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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Adair  
Janelle Schneider  
Instrument #2016-0837  
09/12/2016 @11:04 AM  
EAS EASEMENT  
Book: 741 Page: 56 # Pages: 5  
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**MEMORANDUM OF WINDPARK EASEMENT AGREEMENT**

**Recorder's Cover Sheet**

**Preparer Information:**

Jamie Baker  
4299 Northwest Urbandale Drive  
Urbandale, Iowa, 50322  
Phone: (515) 242-3980

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E/

**Return Document To:**

Attn: Right of Way Services  
MidAmerican Energy Company  
P.O. BOX 657  
Des Moines, IA 50303-0657

**Grantor:** 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)

**Grantee:** MidAmerican Energy Company

**Legal Description:** See Exhibit A to Memorandum

MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

THIS MEMORANDUM OF WINDPARK EASEMENT AGREEMENT (this "Memorandum") is made and entered into as of June 13 2016, by and between 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) ("Owner"), and MidAmerican Energy Company, an Iowa corporation ("MidAmerican").

WHEREAS:

A. Owner is the owner of a parcel of real property located in Adair and Madison County, Iowa as legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property");

B. On or about the date hereof, Owner and MidAmerican entered into a Windpark Easement Agreement (the "Agreement") which by its terms grants to MidAmerican easements for wind energy development and related rights, electrical and communication lines and facilities, wind and weather monitoring, access, and other easements and rights on, over, under and across the Property;

C. The term of the Agreement commences on the date hereof and may continue for a period of up to fifty-eight (58) years in accordance with the terms of the Agreement, unless earlier terminated as provided in the Agreement.

D. The Parties desire to enter into this Memorandum, which is to be recorded, in order that third parties may have notice of the interests of MidAmerican in the Property and of the existence of the Agreement and of certain easements and rights granted to MidAmerican in the Property as part of the Agreement.

E. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the Agreement and the payments and covenants provided in the Agreement to be paid and performed by the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements. In accordance with the Agreement, Owner grants to MidAmerican the Easements, on, over, under and across the Property, on the terms and conditions set forth in the Agreement. Except as otherwise provided in the Agreement, the Easements are irrevocable and exclusive and include, without limitation: the Wind Development Easement; the Collection System Easement; and the Access Easement.

2. Incorporation of Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. The Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral (including any options or agreements for easements previously entered into by the Parties with respect to the Property), are superseded by the Agreement and shall be and hereby are released, revoked and terminated and shall be of no further force or effect for any purpose whatsoever.

3. Interpretation. The Memorandum is not intended and may not be construed to modify or alter in any way the terms and conditions of the Agreement. In the event of a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of Agreement, the Agreement shall control for all purposes.

4. Binding Effect. All provisions contained in this Memorandum shall be binding upon, inure to the benefit of, and be enforceable by, Owner and MidAmerican and, as provided in the Agreement, their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth above

"OWNER"

By: Richard W. Marsh

Name: Richard W. Marsh

"OWNER"

By: Mary Jo Marsh

Name: Mary Jo Marsh

"MIDAMERICAN"

**MIDAMERICAN ENERGY COMPANY**

By: Adam Jablonski

Name: Adam Jablonski

Title: Project Manager, Renewable Energy

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ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF DALLAS, ss:

This record was acknowledged before me on June 13, 2016, by Richard W. Marsh and Mary Jo Marsh, husband and wife.

Crystal Dinsmore  
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on June 16<sup>th</sup>, 2016, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

Sara Houlihan  
Notary Public in and for said State



Exhibit A**DESCRIPTION OF THE PROPERTY**Parcel 1

The South Half of the Northeast Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section Fourteen (14), Township Seventy-seven (77) North, Range Thirty (30) West of the 5<sup>th</sup> 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 (N $\frac{1}{2}$  SWFr $\frac{1}{4}$ ) of Section Seven (7), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> 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 (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) 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 (NWFr $\frac{1}{4}$ ) of Section Six (6), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> 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 5<sup>th</sup> P.M., Madison County, Iowa; thence along the West line of the Northwest Quarter (NW $\frac{1}{4}$ ) 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 (NWFr $\frac{1}{4}$ ) of Section Six (6), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> 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 (NWFr $\frac{1}{4}$ ) of Section Six (6), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., thence East 185 feet; thence North 230 feet; thence West 185 feet; thence South 230 feet to the point of beginning.