

BK: 2018 PG: 1601
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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: Jon Day and Thomas Petrola, a married couple, 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 April 15, 2018, by and between Jon Day and Thomas Petrola, a married couple, 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: _____

Name: Jon Day

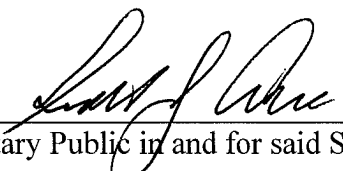
"OWNER"

By: _____

Name: Thomas Petrola

STATE OF NEW JERSEY, COUNTY OF OCEAN, ss:

This record was acknowledged before me on April 15, 2018, by Jon Day and Thomas Petrola, a married couple, as Joint Tenants with Full Rights of Survivorship and not as Tenants in Common.




Notary Public in and for said State

SCOTT J. ARIGOT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/23/2020

“DEVELOPER”

MIDAMERICAN ENERGY COMPANY

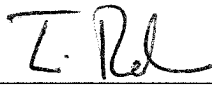
By: 

Name: Adam Jablonski

Title: Project Manager, Renewable Energy

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on MAY 3, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.


Notary Public in and for said State

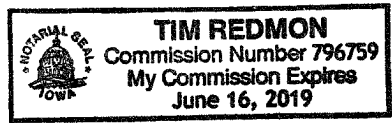


EXHIBIT A

OWNER'S PROPERTY

Parcel "A" of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., as described in Plat of Survey recorded in Book 2011 on Page 479 in the Office of the Madison County Recorder, Madison County, Iowa.