

**BK: 2018 PG: 1335**  
**Recorded: 5/1/2018 at 11:36:13.0 AM**  
**Fee Amount: \$32.00**  
**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:** Morris D. Smith as Trustee of the Morris D. Smith Revocable Trust dated September 14, 2010 (1/2 interest), and Dixie L. Smith as Trustee of the Dixie L. Smith Revocable Trust dated September 14, 2010 (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 March 30 2018, by and between Morris D. Smith as Trustee of the Morris D. Smith Revocable Trust dated September 14, 2010 (1/2 interest), and Dixie L. Smith as Trustee of the Dixie L. Smith Revocable Trust dated September 14, 2010 (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

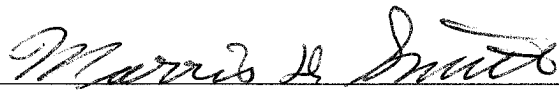
between the provisions of this Memorandum and the terms and conditions of Agreement, the Agreement shall control for all purposes.

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"

**MORRIS D. SMITH REVOCABLE TRUST DATED SEPTEMBER 14, 2010**

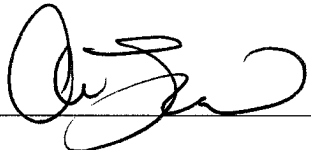
By: 

Name: Morris D. Smith

Title: Trustee

"MIDAMERICAN"

**MIDAMERICAN ENERGY COMPANY**

By: 

Name: Adam Jablonski

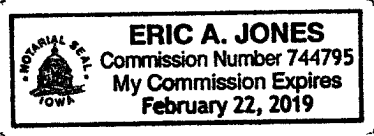
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on March 30, 20 18, by Morris D. Smith as Trustee of the Morris D. Smith Revocable Trust dated September 14, 2010.

Eric A. Jones  
Notary Public in and for said State

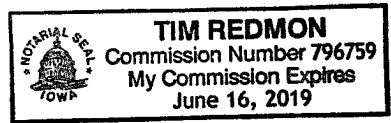


ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on April 12, 20 18, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

T. Redmon  
Notary Public in and for said State



"OWNER"

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

By: Dixie L. Smith

Name: Dixie L. Smith

Title: Trustee

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on March 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

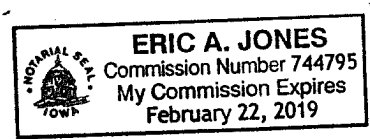


Exhibit A

**DESCRIPTION OF THE PROPERTY**

The Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, and the North Half (N1/2) of the West Fractional Half of the Southwest Quarter (W frl. 1/2 SW1/4) of Section Six (6), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, AND

The Northwest Quarter (NW1/4) of the Northeast Fractional Quarter (NE frl. 1/4); and the East Half (E1/2) of the Northeast Fractional Quarter (NE frl. 1/4) EXCEPTING therefrom the following described tract to land, to wit: Commencing at a point 1,087.5 feet West of the Northeast Corner of Section One (1), running thence South 1°17' East 481.9 feet, thence West 227 feet to the West line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of said Section One (1), thence North 1°17' West along said West line 481.9 feet, thence East 227 feet to the point of beginning, and containing 2.5107 acres including 0.7096 acres of county road right-of-way, and also EXCEPTING therefrom the following described tract of land, to wit: Commencing at a point 926.13 feet West of the Northeast Corner of Section One (1), thence continuing North 89°13'07" West 160.80 feet along the North line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section One (1), thence South 00°32'41" East 482.12 feet, thence North 89°13'07" West 231.61 feet to the West line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), thence South 00°03'09" West 551.71 feet along said West line, thence East 401.64 feet, thence North 00°44'33" West 1,028.55 feet to the point of beginning, and containing 6.803 acres including 0.458 acres of county road right-of-way; all in Section One (1), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.