

Recorded: 12/27/2023 at 3:45:35.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 3239

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 485; Book 2011, Page 3676

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 11th day of December, 2023, by and between Austin Allen Kuehl, a single person and Destinee Vi Flesch, a single person (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, Charles V. Robinson and Debra Sue Robinson, husband and wife (“**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 485, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3676 (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 on Original Owner’s real property legally described on **Exhibit A** attached thereto (the “**Existing Property**”). The Existing Property is a portion of the real property referred to as “Your Property” in the Agreement, legally described on **Exhibit A** attached hereto. The Existing Property was conveyed pursuant to that certain Quit Claim Deed by and between Debra Sue Robinson, successor in interest to the Original Owner, and You, dated as of March 6, 2018, which was recorded in the official records of the Recorder’s Office on March 8, 2018 at Book 2018, Page 553. Except as specifically set forth herein, any reference in this Second Amendment or to the Agreement to “Your Property” shall be deemed to mean the Existing Property; and

WHEREAS, Your Property was conveyed to Luke W. Robinson and Mandy F. Robinson in March of 2015, and conveyed to You on October 24, 2023, 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, Luke W. Robinson and Mandy F. Robinson and Elk entered into an amendment to the Easement on October 20, 2023 (the “**Second Amendment**”).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. 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.
2. All notices or other communications required or permitted by the Agreement shall be made to the addresses below:

If to Owner: Austin Allen Kuehl
1385 227th Ave.
Greeley, Iowa 52050

Destinee Vi Flesch
1385 227th Ave.
Greeley, Iowa 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

3. Other terms of the Amendment are as set forth in the Amendment.
4. Owner hereby consents to and ratifies the First Amendment and Second 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: Charles Wheeler

Title: Authorized Signatory

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)
) ss.
COUNTY OF NEW YORK)

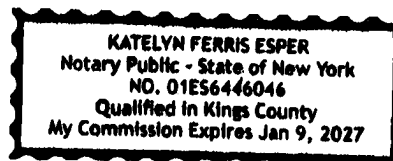
On September 11, 2023, before me, Katelyn Esper, a Notary Public, personally appeared Charles Wheeler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.


Signature

[SEAL]



OWNER(S):

Austin Allen Kuehl

Austin Allen Kuehl

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Delaware) ss.

This instrument was acknowledged before me on December 11, 2023, Austin Allen Kuehl, a single person.



Kevin Lehs
Signature of Notary Public

Destinee Vi Flesch
Destinee Vi Flesch

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Delaware) ss.

This instrument was acknowledged before me on December 11, 2023, Destinee Vi Flesch, a single person.



Kevin Lehs
Signature of Notary Public

**EXHIBIT A
LEGAL DESCRIPTION**

Your Property:

The Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4), and all that part of the West One-Half of the Southeast Quarter (W 1/2 of SE 1/4), lying South of New Vienna and State Line Road, in Section 19, Township 90 North, Range 4 West, Delaware County, Iowa.

Net Acreage of Parcel per Assessor's Records: 77.99

Existing Property:

Parcel 2017-48 in the Southwest Quarter of the Southeast Quarter in Section 19, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2017, Page 1980.

Net Acreage of Parcel per Assessor's Records: 2.98