

BK: 2018 PG: 522
Recorded: 2/16/2018 at 8:14:22.0 AM
Fee Amount: \$37.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared by and after recording return to: Tyrone H. Thomas, Jr., Esq., Invenergy Wind Development LLC, c/o Invenergy LLC, One South Wacker Drive, Suite 1800, Chicago, Illinois 60606, ATTN: Land Administration, (312) 224-1400

MEMORANDUM OF AGREEMENT REGARDING EASEMENTS

THIS MEMORANDUM OF AGREEMENT REGARDING EASEMENTS (this "**Memorandum**"), is made, dated and effective as of February 14, 2018 (the "**Effective Date**"), between **Vincent C. Wildin and Katherine K. Wildin, husband and wife, as Joint Tenants with full rights of survivorship and not as tenants in common** (together with its successors, assigns and heirs, "**Owner**"), whose address is **2791 Hwy 169, Winterset, IA 50273**, and **Invenergy Wind Development LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "**Grantee**"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regard to the following:

1. Owner and Grantee did enter into that certain Agreement Regarding Easements dated of even date herewith (the "**Agreement**") which affects the real property located in Madison County, Iowa, as more particularly described in **Exhibit A** attached hereto as **Page #5, 6 & 7** (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants Grantee, among other things, the right to install Windpower Facilities (and related infrastructure and appurtenances) on Owner's Property and certain other access rights and rights to use the Property in connection with the wind energy generation project. Owner also irrevocably waived, to the extent permitted by law, enforcement of any applicable setback requirements.

3. Term. The "**Term**" is comprised of the Development Term, Operations Term and Extended Term as follows:

(i) The initial term of the Easement ("**Development Term**") commences on the Effective Date and, unless sooner terminated in accordance with the Agreement, shall continue without interruption until the earlier of the Operations Date or the date seven (7) years from the Effective Date.

(ii) If Grantee constructs any Windpower Facilities on the Property, the **“Operations Term”** shall begin on the Operations Date and end on the twenty-fifth (25th) anniversary of the Operations Date.

(iii) The **“Operations Date”** shall mean the earlier of: (1) the first date Windpower Facilities installed on the Property begin delivering electricity to the transmission grid or (2) the date Grantee notifies Owner in writing that Grantee has elected to declare that the Operations Date has occurred (whether or not Windpower Facilities have been installed on the Property). Grantee shall notify Owner of the Operations Date within forty-five (45) days after the Operations Date occurs. Owner grants Grantee permission to record in the Madison County records a notice specifying the Operations Date.

(iv) Grantee shall have the preferential right upon written notice to Owner before expiration of the Operations Term to extend the term of the Agreement for an additional period of ten (10) years (**“Extended Term”**) expiring on the thirty-fifth (35th) anniversary of the Operations Date. Owner grants Grantee permission to record in the Madison County records a notice of such extension.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee’s rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities (and related infrastructure and appurtenances) installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities (and related infrastructure and appurtenances) at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

7. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

GRANTEE:

Invenergy Wind Development LLC
a Delaware limited liability company

By: [Signature]

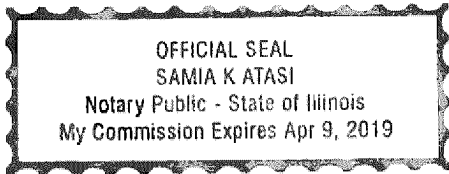
Name: Kevin E Parzyck
Vice President

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me by Kevin E Parzyck, Vice President of Invenergy Wind Development LLC, a Delaware limited liability company, on behalf of said company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of February, 2018.



[Signature]

Notary's Name (Printed): Samia K Atasi

My commission expires: 4/9/19

OWNER:

**Vincent C. Wildin and Katherine K. Wildin,
husband and wife, as Joint Tenants with full
rights of survivorship and not as tenants in
common**

By: Vincent C. Wildin

Name: Vincent C. Wildin

Title: Owner

By: Katherine K. Wildin

Name: Katherine K. Wildin

Title: Owner

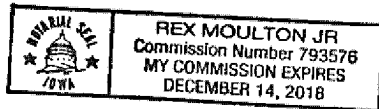
STATE OF IOWA, MADISON COUNTY, ss:

This record was acknowledged before me on 2/6, 2018, by Vincent C. Wildin, a married person.

[Signature]
Signature of Notary Public

My commission expires: 12-14-18

Stamp or Seal



STATE OF IOWA, MADISON COUNTY, ss:

This record was acknowledged before me on 2/6, 2018, by Katherine K. Wildin, a married person.

[Signature]
Signature of Notary Public

My commission expires: 12-14-18

Stamp or Seal



EXHIBIT A TO MEMORANDUM

Legal Description of the Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
560113488010000	Madison	75N 28W	34	19.50
560113548010000	Madison	75N 28W	35	35.30
560113562010000	Madison	75N 28W	35	34.80
560113566000000	Madison	75N 28W	35	40.00
560113568010000	Madison	75N 28W	35	35.20
560113662000000	Madison	75N 28W	36	39.00
560113664000000	Madison	75N 28W	36	40.00
560113666000000	Madison	75N 28W	36	38.12
560113668000000	Madison	75N 28W	36	37.12
660140142000000	Madison	74N 28W	01	41.26
660140144000000	Madison	74N 28W	01	41.96
660140146000000	Madison	74N 28W	01	40.00
660140148000000	Madison	74N 28W	01	39.00
660140162000000	Madison	74N 28W	01	38.00
660140164000000	Madison	74N 28W	01	39.00
660140168003000	Madison	74N 28W	01	34.30
660140184000000	Madison	74N 28W	01	40.00
660140242020000	Madison	74N 28W	02	20.15
660140244020000	Madison	74N 28W	02	23.21
660140262010000	Madison	74N 28W	02	35.70
660140268020000	Madison	74N 28W	02	33.79
660140282000000	Madison	74N 28W	02	40.00
660140322010000	Madison	74N 28W	03	26.00
			Total	<hr/> 811.41

Legal Description:

19.50A E PT South Half (S1/2) Southeast Quarter (SE1/4) of Section 34, Township 75N, Range 28W of Madison County, Iowa

The Southeast Quarter (SE1/4) Northwest Quarter (NW1/4) Ex 4.7A Hwy of Section 35, Township 75N, Range 28W of Madison County, Iowa

The Northeast Quarter (NE1/4) Southwest Quarter (SW1/4) Ex 5.2A Hwy of Section 35, Township 75N, Range 28W of Madison County, Iowa

The Southwest Quarter (SW1/4) Southwest Quarter (SW1/4) of Section 35, Township 75N, Range 28W of Madison County, Iowa

The Southeast Quarter (SE1/4) Southwest Quarter (SW1/4) Ex. 4.8A Hwy of Section 35, Township 75N, Range 28W of Madison County, Iowa

The Northeast Quarter (NE1/4) Southwest Quarter (SW1/4) of Section 36, Township 75N, Range 28W of Madison County, Iowa

The Northwest Quarter (NW1/4) Southwest Quarter (SW1/4) of Section 36, Township 75N, Range 28W of Madison County, Iowa

The Southwest Quarter (SW1/4) Southwest Quarter (SW1/4) of Section 36, Township 75N, Range 28W of Madison County, Iowa

The Southeast Quarter (SE1/4) Southwest Quarter (SW1/4) of Section 36, Township 75N, Range 28W of Madison County, Iowa

FRL Northeast Quarter (NE1/4) Northwest Quarter (NW1/4) of Section 01, Township 74N, Range 28W of Madison County, Iowa

FRL Northwest Quarter (NW1/4) Northwest Quarter (NW1/4) of Section 01, Township 74N, Range 28W of Madison County, Iowa

The Southwest Quarter (SW1/4) Northwest Quarter (NW1/4) of Section 01, Township 74N, Range 28W of Madison County, Iowa

The Southeast Quarter (SE1/4) Northwest Quarter (NW1/4) of Section 01, Township 74N, Range 28W of Madison County, Iowa

The Northeast Quarter (NE1/4) Southwest Quarter (SW1/4) of Section 01, Township 74N, Range 28W of Madison County, Iowa

The Northwest Quarter (NW1/4) Southwest Quarter (SW1/4) of Section 01, Township 74N, Range 28W of Madison County, Iowa

The Southeast Quarter (SE1/4) Southwest Quarter (SW1/4) Ex Parcel A 3A & Par B 1.03A of Section 01, Township 74N, Range 28W of Madison County, Iowa

The Northwest Quarter (NW1/4) Southeast Quarter (SE1/4) of Section 01, Township 74N, Range 28W of Madison County, Iowa

FRL Northeast Quarter (NE1/4) Northwest Quarter (NW1/4) Ex S20A & Ex 3.1A Hwy of Section 02, Township 74N, Range 28W of Madison County, Iowa

FRL Northwest Quarter (NW1/4) Northwest Quarter (NW1/4) Ex S 20A of Section 02, Township 74N, Range 28W of Madison County, Iowa

The Northeast Quarter (NE1/4) Southwest Quarter (SW1/4) Ex 4.3A Hwy of Section 02, Township 74N, Range 28W of Madison County, Iowa

The Southeast Quarter (SE1/4) Southwest Quarter (SW1/4) Ex Par B 3 Acres & Ex 1.9A Hwy of Section 02, Township 74N, Range 28W of Madison County, Iowa

The Northeast Quarter (NE1/4) Southeast Quarter (SE1/4) of Section 02, Township 74N Range 28W of Madison County, Iowa

26A E PT Northeast Quarter (NE1/4) Northeast Quarter (NE1/4) of Section 03, Township 74N, Range 28W of Madison County, Iowa