

Instr. Number: 23-977
BK: 2023 PG: 977
Recorded: 5/24/2023 at 2:36:19.0 PM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Pages 6
Real Estate Transfer Tax
Denise D. Baker RECORDER
Wright County, Iowa

MEMORANDUM OF AGREEMENT REGARDING EASEMENTS
Recorder's Cover Sheet

Preparer Information:

Invenergy Wind Development LLC
Attn: General Counsel
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
(312) 224-1400

Taxpayer Information:

Barbara & Robert Porter
6700 E. Thomas Rd - #15
Scottsdale, AZ 85251
(612) 751-3939

Return Document To:

Invenergy Wind Development LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

Grantors:

Barbara Marie Porter and Robert Carl Porter, wife and husband, as joint tenants with full rights of survivorship and not as tenants in common

Grantees:

Invenergy Wind Development LLC, a Delaware limited liability company

Legal Description: See Exhibit A

Document or instrument number of previously recorded documents: N/A

MEMORANDUM OF AGREEMENT REGARDING EASEMENTS

THIS MEMORANDUM OF AGREEMENT REGARDING EASEMENTS (this "**Memorandum**"), is made, dated and effective as of April 19, 2023 (the "**Effective Date**"), between **Barbara Marie Porter and Robert Carl Porter, wife and husband, as joint tenants with full rights of survivorship and not as tenants in common**, (together with its successors, assigns and heirs, "**Owner**"), whose address is 6700 E. Thomas Rd #15, Scottsdale, AZ 85251, and **Invenergy Wind Development LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "**Grantee**"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regard to the following:

1. Owner and Grantee did enter into that certain Agreement Regarding Easements dated of even date herewith (the "**Agreement**") which affects the real property located in Wright County, Iowa, as more particularly described in **Exhibit A** attached hereto as **Page #6** (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants Grantee, among other things, the right to install Windpower Facilities (and related infrastructure and appurtenances) on Owner's Property and certain other access rights and rights to use the Property in connection with the wind energy generation project. Owner also irrevocably waived, to the extent permitted by law, enforcement of any applicable setback requirements.

3. Term. The "**Term**" is comprised of the Development Term, Operations Term and Extended Term as follows:

(i) The initial term of the Easement ("**Development Term**") commences on the Effective Date and, unless sooner terminated in accordance with the Agreement, shall continue without interruption until the earlier of the Operations Date or the date ten (10) years from the Effective Date.

(ii) If Grantee constructs any Windpower Facilities on the Property, the "**Operations Term**" shall begin on the Operations Date and end on the twenty-fifth (25th) anniversary of the Operations Date.

(iii) The "**Operations Date**" shall mean the earlier of: (1) the first date Windpower Facilities installed on the Property begin delivering electricity to the transmission grid or (2) the date Grantee notifies Owner in writing that Grantee has elected to declare that the Operations Date has occurred (whether or not Windpower Facilities have been installed on the Property). Grantee shall notify Owner of the Operations Date within forty-five (45) days after the Operations Date occurs. Owner grants Grantee permission to record in the Wright County records a notice specifying the Operations Date.

(iv) Grantee shall have the preferential right upon written notice to Owner before expiration of the Operations Term to extend the term of the Agreement for an additional period of fifteen (15) years ("**Extended Term**") expiring on the fortieth (40th) anniversary of the

Operations Date. Owner grants Grantee permission to record in the Wright County records a notice of such extension.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities (and related infrastructure and appurtenances) installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities (and related infrastructure and appurtenances) at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

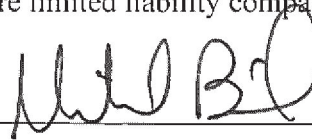
7. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

GRANTEE:

Invenergy Wind Development LLC
a Delaware limited liability company

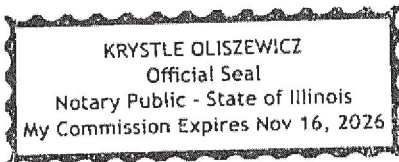
By: 

Name: Michael Baird

Title: Vice President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

This record was acknowledged before me on April 19, 2023, by Michael Baird as Vice President of Invenergy Wind Development LLC, a Delaware limited liability company.



STAMP

 
Notary's Name (Printed): Krystle Oliszewicz
My commission expires: Nov 16, 2026

OWNER:

By:

Barbara Marie Porter
Barbara Marie Porter

By:

Robert Carl Porter
Robert Carl Porter

STATE OF

Arizona)

) ss:

COUNTY OF

Maricopa)

This record was acknowledged before me on the 4th day of April, 2023 by Barbara Marie Porter and Robert Carl Porter, husband and wife.

Sharon E Whittington
Notary Public
Maricopa County, Arizona
My Comm. Expires 03-01-25
Commission No. 599425

Sharon E. Whittington
Notary's Name (Printed): Sharon E. Whittington
My commission expires: 3/01/2025

EXHIBIT A TO MEMORANDUM

Legal Description of the Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
1410200006	Wright	90N / 25W	10	40.00
Total				40.00

Legal Description:

The East ½ of the West ½ of the Northeast ¼ of Section 10, Township 90 North, Range 25 West of the 5th P.M., Wright County, Iowa.