

**BK: 2018 PG: 1223**  
**Recorded: 4/20/2018 at 8:02:50.0 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:** Dixie L. Smith as Trustee of the Dixie L. Smith Revocable Trust dated September 14, 2010

**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 30 2015, by and between Dixie L. Smith as Trustee of the Dixie L. Smith Revocable Trust dated September 14, 2010 ("**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"

**DIXIE L. SMITH REVOCABLE TRUST DATED SEPTEMBER 14, 2010**

By: 

Name: Dixie L. Smith

Title: Trustee

"MIDAMERICAN"

**MIDAMERICAN ENERGY COMPANY**

By: 

Name: Adam Jablonski

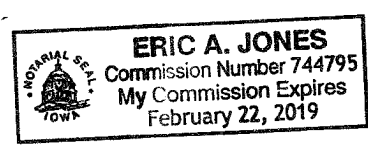
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on 3/30, 2018, by Dixie L. Smith as Trustee of the Dixie L. Smith Revocable Trust dated September 14, 2010.

Eric A. Jones  
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on April 12, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

T. Redmon  
Notary Public in and for said State

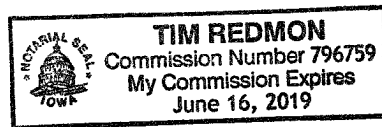


Exhibit A

**DESCRIPTION OF THE PROPERTY**

That part of the West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., described as follows: Beginning at the Southwest corner of the East Half of the Southwest Quarter (E1/2 SW1/4) of said Section Two (2), proceed North along the West line of the East Half of the Southwest Quarter (E1/2 SW1/4) of Said Section Two (2) (North 00°09' E 2231.2') to a point 401.6 feet South of the Northwest corner thereof; thence North 89°36' East 620 feet; thence North 04°54' West 37.9 feet; thence North 89°33' East 1483 feet; thence South 00°17' West 1132.8 feet; thence South 89°19' West 61.6 feet; thence South 87°05' West 295.1 feet; thence South 06°11' East 494 feet; thence South 47°48' West 322 feet; thence South 62°48' W 837 feet to the South line of said Section Two (2); thence North 89°57' West 836.4 feet to the point of beginning, all now being in and forming a part of Madison County, Iowa, containing 95.80 acres, more or less, subject to 33 feet of road right-of-way on the West side.