BK: 2017 PG: 2814

Recorded: 9/7/2017 at 8:20:42.0 AM

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: Nickolas L. Boyle and Beverly A. Boyle, husband and wife

**Grantee:** MidAmerican Energy Company

Legal Description: See Exhibit A to Memorandum

#### MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

#### 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.

1

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"

By: Winkelse J Boyle

Name: Nickolas L. Boyle

Title:

"OWNER"

By: Devery a Doyl

Name: Beverly A. Boyle

Title:

"MIDAMERICAN"

**MIDAMERICAN ENERGY COMPANY** 

Bv:

Name: Adam Jablonski

Title: Project Manager, Renewable Energy

# ACKNOWLEDGMENT

STATE OF Town, COUNTY OF Man	dison, ss:
This record was acknowledged before me on Boyle and Beverly A. Boyle, husband and wife.	, 2017, by <u>Nickolas L</u>
Notery Public in and for said State	BRIAN T. JENNINGS Commission Number 776204 My Commission Expires December 18, 2018
ACKNOWLEDG	GMENT
STATE OF IOWA, COUNTY OF POLK, ss:	
This record was acknowledged before me on Jablonski as the Project Manager, Renewable Energy of N	
L Pldm	
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 South 110 Acres of the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

EXCEPT a tract described as follows: Commencing at the Northeast corner of the South 110 Acres of the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., running thence South five (5) chains, thence West six (6) chains, thence North five (5) chains, thence East six (6) chains to the point of beginning,

AND EXCEPT a tract described as follows: Commencing at a point 458 feet North of the Southeast Corner of the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., thence West 340 feet, thence North 246 feet, thence West 52 feet, thence North 263 feet, thence East 255 feet, thence North 47 feet, thence East 137 feet to the East line of said Northeast Quarter (NE1/4), thence South along the East line of said Northeast Quarter 556 feet to the point of beginning,

AND EXCEPT Parcel "C" located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.009 acres, as shown in Plat of Survey filed in Book 3, Page 611 on July 31, 2000, in the Office of the Recorder of Madison County, Iowa,

AND EXCEPT Parcel "D" located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section Twenty-one (21), containing 0.54 acres, as shown in Plat of Survey filed in Book 2008, Page 103 on January 10, 2008, in the Office of the Recorder of Madison County, Iowa.