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Pages 3  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.32  
Combined Fee: \$20.32  
Revenue Tax:  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

PREPARED BY AND RETURN TO: ERIC WOOSLEY, MIDAMERICAN ENERGY COMPANY ATTN: RIGHT OF WAY DMU1 P.O. BOX 657 DES MOINES, IA 50306-0657, TELEPHONE: (515) 281-2914

PARTIAL TERMINATION OF WINDPARK EASEMENT AGREEMENT AND  
MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

THIS PARTIAL TERMINATION OF WINDPARK EASEMENT AGREEMENT AND MEMORANDUM OF WINDPARK EASEMENT AGREEMENT (this "**Partial Termination**") is executed as of the 9th day of February, 2023 (the "**Termination Effective Date**") by MidAmerican Energy Company, an Iowa Corporation ("**Developer**"), with reference to the following facts:

- A. Richard W. Marsh and Mary Jo Marsh, husband and wife, as Joint Tenants with Full Rights of Survivorship (Parcel 1); Richard W. Marsh and Mary Jo Marsh, husband and wife, as Tenants in Common (Parcel 2); Richard W. Marsh and Mary Jo Marsh, his wife (Parcel 3) and Developer entered into that certain unrecorded Windpark Easement Agreement (the "**Agreement**") dated as of June 13, 2016 a Memorandum (the "**Memorandum**") of which was recorded, September 12, 2016 as Instrument 2016-0837, in Official Records of Adair County, Iowa, and November 03, 2016 in Book 2016, Page 3313, in Official Records of Madison County, Iowa whereby Owner granted to Developer certain easement rights and related uses over, under and across certain real property located in Adair and Madison County, Iowa, as more particularly described in Exhibit A attached hereto (the "**Property**").
- B. Section 8.3 of the Agreement provides that Developer may terminate the Agreement and the easements therein at any time, as to all or any part of the Property, by giving Original Landowner written notice.
- C. Developer has provided written notice to Original Landowner of the partial termination of the Windpark Easement Agreement and desires to execute this Partial Termination so as to evidence the partial termination of the Windpark Easement Agreement.

NOW, THEREFORE, effective as of the Termination Effective Date, Developer hereby cancels and terminates the Windpark Easement Agreement only with respect to the Terminated Easement Description described in Exhibit "A" and attached hereto. This Partial Termination shall bind and insure to the benefit of the Original Landowner and Developer and their respective heirs, legal representatives, successors and assigns.

(Acknowledgements on next page)

IN WITNESS WHEREOF, Developer has executed this Partial Termination as of the date of first set forth above.

**DEVELOPER**

MIDAMERICAN ENERGY COMPANY

By: [Signature]  
Adam Jablonski  
Vice President, Resource Development

By: [Signature]  
Mark Lowe  
Vice President, General Counsel and  
Assistant Secretary

**ACKNOWLEDGEMENTS**

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on February 7, 2023, by Adam Jablonski as Vice President, Resource Development for MidAmerican Energy Company.



[Signature]  
Signature of Notary Public

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on February 9, 2023, by Mark Lowe as Vice President, General Counsel and Assistant Secretary for MidAmerican Energy Company.



[Signature]  
Signature of Notary Public

## EXHIBIT A

### Easement Description:

#### Parcel 1

The South Half of the Northeast Quarter (S½ NE¼) of Section Fourteen (14), Township Seventy-seven (77) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa, subject to and together with any and all easements, restrictions or covenants apparent or of record.

#### Parcel 2

The North Half of the Southwest Fractional Quarter (N½ SWFr¼) of Section Seven (7), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land described as the South 361.5 feet of the West 406.0 feet of the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of said Section Seven (7) containing 3.3543 acres.

#### Parcel 3

A tract of land commencing at the Southwest corner of the Northwest Fractional Quarter (NWFr¼) of Section Six (6), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, and running thence East 80 rods, thence North 40 rods, thence West 80 rods, thence South 40 rods to the place of beginning (EXCEPT a parcel of land commencing at the West Quarter corner of Section 6, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence along the West line of the Northwest Quarter (NW¼) of said Section on an assumed bearing of North 0°00'00" East a distance of 339.89 feet to the Point of Beginning; thence continuing North 0°00'00" East 321.00 feet; thence along an existing fence, South 89°43'58" East 407.10 feet; thence along an existing fence and its southerly prolongation, South 00°00'24" East 321.00 feet; thence North 89°43'58" West 407.14 feet to the Point of Beginning) containing 17 acres more or less, AND a tract of land commencing 40 rods North of the Southwest corner of the Northwest Fractional Quarter (NWFr¼) of Section Six (6), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence running East 80 rods; thence 40 rods North; thence West 80 rods; thence South 40 rods along the line between Madison and Adair Counties to the place of beginning, EXCEPT a tract of land commencing 40 rods North of the Southwest corner of the Northwest Fractional Quarter (NWFr¼) of Section Six (6), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., thence East 185 feet; thence North 230 feet; thence West 185 feet; thence South 230 feet to the point of beginning.

### Terminated Easement Description:

#### Parcel 2

The North Half of the Southwest Fractional Quarter (N½ SWFr¼) of Section Seven (7), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land described as the South 361.5 feet of the West 406.0 feet of the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of said Section Seven (7) containing 3.3543 acres.

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