

Recorded: 11/13/2023 at 11:42:26.0 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: 2862

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 490; Book 2011, Page 3683

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 23rd day of August, 2023, by and between Dorothy M. Fall Revocable Trust dated December 5, 2014 (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, Dorothy Mae Fall, a single person (“**Original Owner**”), and Elk entered into a Wind Farm Easement Agreement dated on or about January 25, 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 4, 2011 at Book 2011, Page 490, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3683 (collectively, the “**Agreement**”), and as amended by a certain First Amendment to Wind Farm Easement Agreement dated November 27, 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 March of 2015, 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 August 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: Dorothy M. Fall Revocable Trust
c/o Hertz Farm Management Inc.
P.O. Box 500
Nevada, IA 50201

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: [Signature]
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.

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

[Signature]
Signature

OWNER:
DOROTHY M. FALL REVOCABLE TRUST
DATED DECEMBER 5, 2014

By: Gary L. Fall
Gary L. Fall, Trustee

By: Cheryl Creed
Cheryl Creed, Trustee

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Polk) ss.

This instrument was acknowledged before me on 8/23, 2023, by Gary L. Fall, as Trustee of the Dorothy M. Fall Revocable Trust dated December 5, 2014.

Mary R. Christopher
Signature of Notary Public



ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Black Hawk) ss.

This instrument was acknowledged before me on 8/23, 2023, by Cheryl Creed, as Trustee of the Dorothy M. Fall Revocable Trust dated December 5, 2014.

Karla K. Jeanes
Signature of Notary Public

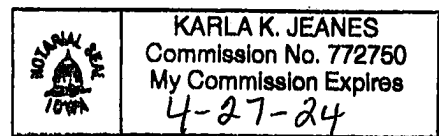
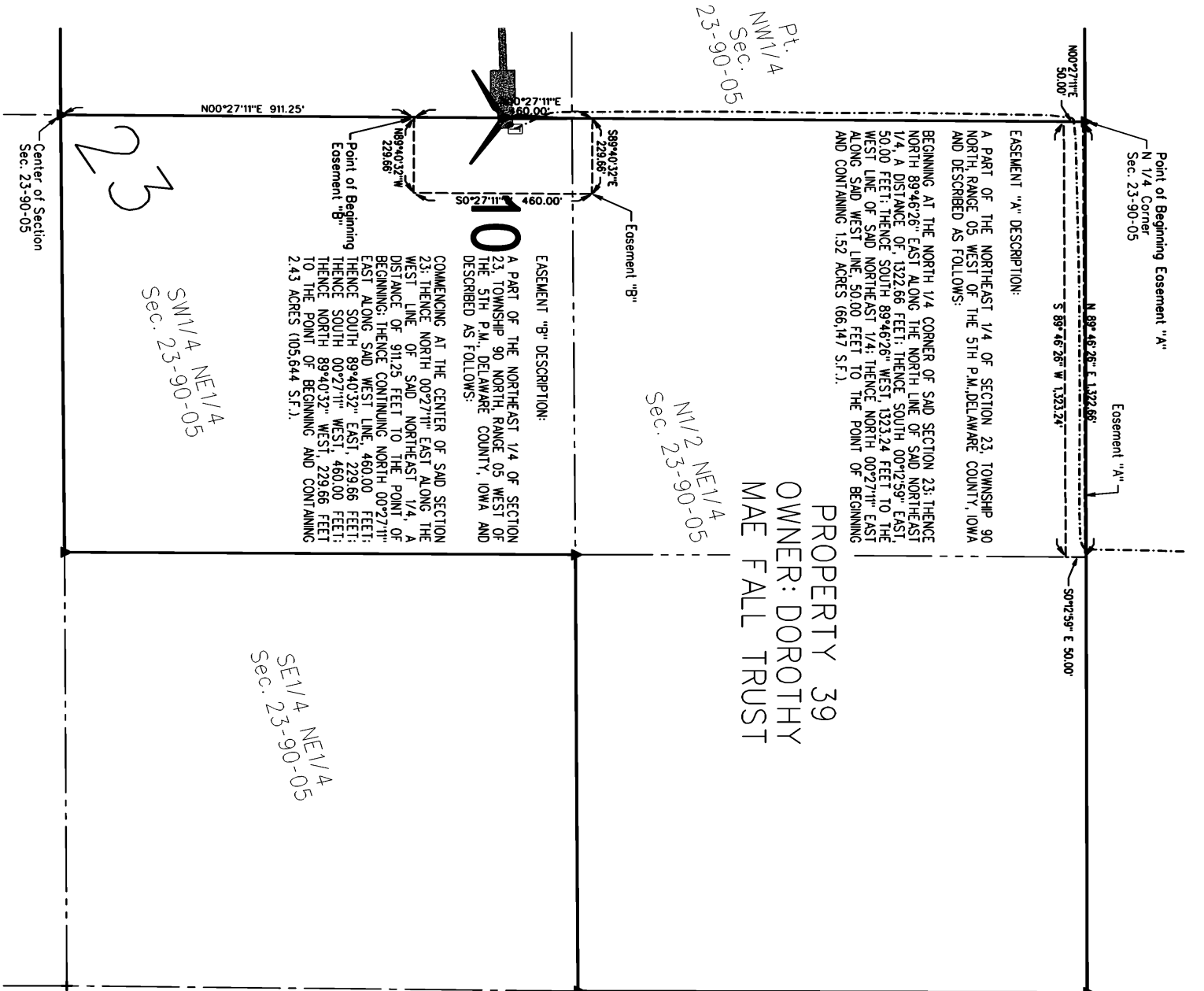


EXHIBIT A
LEGAL DESCRIPTION OF YOUR PROPERTY

The North Half of the Northeast Quarter (N 1/2 NE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section Twenty-three (23), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa.

Net Acreage of Parcel per Assessor's Records: 120.00

EXHIBIT E



PROPERTY 39
 OWNER: DOROTHY
 MAE FALL TRUST

EASEMENT "B" DESCRIPTION:
 A PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 90 NORTH, RANGE 05 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE CENTER OF SAID SECTION 23, THENCE NORTH 00°27'11" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 911.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°27'11" EAST ALONG SAID WEST LINE, 460.00 FEET; THENCE SOUTH 89°40'32" EAST, 229.66 FEET; THENCE SOUTH 00°27'11" WEST, 460.00 FEET; THENCE NORTH 89°40'32" WEST, 229.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.43 ACRES (105,644 S.F.).

EASEMENT "A" DESCRIPTION:
 A PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 90 NORTH, RANGE 05 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 89°46'26" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1322.66 FEET; THENCE SOUTH 00°12'59" EAST, 50.00 FEET; THENCE SOUTH 89°46'26" WEST, 1323.24 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00°27'11" EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.52 ACRES (66,147 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 MP&E LEVEL. THE ABOVE-GROUND JUNCTION BOXES AND TRANSFORMERS WERE FIELD SURVEYED.

