BK: 2017 PG: 2526

Recorded: 8/14/2017 at 3:06:56.0 PM

Fee Amount: \$27.00

Revenue Tax:

LISA SMITH RECORDER Madison County, Iowa

MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

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

Return Document To:

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

Grantor: Berneita J. Patience, a single person

Grantee: MidAmerican Energy Company

Legal Description: See Exhibit A to Memorandum

MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

THIS MEMORANDUM OF WINDPARK EASEMEN made and entered into as of	T AGREEMENT (this "Memorandum") i	is
made and entered into as of//	2017, by and between Berneita .	J.
Patience, a single person ("Owner"), and MidAmerican	Energy Company, an Iowa corporatio	'n
("MidAmerican").		

WHEREAS:

- A. Owner is the owner of a parcel of real property located in <u>Madison</u> County, lowa as legally described in <u>Exhibit A</u> 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. <u>Grant of Easements.</u> 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. <u>Incorporation of Agreement</u>. 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. <u>Interpretation.</u> 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. <u>Binding Effect</u>. 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"

Name: Berneita J. Patience

Title:

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

Name: Adam Jablonski

Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Towa , COUNTY OF Modison , ss:
This record was acknowledged before me on
13/1
Public In and for said State BRIAN T. JENNINGS Commission Number 776204 My Commission Expires December 18, 2018
ACKNOWLEDGMENT
STATE OF IOWA, COUNTY OF POLK, ss:
This record was acknowledged before me on
I Red
Notary Public in and for said State TIM REDMON Commission Number 796759 My Commission Expires June 16, 2019

Exhibit A

DESCRIPTION OF THE PROPERTY

The North Half (N1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Ten (10), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4); and Southeast Quarter (SE1/4) of Southeast Quarter (SE1/4); and East 30.75 acres of Northwest Quarter (NW1/4) of Southeast Quarter (SE1/4) all in Section Nine (9), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa, also described as the East 141 acres of Southeast Quarter (SE1/4) of Section Nine (9) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 9, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey filed in Book 2010, Page 865 of the Recorder's Office of Madison County, Iowa, AND EXCEPT Beginning at the Southeast Corner of the Southeast Quarter (SE1/4) of Section Nine (9) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, running thence North along the East line of said Section 650 feet, thence West 500 feet, thence South parallel with the East line of said Section 650 feet to the South line of said Section, thence East along said South line 500 feet to the point of beginning.