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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**ASSIGNMENT OF MACKSBURG WIND FARM EASEMENT AGREEMENT**  
Recorder's Cover Sheet

**Preparer Information:**

Brett Osborn  
Wetsch Abbott and Osborn  
974 73rd Street, Suite 20  
Des Moines, IA 50324  
(515)223-6000

**Taxpayer Information:**

Not applicable

**Return Address**

Stephen F. Dryden  
6205 Mills Civic Parkway  
West Des Moines, IA 50266

**Grantors:**

Michael P. Holzworth and Katherine L. Holzworth, Husband and Wife  
Victor M. Holzworth, Single  
Maggie K. Holzworth, Sing.e

**Grantees:**

Earlham Savings Bank

**Legal Description:** See Page 2

**Document or instrument number if applicable:**

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## ASSIGNMENT OF MACKSBURG WIND FARM EASEMENT AGREEMENT

**WHEREAS**, this Assignment is made and executed between Michael P. Holzworth, Katherine L. Holzworth, husband and wife, Victor M. Holzworth, a single person and Maggie K. Holzworth, a single person, (referred to below as "Grantor") and Earlham Savings Bank, whose address is 7300 Lake Drive, West Des Moines, Iowa 50266, (referred to below as "Grantee" or "Lender").

**WHEREAS, Grantor** has entered into a "Macksburg Wind Farm Easement Agreement dated on June 12, 2013" as Amended from time to time with Macksburg Wind Energy, LLC (hereinafter "Easement"). Said Easement is a thirty (30) year agreement for the erection and maintenance of a wind turbine farm including meteorological towers, electrical substations, collection facilities, access road, entrances, fences and gates, drainage and erosion control systems, signs and other improvements, fixtures, facilities, machinery and equipment used in connection with the wind farm as more fully set forth and described in said agreement which also includes easements for overhang wind non-obstruction noise, light and shadow and studies.

**WHEREAS, Grantor** entered into the Easement with Macksburg Wind Energy, LLC for the erection and maintenance of the wind farm as more particularly described in the Macksburg Wind Farm Easement Agreement for the mutual benefit, desire and expansion of the wind farm of Macksburg Wind Energy, LLC on the real estate described below owned by Grantor which also contains an option agreement.

**NOW THEREFORE**, Grantor hereby assigns said Easement to Grantee for further security, collateral and to induce Grantee to lend to Grantor under the terms and conditions of the Note dated the 25 day of March, 2010, and any amendments, modifications, increases, refinances, restructuring, modification or extension of credit and/or as evidenced by the Loan Documents as amended, modified, renewed, or extended.

The real estate is locally described as:

The Northeast Quarter (1/4); And the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Nineteen (19), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

**FURTHER**, Grantor covenants with Grantee as follows:

1. Grantor hereby assigns, sets over and transfers to Grantee, all of Grantor's right, title and interest in, to and under the Easement and all benefits arising therefrom. The assignment and security interest granted in this Assignment shall not be deemed or construed to constitute Lender as a party to the Easement or to obligate Lender to perform under the Easement or to attempt to do so, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under the provisions or terms of the Easement or otherwise. This Assignment is for collateral purposes and is in the sole discretion of Lender

whether it should pursue any performance of the terms and conditions of said Easement.

2. Grantor agrees to fully perform under the Easement and otherwise perform all obligations imposed upon Grantor under the Easement and under this Assignment, the Note and the Loan Documents.
3. Lender shall not be required to perform or do any acts or things pursuant to the Easement and the fact that Lender shall have performed any acts or thus shall not require Lender to do any other specific act or thing in relationship to the performance of the Easement.
4. Grantor hereby agrees to indemnify Grantee/Lender for any claims arising herefrom hold in connection with the Easement and Grantee agrees to harmless and indemnify Grantor/Lender for any liabilities and damages resulting from the Easement including reasonable attorney's fees, expenses, disbursements, protective advancements or otherwise under or with respect to the Easement including without limitation all liability and obligation for performance under said Easement.
5. Miscellaneous. This Assignment and the rights and obligations and reservations of liabilities of the parties hereunder shall survive the closing of the transaction referred to herein and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of Iowa applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.
6. Severability. If any term or provision of this Assignment or the Application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same Agreement.
8. Acknowledgment. The Grantor acknowledges receipt of a copy of this Agreement.

Grantor:

MP Holzworth  
Michael P. Holzworth

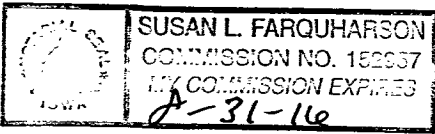
Victor M. Holzworth  
Victor M. Holzworth

Kathy A Holzworth  
Katherine A. Holzworth

M Holzworth  
Maggie K. Holzworth

State of Iowa )  
County of Polk ) ss.

On this 6th day of November, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael P. Holzworth, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that executed the same as voluntary act and deed.



Susan Farquharson  
NOTARY PUBLIC

State of Iowa )  
County of Polk ) ss.

On this 6th day of November, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Katherine A. Holzworth, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that executed the same as voluntary act and deed.



Susan Farquharson  
NOTARY PUBLIC

State of Iowa )  
 ) ss.  
County of POLK )

On this 8 day of NOVEMBER, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Victor M. Holzworth, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that executed the same as voluntary act and deed.

Michael P. Holzworth  
NOTARY PUBLIC

State of Iowa )  
 ) ss.  
County of POLK )

6-12-15

On this 6<sup>th</sup> day of NOVEMBER, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Maggie K. Holzworth, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that executed the same as voluntary act and deed.

Michael P. Holzworth  
NOTARY PUBLIC

Consent to Assignment :

6-12-15

Macksburg Wind Energy, LLC

By: James T. Dimore

STATE OF IOWA )  
 ) ss.  
COUNTY OF POLK )

On this 8<sup>th</sup> day of November, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James T. Dimore to me personally known, who being by me duly sworn, did say that he is the Manager of the Limited Liability Company executing the within and foregoing instrument, that no seal has been procured by said Limited Liability Company; that said instrument was signed on behalf of the

Limited Liability Company by authority of the Limited Liability Company; and that  
James T. Dimond as Manager, acknowledged the execution of the  
foregoing instrument to be the voluntary act and deed of the Limited Liability Company, by it  
and by him voluntarily executed.

Michelle R Seifert  
NOTARY PUBLIC

