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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

*E/* This document was prepared by, and after recording please return to:  
*RPMACCESS* Stephen Dryden, 6205 Mills Civic Parkway, West Des Moines, IA 50266 (515) 223-0511

### MEMORANDUM OF WIND FARM OPTION AGREEMENT

This is a Memorandum ("Memorandum") of a Wind Farm Option Agreement ("Agreement") signed at the same time as this Memorandum between Kisgen Family Trust, Revocable dated January 24, 2000, whose address for purposes of this Memorandum is *3205 MERLOT CREST*, Temicula, CA *92591*, its successors and assigns ("Owner"), as grantor, and Macksburg Wind Energy LLC, an Iowa limited liability company, whose address for purposes of this Memorandum is 6205 Mills Civic Pkwy, West Des Moines, IA 50266, its successors and assigns ("Macksburg"), as grantee, pertaining to Owner's Property legally described on the attached copy of **Exhibit A** to the Agreement.

1. **Easements.** The Agreement is an option with respect to the Owner's Property for a Wind Farm Easement Agreement granted by Owner in favor of Macksburg including any or all of the following easements: turbine site, meteorological tower site, access, collection facilities, collection line, overhang, construction, wind non-obstruction, sound, and light and shadow and other easements.
2. **Exercise of Options.** Exercise of the Option Agreement as to a portion of Owner's Property and/or exercise to obtain an overhang, construction, wind non-obstruction, sound, and light and shadow easements as to all or a portion of Owner's Property shall not terminate this Option Agreement.
3. **Term of Option.** The term of the Agreement ends December 31, 2015, provided Macksburg may extend the Agreement for a one year period through December 31, 2016, as more specifically provided in the Agreement.
4. **Record of Termination of Option Agreement.** If the Agreement is terminated or allowed to expire without being exercised or extended, Macksburg will file a notice of termination of the Agreement in the public records. If Macksburg, when obligated to do so, fails to file a notice of termination, then Owner may file Owner's affidavit of termination of this Agreement and proof of service of a copy of the affidavit on Macksburg according to the notice procedures of the Agreement. Unless Macksburg files in the public records a written objection or denial of termination within thirty (30) days after service on it of the affidavit, the affidavit shall have the same effect as a notice of termination by Macksburg.
5. **Assignment.** The Agreement runs with the land. Macksburg may freely transfer its rights under the Agreement to others. Owner may freely sell, mortgage, or lease the Owner's Property to others. Any such assignment, sale, mortgage, lease or other form of transfer shall be subject to the terms and requirements of the Agreement.

MACKSBURG:

Macksburg Wind Energy LLC  
an Iowa limited liability company

By *James T. Dimond*  
James T. Dimond, Authorized Representative

STATE OF IOWA, POIK COUNTY) SS:

This record was acknowledged before me on July 30, 2013 by  
James T. Dimond as authorized representative of Macksburg Wind Energy LLC.



*Michelle R Seifert*  
Signature of Notary Public

My commission expires: 10/8/2014

Stamp

[OWNER'S SIGNATURES BEGIN ON NEXT PAGE]

OWNER:

Kisgen Family Trust, Revocable dated January 24, 2000

Signature [Handwritten Signature]  
William Kisgen, Trustee

OWNER:

Kisgen Family Trust, Revocable dated January 24, 2000

Signature [Handwritten Signature]  
Susan Kisgen, Trustee

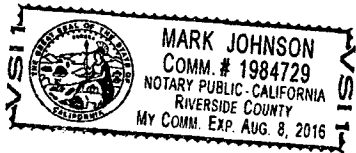
**Notary Acknowledgments**

STATE OF CA, Riverside COUNTY) SS:

This record was acknowledged before me this 29 day of July, 2013, by William Kisgen and Susan Kisgen, husband and wife, Trustees of the Kisgen Family Trust, Revocable dated January 24, 2000.

[Handwritten Signature]  
Signature of Notary Public  
My commission expires: 8-8-2016

Stamp



## EXHIBIT A

### LEGAL DESCRIPTION OF OWNER'S PROPERTY

Owner agrees that the following legal description is subject to correction to reflect an accurate legal description to be provided by an abstractor based on an accurate representation of the County Records and, if necessary, based on a survey obtained at Macksburg's expense. Acreage is also subject to correction to conform to the accurate legal description.

The East Half of the Northeast Quarter (E1/2 NE1/4), of Section Fourteen (14), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; AND The North Half of the Southeast Quarter (N1/2 SE1/4), of Section Fourteen (14), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except the following described real estate; A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 14, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the East Quarter corner of Section 14, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence along the East line of the Southeast Quarter of said Section 14, South 00 degrees 00 minutes 00 seconds, 520.12 feet to the point of beginning; thence continuing along said East line South 00 degrees 00 minutes 00 seconds, 767.72 feet; thence North 89 degrees 21 minutes 58 seconds West, 234.45 feet; thence North 00 degrees 56 minutes 07 seconds East, 767.69 feet; thence South 89 degrees 21 minutes 58 seconds East, 221.92 feet to the point of beginning. Also Excepting therefrom the following described parcel of land: Parcel "E" located in the Northeast Quarter of the Southeast Quarter of Section Fourteen (14), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown on Plat of Survey recorded September 26, 2006, in Book 2006, Page 3940 and more particularly described as follows: Beginning at the East Quarter corner of Section 14, Township 74, Range 29 West of the 5th P.M., Madison County, Iowa; thence South 00 degrees 24 minutes 38 seconds West, 520.12 feet along the East line of the Southeast Quarter of said Section 14; thence North 88 degrees 55 minutes 53 seconds West, 221.92 feet; thence South 01 degrees 21 minutes 14 seconds West, 322.21 feet along an existing fence line; thence South 89 degrees 19 minutes 02 seconds West, 362.22 feet along an existing fence line; thence North 01 degrees 18 minutes 57 seconds East, 590.10 feet along an existing fence line; thence North 80 degrees 12 minutes 15 seconds West, 558.62 feet along an existing fence line. thence North 00 degrees 24 minutes 38 seconds East, 147.26 feet to a point on the North line of the Northeast Quarter of the Southeast Quarter of said Section 14; thence North 89 degrees 29 minutes 08 seconds East, 1131.35 feet along the North line of the Northeast Quarter of the Southeast Quarter of said Section 14, which is also an existing fence line, to the point of beginning

**Acreage of Owner's Property per County Assessor's Records: 137.44**