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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

ERPMAccess This document was prepared by, and after recording please return to:
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 Gary L. Kauffman and Sharon M. Kauffman, Husband and Wife, as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common whose address for purposes of this Memorandum is 1599 330th St., Lorimor, IA 50149, 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

[Handwritten Signature]
James T. Dimond

Authorized Representative

STATE OF IOWA, Madison COUNTY) SS:

This record was acknowledged before me on August 28, 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 or Seal

[OWNER'S SIGNATURES BEGIN ON NEXT PAGE]

OWNER:

Signature Gary L. Kauffman
Gary L. Kauffman

OWNER:

Signature Sharon M. Kauffman
Sharon M. Kauffman

Individual Acknowledgments

STATE OF IOWA, Madison COUNTY) SS:

This record was acknowledged before me this 20th day of August, 2013 by Gary L. Kauffman and Sharon M. Kauffman, husband and wife.



Michelle R. Seifert
Signature of Notary Public
My commission expires: 10/8/2014

Stamp or Seal

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 Northwest Quarter of the Southwest Fractional Quarter (NW1/4 SW Fr1 1/4) of Section Thirty (30), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; AND the East Half of the Southeast Quarter (E1/2 SE1/4) of Section Twenty-five (25), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, including Parcel "A" located in the Southeast Quarter of the Southeast Quarter as shown on Plat of Survey recorded July 2, 1997, in Book 3 of Plat Records, Page 45, and more particularly described as follows: Beginning at the Southeast corner of Section 25, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence North 0 degrees 14 minutes 21 seconds West along the East line of the Southeast Quarter of said Section 25, 685.90 feet; thence South 88 degrees 39 minutes 04 seconds West, 164.08 feet; thence North 33 degrees 50 minutes 55 seconds West, 215.79 feet; thence South 43 degrees 18 minutes 44 seconds West, 410.05 feet; thence South 56 degrees 02 minutes 48 seconds East, 155.95 feet; thence South 0 degrees 17 minutes 29 seconds East, 475.80 feet to a point on the South line of said Section 25; thence North 90 degrees 00 minutes 00 seconds East along the South line of said Section 25, 436.60 feet to the point of beginning

Acreage of Owner's Property per County Assessor's Records: 112.31