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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: Byron C. DeVries and Beth A. DeVries a/k/a Beth Ann DeVries, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common

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 March 3rd 2018, by and between Byron C. DeVries and Beth A. DeVries a/k/a Beth Ann DeVries, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common ("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: Byron C. DeVries

Name: Byron C. DeVries


"OWNER"

By: Beth A. DeVries

Name: Beth A. DeVries a/k/a Beth Ann DeVries

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

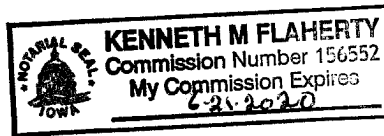
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on March 3, 2018, by Byron C. DeVries and Beth A. DeVries a/k/a Beth Ann DeVries, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common.

Kenneth M Flaherty
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on MARCH 22, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

T. Redmon
Notary Public in and for said State

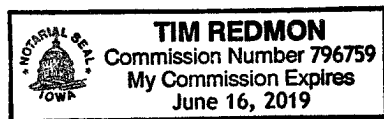


Exhibit A

DESCRIPTION OF THE PROPERTY

That part of the West Half (W1/2) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section Two (2), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Northwest corner of the East Half (E1/2) of the Southwest Quarter (SW1/4) of said Section Two (2), thence East 375.8 feet along the Quarter Section line to the point of intersection with the South line of the Chicago, Rock Island & Pacific Railroad right-of-way, thence South 82°59'45" East, 2267.9 feet along said right-of-way line to the point of intersection with the East line of the West Half (W1/2) of the Southeast Quarter (SE1/4) of said Section Two (2); thence South, 00°10'30" West, 99.6 feet along said East line; thence North, 86°56' West, 528.6 feet; thence South, 89°33' West, 1483 feet; thence South 04°54' East, 37.9 feet; thence South 89°36' West 620 feet to the West line of the East Half (E1/2) of the Southwest Quarter (SW1/4) of said Section Two (2); thence North, 00°09' East, 401.6 feet to the point of beginning, and containing 14.93 acres, more or less; and beginning at a point on the South line of Section Two (2), 836.4 feet East of the Southwest corner of the said East Half (E1/2) of the Southwest Quarter (SW1/4); proceed North, 62°48' East, 837 feet; thence North, 47°48' East, 322 feet; thence North, 06°11' West, 494 feet, thence North, 87°05' East, 295.1 feet; thence North, 39°19' East, 61.6 feet; thence North, 00°17' East 1132.8 feet; thence South, 86°56' East, 528.6 feet to a point on the East line of said West Half (W1/2) of the Southeast Quarter (SE1/4); thence South 00°10'30" West, 2258.4 feet to the Southeast corner of said West Half (W1/2) of the Southeast Quarter (SE1/4); thence North, 89°57' West, 1790 feet to the point of beginning, and containing 40.95 acres, more or less.

AND

The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) and that part of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) lying South of the Railroad right-of-way all in Section Two (2), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa containing 68.127 acres.