

BK: 2018 PG: 429
Recorded: 2/8/2018 at 10:42:56.0 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: Linda J. Christensen, Trustee of the Linda J. Christensen Revocable Trust under Agreement dated November 16, 2007

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 January 10 2018, by and between Linda J. Christensen, Trustee of the Linda J. Christensen Revocable Trust under Agreement dated November 16, 2007 ("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.

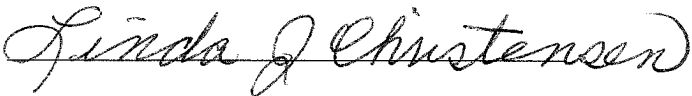
3. Interpretation. The Memorandum is not intended and may not be construed to modify or alter in any way the terms and conditions of the Agreement. In the event of a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of Agreement, the Agreement shall control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

LINDA J. CHRISTENSEN REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 16, 2007

By: 

Name: Linda J. Christensen

Title: Trustee

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

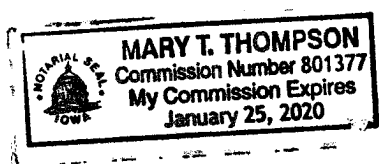
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Dallas, ss:

This record was acknowledged before me on January 10, 2018, by Linda J. Christensen, as Trustee of the Linda J. Christensen Revocable Trust under Agreement dated November 16, 2007.

Mary Thompson
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on JANUARY 26, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

T. Redmon
Notary Public in and for said State

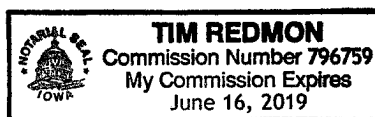


Exhibit A

DESCRIPTION OF THE PROPERTY

Parcel "B" in the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa more particularly described as follows: Beginning at the Southeast Corner of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence North 90°00'00" West 992.69 feet along the South line of the Southeast Quarter (SE1/4) of said Section Thirty-one (31); thence North 00°07'25" West 371.30 feet; thence North 83°16'22" West 49.15 feet; thence North 05°21'55" West 209.50 feet; thence North 44°15'30" West 255.01 feet; thence South 74°31'52" West 122.69 feet; thence South 13°01'11" West 178.93 feet; thence South 85°00'07" West 596.16 feet; thence South 02°31'01" East 182.42 feet to a point on the North line of existing Parcel "A", thence South 55°14'07" West 145.70 feet along a line of Parcel "A", thence North 70°26'46" West 102.79 feet along a line of Parcel "A", thence North 34°42'13" West 110.18 feet along a line of Parcel "A", thence North 53°49'23" West 61.61 feet along a line of Parcel "A", thence South 22°36'47" West 180.41 feet along a line of Parcel "A", thence South 34°18'25" West 168.95 feet along a line of Parcel "A", thence South 23°59'30" West 108.60 feet along a line of Parcel "A", thence to a Point on the South line of said Southeast Quarter (SE1/4); thence North 90°00'00" West 74.82 feet to the South Quarter Corner of said Section Thirty-one (31); thence North 01°10'08" West 1312.77 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section Thirty-one (31); thence North 89°51'58" East 1306.53 feet to the Northwest Corner of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Thirty-one (31); 1315.69 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of said Section Thirty-one (31); thence North 89°44'03" East 1314.89 feet to the East Quarter Corner of said Section Thirty-one (31); thence South 00°27'41" West 2637.28 feet along the East line of the Southeast Quarter (SE1/4) of said Section Thirty-one (31) to the Point of Beginning containing 101.832 acres including 3.570 acres of County Road right-of-way.