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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: Michael Harold Frey a/k/a Michael H. Frey and Penny Lynn Frey a/k/a Penny L. Frey a/k/a Penny Frey, husband and wife

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 February 2nd 2018, by and between Michael Harold Frey a/k/a Michael H. Frey and Penny Lynn Frey a/k/a Penny L. Frey a/k/a Penny Frey, husband and wife ("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: Michael H. Frey

Name: Michael Harold Frey a/k/a Michael H. Frey

"OWNER"

By: Penny L. Frey

Name: Penny Lynn Frey a/k/a Penny L. Frey a/k/a Penny Frey

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: [Signature]

Name: Adam Jablonski

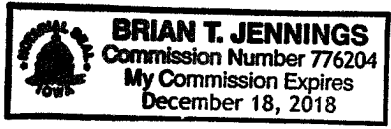
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on February 2nd, 2018, by Michael Harold Frey a/k/a Michael H. Frey and Penny Lynn Frey a/k/a Penny L. Frey a/k/a Penny Frey, 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 FEBRUARY 19, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

[Signature]
Notary Public in and for said State

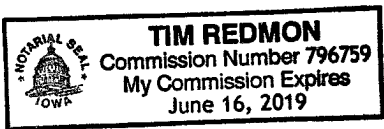


Exhibit A

DESCRIPTION OF THE PROPERTY

The Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), AND the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract of land located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), more particularly described as follows, to-wit: Commencing at the Southeast corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), thence North 0°25'34" West 1324.16 feet along the East line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11) to the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), thence South 85°52'19" West along the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), 235.20 feet; thence South 1°26'57" West 1324.02 feet to the South line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), thence East 278.54 feet to the Point of Beginning, containing 7.8065 acres, AND EXCEPT the South Half (S1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11),

AND

The South Half (S1/2) of the Northeast Quarter (NE1/4) and the North Half (N1/2) of the Southeast Quarter (SE1/4) and the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), all in Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

A parcel of land located in the North Half (N1/2) of the Southwest Quarter (SW1/4) and in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Thirteen (13) in 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 Southwest Corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence, along the West line of said Section Thirteen (13) North 00°00'00" 717.35 feet; thence North 89°33'07" East 367.01 feet; thence North 00°00'00" 593.48 feet; thence South 89°55'06" East 938.18 feet to the Northeast Corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section Thirteen (13); thence South 00°04'32" West 391.36 feet; thence North 89°19'13" East 398.55 feet; thence North 00°55'38" East 1027.12 feet; thence South 88°34'41" East 223.39 feet; thence North 00°24'00" East 272.75 feet; thence South 89°13'07" East 225.68 feet; thence North 00°04'00" West 281.11 feet; thence South 87°59'26" East 470.85 feet to the East line of the West Half (W1/2) of said Section Thirteen (13); thence along said East line, South 00°27'05" West 2481.52 feet to the Southeast Corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Thirteen (13); thence North 89°59'59" West 2621.38 feet to the Point of Beginning. Said parcel of land contains 91.220 Acres, including 0.377 Acres of County road right of way,

AND

The Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT the East 584 feet of the North 825 feet, and also the South 506.7 feet of the North 1331.7 feet of the East 333 feet of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, subject to existing road right of way along the East side thereof, AND EXCEPT Commencing at the East quarter corner of Section Fourteen (14), Township

Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., thence N. 90°00' W. 584.0 feet along the quarter Section line to the point of beginning. Thence continuing N. 90°00' W. 97.2 feet, thence S. 00°21' E. 845.0 feet, thence N. 90°00' E. 348.2 feet, thence N. 00°21' W. 20.0 feet, thence N. 90°00' W. 251.0 feet, thence N. 00°21' W. 825.0 feet to the point of beginning, containing 2.00 Acres, situated in the Northeast Quarter (NE1/4) Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

Parcel "A" in the Northeast Quarter of the Southeast Quarter (NE1/4 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,

AND

The West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), excepting therefrom a parcel described as beginning at the Southwest corner of the Southwest Quarter (SW1/4) and running thence East 568 feet, thence North 287 feet, thence West 568 feet, thence South 287 feet to the point of beginning AND the West Half (W1/2) of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section 27, all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2007, Page 4226 of the Recorder's Office of Madison County, Iowa,

AND

The North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The Northeast Quarter (NE1/4) and the East One-Half (E1/2) of the Northwest Quarter (NW1/4), EXCEPT the West 14 rods of the North 8 rods thereof for a cemetery, of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located therein, containing 3.000 acres, as shown in Plat of Survey filed in Book 2007, Page 2677 on July 3, 2007, in the Office of the Recorder of Madison County, Iowa,

AND

The South One-half (S1/2) of the West Fractional One-half (Wfrl. 1/2) of the Southwest Quarter (SW1/4) of Section Six (6), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

AND

Parcel "F" located in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Six (6) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described on Warranty Deed recorded in Book 2014, Page 2840, on November 7, 2014, in the Office of the Madison County Recorder, Madison County, Iowa.