011, at Page 419, as amended by a certain Supplemental Exhibit recorded on November 15, 2011, in Book 2011, Page 3680, as further amended by that certain Memorandum of First Amendment to Wind Farm Easement Agreement, filed of record in the Office of the Delaware County Recorder on July 12, 2023, in Book 2023 at Page 1606, and that certain Corrective Memorandum of Amendment to Wind Farm Easement Agreement, filed of record in the Office of the Delaware County Recorder on November 3, 2023, in Book 2023, at Page 2773 (collectively, the “**Agreement**”).

Pursuant to Section 3.3.2.2 of the Agreement, Grantee hereby terminates the Turbine Site Easement and the Met Tower Easement as set forth in the Agreement, effective as of a date that is 20 years from the Repowering Commercial Operation Date of the Wind Farm. The “**Repowering Commercial Operation Date**” for purposes of this Termination shall mean the first day of the month following the date on which it has been established that Repowered Commercial Operation has occurred under the Amended and Restated Power Purchase Agreement between Elk Wind Energy LLC and Central Iowa Power Cooperative.

Any Easements in the Agreement other than the Turbine Site Easement and the Met Tower Easement will remain in place and be in full force and effect for the Term and the Renewal Term. For the avoidance of doubt, any Collection Facilities and Wind Energy Facilities other than a Turbine currently located on the Easement Property will remain in place and the Easements related to said Wind Energy Facilities are not terminated. This partial termination and a new Exhibit E-1 shall be recorded within 60 days of execution of this partial termination, showing the locations of all Wind Energy Facilities remaining on the Easement Property after this partial termination becomes effective and the correlating Easements thereto.

Grantor executes this Termination for the sole purpose of acknowledging the terminations contemplated herein.

Other than as provided herein, the Agreement remains unmodified and in full force and effect. Capitalized terms undefined herein shall have the meaning given to them under the Agreement.

[Signature Pages Follow]

GRANTEE:
ELK WIND ENERGY LLC

By: _____
Spencer Mash, Chief Financial Officer

STATE OF New York)
) SS:
COUNTY OF New York)

This record was acknowledged before me on May 16th, 2023 by Spencer Mash, Chief Financial Officer of Elk Wind Energy LLC, an Iowa limited liability company.

Katelyn Esper- *Katelyn Ferris Esper*
NOTARY PUBLIC IN AND FOR SAID STATE



