



BK: 2017 PG: 3218
Recorded: 10/13/2017 at 8:20:41.0 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: Darrell D. Adams and Marilyn K. Adams, husband and wife (Parcel 1), Darrell D. Adams and Marilyn K. Adams, his wife (Parcel 2)

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 July 27 2017, by and between Darrell D. Adams and Marilyn K. Adams, husband and wife (Parcel 1), Darrell D. Adams and Marilyn K. Adams, his wife (Parcel 2) ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

WHEREAS:

A. Owner is the owner of a parcel of real property located in 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.

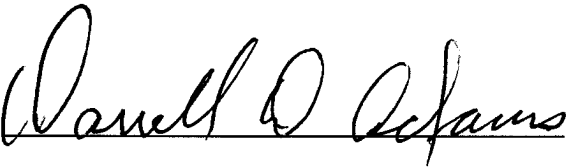
2. Incorporation of Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. The Agreement 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.

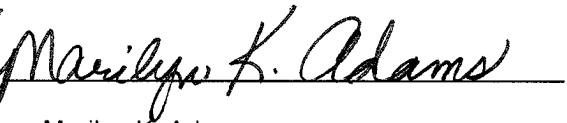
"OWNER"

By: 

Name: Darrell D. Adams

Title:

"OWNER"

By: 

Name: Marilyn K. Adams

Title:

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

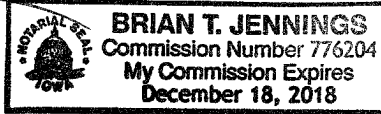
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on July 27, 2017, by Darrell D. Adams and Marilyn K. Adams, husband and wife.

[Signature]
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on August 16, 2017, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

[Signature]
Notary Public in and for said State



Exhibit A

DESCRIPTION OF THE PROPERTY

Parcel 1

Parcel "A" in the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa more particularly described as follows: Commencing at the Northeast Corner of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence South 00°00'00" East 71.28 feet along the East line of the Northeast Quarter (NE1/4) of said Section 15 to the Point of Beginning, thence continuing South 00°00'00" East 640.47 feet along said East line, thence South 86°07'32" West 215.37 feet, thence North 74°26'28" West 92.16 feet, thence South 84°18'31" West 354.90 feet, thence South 23°23'20" West 218.41 feet, thence South 26°21'51" West 384.34 feet, thence North 87°52'24" West 398.12 feet along the line of an existing fence, thence South 00°13'30" West 724.96 feet along the line of an existing fence, thence South 89°25'42" West 1307.40 feet along an existing fence to a Point on the West line of the Northeast Quarter (NE1/4) of said Section 15, thence North 00°00'11" East 2019.72 feet along said West line to the North Quarter Corner of said Section 15, thence South 89°40'28" East 2558.04 feet along the North line of the Northeast Quarter (NE1/4) of said Section 15 which is the centerline of County road, thence South 07°10'50" East 68.49 feet, thence South 86°12'25" East 55.67 feet to the Point of Beginning containing 90.658 acres including 2.415 acres of county road right of way,

AND

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Three (3), except the North 544 feet thereof and the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Ten (10), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

A parcel of land described as the East 268.0 feet of the North 659.8 feet of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Nine (9) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 4.0594 acres including 0.9421 acres of County Road Right-of-Way

AND

The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and the South Half (S1/2) of the Southwest Quarter (SW1/4) and the South Half (S1/2) of the Northeast Quarter (NE1/4) including Parcel "A" as shown in Plat of Survey filed in Book 2006, Page 426 on January 30, 2006, in the Office of the Recorder of Madison County, Iowa and a tract commencing at the Northwest corner of the Southeast Quarter (SE1/4) of Section Sixteen (16) in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, running thence East 60 feet, thence Southwest on a straight line to a point 60 feet South of the place of beginning, thence North to the place of beginning, containing approximately 200 acres, more or less, all in Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Parcel 2

The South One-half (S1/2) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Ten (10) all in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.