



Document 2014 3118

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared by: Kathleen Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116  
Return to: MidAmerican Energy Company, Attn: Jamie A. Baker, 4299 Northwest Urbandale Drive, Urbandale, IA 50322; (515)  
PO Box 657, DSM 50306 242-3980

## MEMORANDUM OF WIND FARM EASEMENT AGREEMENT

MidAmerican Energy Company, an Iowa corporation, and its successors and assigns (“MEC”), William J. Kisgen and Susan Kisgen, Trustees of the Kisgen Family Trust, Revocable dated January 24, 2000, and their heirs, successors and assigns (collectively, “Owner”), are the parties to a Wind Farm Easement Agreement (the “Agreement”) signed at the same time as this Memorandum of Easement (“Memorandum”). The Agreement pertains to a wind energy project commonly known as the Macksburg Farm (“Wind Farm”), includes a grant of easements, and establishes the rights of the parties and their duties to each other with regard to the Wind Farm. The parties entered into the Agreement pursuant to a Wind Farm Option Agreement, a Memorandum of which is recorded at Book 2013, Page 226 of the Madison County records.

Capitalized terms that are not defined in this Memorandum have the meanings given them in the Agreement. This Memorandum incorporates all of the terms, conditions, provisions and covenants of the Agreement as if fully set forth in this Memorandum. This Memorandum is not intended to and shall not be construed as in any way modifying or altering the Agreement. If there is a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of Agreement, the Agreement shall control for all purposes.

Owner and MEC have agreed to record this Memorandum to give third parties notice of the existence of the Easements granted to MEC in the Agreement and certain other significant provisions of the Agreement.

**1. Grant of Easements.** The Agreement grants to MEC on the terms and conditions set forth in the Agreement some or all of the following Easements: Construction Easement, Turbine Site Easement, Access Easement, Collection Facilities Easement, Met Tower Site Easement, Overhang Easement, Wind Non-Obstruction Easement, Noise Easement, Light and Shadow Easement and Studies Easement. The Easements are irrevocable and exclusive except as otherwise provided in the Agreement.

**2. Property Affected by the Easements.** Exhibit A at Page 5 attached to this Memorandum legally describes the real property owned by Owner that is affected by the Agreement (“Owner’s Property”). The Wind Non-Obstruction Easement, Noise Easement, Light and Shadow Easement and Studies Easement affect all of Owner’s Property.

**Exhibit B** attached to this Memorandum is a preliminary site and easement plan for Owner's Property ("**Site Plan**"). The Site Plan shows the approximate location and boundaries of any proposed Turbine Site Easement, Met Tower Site Easement, Access Easement, Collection Facilities Easement, Overhang Easement, and Construction Easement that may be located on Owner's Property. After construction of the Wind Farm, MEC will separately record **Exhibit C** which shall replace Exhibit B. Exhibit C will be a dimensioned final site and easement plan with respect to Owner's Property that will show the locations of all Wind Energy Facilities, if any, as constructed on or overhanging Owner's Property together with a metes and bounds legal description of the perimeter of the Construction Easement and such other Easements and information as MEC deems appropriate.

**3. Term and Renewal.** The "Term" of the Agreement ends 30 years after the Commercial Operation Date of the Wind Farm. MEC at its option may extend the Term of the Agreement for one additional 25 year period beginning, without gap or interruption, at the end of the Term ("**Renewal Term**"). MEC may exercise this option for the Renewal Term by giving Owner notice of its intent to do so at least 16 months before expiration of the Term. If MEC does not give Owner timely notice of its exercise of this option for a Renewal Term, this Agreement and the Easements shall terminate as of the expiration of the Term. The "Commercial Operation Date" for purposes of the Agreement will be determined by MEC and specified in a notice of the Commercial Operation Date delivered by MEC to Owner.

**4. Termination.** When the Agreement expires or is completely or partially terminated as permitted in the Agreement, MEC will file an appropriate complete or partial termination of the Agreement, Easements or other rights granted to MEC in the Agreement in the public records in the county in which Owner's Property is located. If, when obligated to do so in accordance with the Agreement, MEC fails to file a notice of termination, then Owner may file an affidavit of termination of, as appropriate, the Agreement, Easements or other rights granted to MEC in the Agreement together with proof of service of the affidavit on MEC and any Lender or Assignee in the manner provided for giving notices. Unless MEC or a Lender or Assignee files in the public records in the county in which Owner's Property is located a written objection or denial of termination within 30 days after service of the affidavit, the affidavit will have the same effect as a notice of termination by MEC.

**5. Development and Use Restrictions.** The Agreement restricts snowmobiling, hunting and the discharge of firearms on the Owner's Property or in the vicinity of the Wind Energy Facilities for the protection of MEC's site personnel and the Wind Energy Facilities. The Agreement also contains development and use restrictions pertaining to construction of new structures on Owner's Property.

**6. Mechanic's Liens.** Owner gives notice that no mechanic's liens arising out of MEC's activities on the Owner's Property shall in any manner or degree attach to or affect the rights of Owner in the Owner's Property.

**7. Right to Mortgage and Assign.** MEC may without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Agreement, the Easements, the Easement Properties, or the Wind Energy Facilities. MEC shall also have the right without Owner's consent, to sell, assign, lease, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, or otherwise convey away, to one or more persons or entities, all or any part of MEC's interest in this Agreement, the Easements, the Easement Properties, other rights granted to MEC in the Agreement and the Wind Energy Facilities.

**8. Notices and Questions.** All notices or other communications required or permitted by the Agreement shall be in writing. Notices, shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business

day after dispatch by Federal Express or other overnight delivery service of national scope to the addresses below, or as changed by any party, Assignee or Lender notifying the other parties in the manner provided above.

If to Owner:


Kisgen Family Trust  
32051 Merlot Crest  
Temecula, CA 92591

If to MEC:

MidAmerican Energy Company  
Attn: Adam L. Wright  
4299 Northwest Urbandale Drive  
Urbandale, Iowa 50322

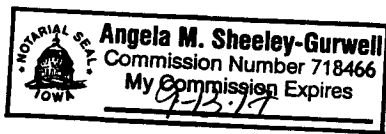
Dated this December 5, 2014.

**MIDAMERICAN ENERGY COMPANY, an Iowa corporation**

By:   
Adam L. Wright, Vice President, Wind Generation and Development

**STATE OF IOWA, POLK COUNTY, ss:**

This record was acknowledged before me on December 5, 2014, by Adam L. Wright as Vice President, Wind Generation and Development of MidAmerican Energy Company, an Iowa corporation.



Angela M. Sheeley-Gurwell  
Angela M. Sheeley-Gurwell Notarial Officer  
My commission expires: 9.13.17

STAMP

**[OWNER'S SIGNATURES BEGIN ON NEXT PAGE]**

Owners:

Signature:

[Signature] 11-10-14  
William J. Kisgen, Trustee of the Kisgen Family Trust, Revocable dated January 24, 2000

Signature:

[Signature] 11-10-14  
Susan Kisgen, Trustee of the Kisgen Family Trust, Revocable dated January 24, 2000

STATE OF California, Riverside COUNTY, ss:

This record was acknowledged before me on Nov. 10<sup>th</sup>, 2014, by William J. Kisgen, Trustee of the Kisgen Family Trust, Revocable dated January 24, 2000 and Susan Kisgen, Trustee of the Kisgen Family Trust, Revocable dated January 24, 2000.



[Signature]  
Kellie Fuller Notarial Officer

My commission expires: 09/09/2015

STAMP

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Nov. 10<sup>th</sup> 2014 before me, Kellie Fuller Notary Public  
(Here insert name and title of the officer)

personally appeared William J. Kisgen and Susan Kisgen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section on a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ✦ Indicate title or type of attached document, number of pages and date
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT  
Memorandum of Understanding  
(Title or description of attached document)  
Easement Agreement  
(Title or description of attached document continued)  
 Number of Pages 8 Document Date 11/10/14  
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF OWNER'S PROPERTY

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 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.

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

1A

KISGEN FAMILY TRUST #36

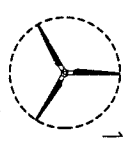
PT SE 1/4 SEC 14-74-29

310TH LANE

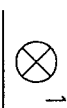
FAWN AVE

NOTE: INFORMATION SHOWN, INCLUDING PROPERTY BOUNDARY LINES, IS A GRAPHIC REPRESENTATION OF EXISTING AND PROPOSED FEATURES AND IS NOT BASED ON LAND SURVEYS. ACTUAL PROPERTY BOUNDARY LINES AND EASEMENTS TO BE DETERMINED PRIOR TO CONSTRUCTION. ALL TURBINE, ACCESS ROAD, COLLECTION AND TRANSMISSION LINE LOCATIONS ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN.

LEGEND

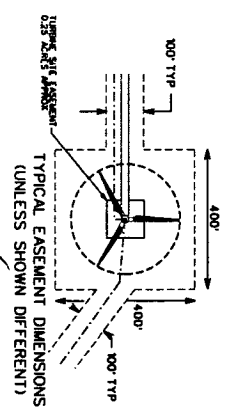


PROPOSED TURBINE WITH NUMBER



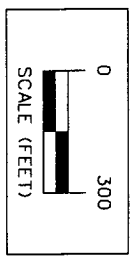
PROPOSED MET TOWER WITH NUMBER

- PROPERTY LINES
- ACCESS ROADS
- COLLECTION FACILITIES
- EXISTING ROAD RIGHT-OF-WAY
- CONSTRUCTION EASEMENT



TYPICAL EASEMENT DIMENSIONS (UNLESS SHOWN DIFFERENT)

PROPOSED BY: *[Signature]* APPROVAL: *[Signature]*  
 DATE: 11-10-14 DATE: 11-10-14  
 OWNER: *[Signature]* DATE: 11-10-14



SCALE (FEET)

ISSUE DATE: 09-11-2013

000379  
Sheet 2 of 2

MACKSBURG WIND PROJECT  
 EXHIBIT B - KISGEN FAMILY TRUST SE 14-74-29  
 MADISON COUNTY, IOWA  
 SNYDER & ASSOCIATES  
 1751 MADISON AVENUE COUNCIL BLUFFS, IOWA 51503 712-322-3202  
 ATLANTIC, IA 712-261-6500  
 ARDEN, IA 515-464-2000  
 CEDAR RAPIDS, IA 319-362-9704  
 HARPVILLE, MO 580-562-8822  
 ST. JOSEPH, MO 816-364-6322

NO.	REVISION	DATE	BY
1	Issue	11-10-14	JMK

ENGINEER: JMK  
 CHECKED BY: MGC  
 DATE: 05-21-13  
 PROJECT NO: 000379  
 FILE NO:

Sheet 2 of 2

**EXHIBIT C**

**HOLDING PAGE FOR FINAL AS-BUILT DRAWING FOR OWNER'S  
PROPERTY**