

2020-19398
KAREN L. MILLER
LASALLE COUNTY RECORDER
OTTAWA, IL
RECORDED ON
12/15/2020 11:23 AM
PAGES: 5
PLAT ACT: 0

PREPARED BY:
Heartland Wind LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, OR 97209
Telephone: 503-796-7167

REC FEE 59.00
RHSP FEE 9.00

AFTER RECORDING RETURN TO:
Winthrop & Weinstine
Attn: Krista A. Bengtson Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

**MEMORANDUM OF UNDERGROUND ELECTRICAL LINE AND
ASSOCIATED ACCESS EASEMENT**

This **MEMORANDUM OF UNDERGROUND ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT** (this "Memorandum ") is made, effective as of September 15, 2020, by and between **Mary E. Dermody (f/k/a Marybeth Kelley)** ("Grantor"), whose address is **3100 SE 168th Ave. #245, Vancouver, WA 98683**, and **HEARTLAND WIND LLC**, an Oregon limited liability company ("Grantee"), whose address is **1125 NW Couch, Suite 700, Portland, Oregon 97209**, in light of the following facts and circumstances:

Grantor and Grantee entered in that certain Underground Electrical Line and Associated Access Easement, of even date herewith (the "Easement Agreement"), pursuant to which Grantor has granted to Grantee easements and rights-of-way on, over, under and across the real property of Grantor located in LaSalle County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property") for Grantee's facilities for the transmission of electric power and for communication purposes. Grantor and Grantee have executed and acknowledged this Memorandum for the purpose of providing public and constructive notice of the Easement Agreement.

NOW THEREFORE, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants to Grantee an underground collection system easement consisting of:

1.1 an area of one hundred (100) feet in width, as more particularly depicted on the attached Exhibit B, incorporated herein by this reference (the "Easement Corridor"), for the location of the underground collection system, consisting of line or lines of underground wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in

connection with said underground wires and/or cables under such easement rights (collectively, the "**Underground Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Underground Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.2 an easement and right-of-way for ingress and egress to and from Grantee's improvements, for construction, operation, inspection, service and maintenance purposes (whether located on the Property, on adjacent property, or elsewhere), over and along the Property and any adjacent properties owned or controlled by Grantor by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may designate from time to time.

2. **Term.** The term of the Easement shall be up to sixty (60) years from and after the Effective Date.

3. **Covenants Running With The Land.** The parties hereby agree that all of the covenants and agreements contained in the Easement Agreement touch and concern the real estate described herein and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Grantor's Property and each party's present or future estate or interest.

4. **Miscellaneous.** Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Easement Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Easement Agreement, the provisions of the Easement Agreement shall control. Nothing in this Easement Agreement Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Easement Agreement or otherwise limit or expand the rights and obligations of the parties under the Easement Agreement and the Easement Agreement shall control over this Memorandum in all events.

5. **Governing Law.** This Memorandum and the Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

(SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES)

IN WITNESS WHEREOF, Grantor and Grantee have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the date first written above.

GRANTEE:

HEARTLAND WIND LLC,
an Oregon limited liability company

By: [Signature]
Printed Name: Sara Parsons
Title: Authorized Representative

By: [Signature]
Printed Name: Steve Krump
Title: Authorized Representative



STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 8th day of October, 2020, by Sara M Parsons and Steve Krump as Authorized Representatives of HEARTLAND WIND LLC, an Oregon limited liability company, on behalf of such limited liability company.

Witness my hand and official seal.



Notary signature: [Signature]
Notary Printed Name: Elizabeth Anne Gonzalez
State of Oregon
My commission expires: 3-6-22
Commission No.: 972175

"EXHIBIT A"

Description of Property

All that real property located in LaSalle County, State of Illinois, described as follows:

PIN – 37-13-302-000 – 40 acres

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 13, Township 29 North, Range 2 East of the Third Principal Meridian, LaSalle County, Illinois.

PREPARED BY:
Heartland Wind LLC
Attention: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7000

2023-11170
KAREN L. MILLER
LASALLE COUNTY RECORDER
OTTAWA, IL
RECORDED ON
10/26/2023 10:25 AM
PAGES: 5
PLAT ACT: 0

REC FEE 59.00
RHSP FEE 18.00

AFTER RECORDING RETURN TO:
Winthrop & Weinstine
Attn: Krista Bengtson-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

FA673

Space above this line for Recorder's use only)

**FIRST AMENDMENT TO
UNDERGROUND ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT**

This First Amendment to Underground Electrical Line and Associated Access Easement (this "First Amendment") is made and entered into as of September 16, 2023 (the "First Amendment Effective Date") by MARY E. DERMODY (F/K/A MARYBETH KELLEY) ("Landowner") and HEARTLAND WIND LLC, an Oregon limited liability company ("Heartland"). Landowner and Heartland are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS, Landowner and Heartland entered into that certain Underground Electrical Line and Associated Access Easement ("Agreement") dated and effective as of September 15, 2020, a memorandum of which was recorded on December 15, 2020, with the County Clerk-Recorder of LaSalle County, Illinois ("Official Records") as Document Number 2020-19398 (the "Memorandum"). The Agreement grants to Heartland an exclusive easement over and across a 100-foot-wide parcel of land owned by Landowner (the "Easement"). The Agreement contains an Exhibit B which is a general depiction of the location of the Easement. At the time the Agreement was executed, Landowner and Heartland agreed to record a detailed and precise description of the location of the Easement once as-built survey work had been completed.
- B. The Parties desire to amend the Agreement to more precisely define the location of the Easement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and Midland hereby further agree as follows:

This document is being processed for recording by First American Title as an accommodation only. Said document has not been reviewed for accuracy, execution, or impact on title.

1. Replacement of Exhibit B Legal Description. Exhibit B to the Agreement and Memorandum are hereby deleted in their entirety and replaced with the Exhibit B attached to this First Amendment. From and after the First Amendment Effective Date, the term "Easement" as used in the Agreement, Memorandum, and this First Amendment shall refer to the Easement as described on Exhibit B attached hereto and incorporated herein by this reference.

2. Miscellaneous.
 - 2.1 Assignment. Heartland may, without Landowner's consent or approval, mortgage, collaterally assign, assign or otherwise encumber or otherwise transfer and grant security interests in all or any part of its interest in the Agreement as amended and from time to time.

 - 2.2 Governing Law. This First Amendment and all matters arising hereunder or in connection herewith shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

 - 2.3 Successors and Assigns. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

 - 2.4 Effect of Headings. Headings appearing in this First Amendment are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof.

4. Counterparts. This First Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Landowner and Heartland have caused this First Amendment to be executed and delivered by their duly authorized representatives as of the First Amendment Effective Date.

LANDOWNER:

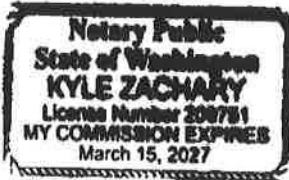
Mary E. Dermody

Mary E. Dermody
F/k/a
MARYBETH KELLEY

STATE of Washington
COUNTY of Clark }

On this 16th day of August, 2023, before me a notary public, the undersigned, personally appeared Mary E. Dermody (f/k/a Marybeth Kelley), an individual personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same, and that by her signature on the instrument the person, or entity upon behalf of which the persons acted, executed the instrument.

In witness whereof, I have set my hand official seal.



Notary Signature *Kyle Zachary*
Name: Kyle Zachary
Notary Public For Clark County WA
My commission expires March 15, 2027
Commission No. 506751

PLACE NOTARY STAMP ABOVE

EXHIBIT B

DESCRIPTION OF EASEMENT COORIDOR

All that certain tract of land situated in LaSalle County, State of Illinois and being a portion of Parcel Identification No. **36-35-202-000**, and more particularly described as follows:

A 50 foot wide easement for underground electric purposes lying over, under, and across part of the Northeast Quarter of Section 35, Township 30 North, Range 2 East, LaSalle County, Illinois. Said easement is described as follows:

Commencing at the mag nail at the southeast corner of said Northeast Quarter;

Thence North 00 degrees 37 minutes 40 seconds East, along the east line of said Northeast Quarter, a distance of 1282.84 feet to the Point of Beginning;

Thence South 80 degrees 03 minutes 56 seconds West parallel with the southerly right of way line of the Atchison, Topeka & Santa Fe Railroad, a distance of 2697.73 feet to the west line of said Northeast Quarter;

Thence North 00 degrees 40 minutes 37 seconds East along said west line, a distance of 50.87 feet to said southerly right of way line;

Thence North 80 degrees 03 minutes 56 seconds East along said southerly right of way line, a distance of 2697.69 feet to said east line of the Northeast Quarter;

Thence South 00 degrees 37 minutes 40 seconds West along said east line of the Northeast Quarter, a distance of 50.86 feet to the Point of Beginning.

BEARINGS ARE BASED UPON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST ZONE, NAD 83 (2011), US SURVEY FOOT.