

BK: 2018 PG: 1490
Recorded: 5/14/2018 at 10:14:37.0 AM
Fee Amount: \$27.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

MEMORANDUM OF WINDPARK NEIGHBOR 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: Thomas J. Fagen and Pamela M. Fagen, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common

Grantee: MidAmerican Energy Company, an Iowa corporation

Legal Description: See Exhibit A to Memorandum

MEMORANDUM OF WINDPARK NEIGHBOR EASEMENT AGREEMENT

THIS MEMORANDUM OF WINDPARK NEIGHBOR EASEMENT AGREEMENT is made and entered into as of 04/13, 2018, by and between Thomas J. Fagen and Pamela M. Fagen, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common and their successors and assigns (“**Owner**”), and MidAmerican Energy Company, an Iowa corporation, and its successors and assigns (“**Developer**”). Owner and Developer have executed a Windpark Neighbor Easement Agreement dated on or about the date hereof (“**Agreement**”) and have agreed to record this memorandum (“**Memorandum**”) solely to give notice of the existence of the Agreement. This Memorandum does not amend, supplement or supersede the Agreement, which will govern if any provision of this Memorandum conflicts with or is inconsistent with any provision of the Agreement.

1. Grant of Easements: In accordance with the Agreement, Owner grants to Developer Effects, Sound and Shadow Easements (the “**Easements**”) on, over, and across all of the Owner’s Property described on the attached Exhibit A in connection with a wind generation project (“**Project**”). The Agreement also includes provisions regarding construction impacts.

2. Term. The term of the Agreement and the Easements granted therein (the “**Term**”) commenced on the date of the Agreement as set out above and shall end on the date that is forty (40) years after December 31 of the calendar year in which the Project begins Commercial Operation. “**Commercial Operation**” means the date the WTGs and other Project facilities located on the Project Property are constructed and are placed in commercial operation as reasonably determined by Developer. Developer agrees to notify Owner in writing of such date of Commercial Operation. In the event that within seven (7) years after the Effective Date, Commercial Operation of the Project has not occurred, then Owner may notify Developer that Owner has elected to terminate the Agreement, and Developer shall deliver a termination of the Agreement in recordable form within forty-five (45) days of any such notice and record such document in the public records of the county.

3. 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 Owner’s 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.

4. Binding Effect: All provisions contained in this Memorandum shall be binding upon, inure to the benefit of, and be enforceable by, Owner and Developer 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: Thomas J Fagen

Name: Thomas J. Fagen

"OWNER"

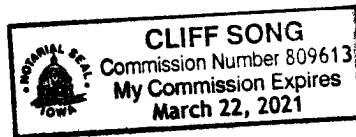
By: Pamela M Fagen

Name: Pamela M. Fagen

STATE OF IOWA, COUNTY OF Madison, ss:


This record was acknowledged before me on 04/13, 2018, by Thomas J. Fagen and Pamela M. Fagen, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common.

Cliff Song
Notary Public in and for said State




“DEVELOPER”

MIDAMERICAN ENERGY COMPANY

By: 
Name: Adam Jablonski
Title: Project Manager, Renewable Energy

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on April 30, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.


Notary Public in and for said State

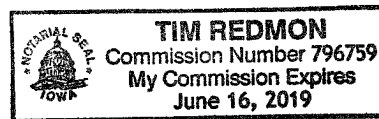


EXHIBIT A

OWNER'S PROPERTY

A parcel of land located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West Quarter (W1/4) corner of Section Thirty-two (32), 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 Thirty-two (32) South 00 degrees 00'00" a distance of 205.60 feet to the Point of Beginning; thence North 90 degrees 00'00" East 732.53 feet; thence South 00 degrees 00'00" a distance 371.24 feet; thence South 88 degrees 36'20" West a distance of 420.74 feet; thence North 00 degrees 00'00" a distance of 33.23 feet; thence North 88 degrees 58'42" West a distance of 311.97 feet to said West line of Section Thirty-two (32); thence along said West line, North 00 degrees 00'00" a distance of 342.90 feet to the Point of Beginning, said parcel of land contains 6.108 acres, including 0.341 acres of county road right-of-way.