



BK: 2018 PG: 618
Recorded: 2/27/2018 at 8:27:00.0 AM
Fee Amount: \$37.00
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: Mary Louise Frey, a single person (1/2 Interest); Mary Louise Frey (Life Estate), Michael H. Frey and Penny L. Frey, his wife, and Linda M. Smith and Jim R. Smith, her husband, (Remaindermen) (1/2 Interest)

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 24th 2018, by and between Mary Louise Frey, a single person (1/2 Interest); Mary Louise Frey (Life Estate), Michael H. Frey and Penny L. Frey, his wife, and Linda M. Smith and Jim R. Smith, her husband, (Remaindermen) (1/2 Interest) ("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: Mary Louise Frey

Name: Mary Louise Frey, Life Estate and Individually

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: [Signature]

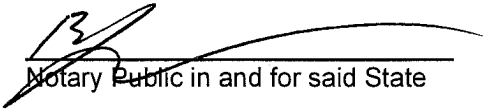
Name: Adam Jablonski

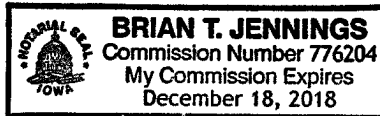
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on January 24th, 2018, by Mary Louise Frey, Life Estate and as a single person.



Notary Public in and for said State

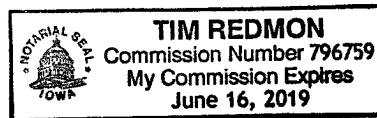


ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on February 13, 2018 by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.


Notary Public in and for said State



"OWNER"

By: Michael H. Frey

Name: Michael H. Frey

Title: Remainderman

"OWNER"

By: Penny L. Frey

Name: Penny L. Frey

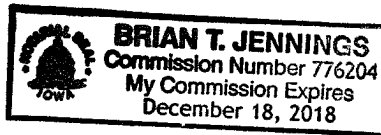
Title: Spouse of Remainderman

ACKNOWLEDGMENT

STATE OF Tenn, COUNTY OF Madison, ss:

This record was acknowledged before me on January 5th, 2018, by Michael H. Frey and Penny L. Frey, his wife, (Remaindermen).

[Signature]
Notary Public in and for said State



"OWNER"

By: Linda M. Smith

Name: Linda M. Smith

Title: Remainderman

"OWNER"

By: Jim R. Smith

Name: Jim R. Smith

Title: Spouse of Remainderman

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on January 24th, 2018, by Linda M. Smith and Jim R. Smith, her husband, (Remaindermen).

[Signature]
Notary Public in and for said State



Exhibit A

DESCRIPTION OF THE PROPERTY

The Northwest Quarter (NW1/4) of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

The East Half of the Southwest Quarter (E1/2 SW1/4) of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

The West Half of the Southwest Quarter (W1/2 SW1/4) of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

The West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, excepting therefrom the following: Beginning at the Northwest Corner of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 0°00' West 430.00 feet along the West line of the West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 23; thence South 89°08' East 433.63 feet; thence North 0°27' East 430.0 feet to the North line of the West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 23; thence North 89°08' West 437.0 feet to the point of beginning, containing 4.3 acres more or less.

South One-half (S1/2) of the Northeast Quarter (NE1/4) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

The East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), 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 East Quarter (E1/4) Corner of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" East 1010.01 feet along the centerline of a county road which is the East line of the Southeast Quarter (SE1/4) of said Section 24; thence North 87°07'47" West 384.29 feet; thence North 01°05'57" East 642.44 feet; thence North 02°52'59" East 351.93 feet to the North line of said Southeast Quarter (SE1/4); thence South 89°30'30" East 353.80 feet along the centerline of a County Road to the Point of Beginning, containing 8.567 acres including 1.389 acres of County Road Right-of-Way.