

BK: 2019 PG: 2151  
Recorded: 7/16/2019 at 12:27:51.0 PM  
Pages 7  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

Prepared by and after recording return to: Tyrone H. Thomas, Jr., Esq., Bridges Wind Energy LLC, c/o Invenergy LLC, One South Wacker Drive, Suite 1800, Chicago, Illinois 60606, ATTN: Land Administration, (312) 224-1400

### MEMORANDUM OF AGREEMENT REGARDING EASEMENTS

THIS MEMORANDUM OF AGREEMENT REGARDING EASEMENTS (this "Memorandum"), is made, dated and effective as of April 10<sup>th</sup>, 2019 (the "Effective Date"), between **Halden C. Bertholf and Virginia L. Bertholf, trustee of the Bertholf Family Living Revocable Trust created under the trust agreement dated May 23, 2001 and Linda J. Johnson, Trustee of the Linda J. Johnson Revocable Trust, created under the Trust Agreement dated December 18, 1996** (together with its successors, assigns and heirs, "Owner"), whose address is **220 W. Washington St., Winterset, IA 50273**, and **Bridges Wind Energy LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is **One South Wacker Drive, Suite 1800, Chicago, IL 60606**, with regard to the following:

1. Owner and Grantee did enter into that certain Agreement Regarding Easements dated of even date herewith (the "Agreement") which affects the real property located in Madison County, Iowa, as more particularly described in **Exhibit A** attached hereto as **Page #6 & 7** (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants Grantee, among other things, the right to install Windpower Facilities (and related infrastructure and appurtenances) on Owner's Property and certain other access rights and rights to use the Property in connection with the wind energy generation project. Owner also irrevocably waived, to the extent permitted by law, enforcement of any applicable setback requirements.

3. Term. The "Term" is comprised of the Development Term, Operations Term and Extended Term as follows:

(i) The initial term of the Easement ("Development Term") commences on the Effective Date and, unless sooner terminated in accordance with the Agreement, shall continue without interruption until the earlier of the Operations Date or the date seven (7) years from the Effective Date.

(ii) If Grantee constructs any Windpower Facilities on the Property, the **“Operations Term”** shall begin on the Operations Date and end on the twenty-fifth (25<sup>th</sup>) anniversary of the Operations Date.

(iii) The **“Operations Date”** shall mean the earlier of: (1) the first date Windpower Facilities installed on the Property begin delivering electricity to the transmission grid or (2) the date Grantee notifies Owner in writing that Grantee has elected to declare that the Operations Date has occurred (whether or not Windpower Facilities have been installed on the Property). Grantee shall notify Owner of the Operations Date within forty-five (45) days after the Operations Date occurs. Owner grants Grantee permission to record in the Madison County records a notice specifying the Operations Date.

(iv) Grantee shall have the preferential right upon written notice to Owner before expiration of the Operations Term to extend the term of the Agreement for an additional period of ten (10) years (**“Extended Term”**) expiring on the thirty-fifth (35<sup>th</sup>) anniversary of the Operations Date. Owner grants Grantee permission to record in the Madison County records a notice of such extension.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee’s rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities (and related infrastructure and appurtenances) installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities (and related infrastructure and appurtenances) at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

7. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**GRANTEE:**

**Bridges Wind Energy LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: **Jonathan A. Saxon**  
Vice President  
Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )

This instrument was acknowledged before me by Jonathan A. Saxon, Vice President of Bridges Wind Energy LLC, a Delaware limited liability company, on behalf of said company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10<sup>th</sup> day of April, 2019.



\_\_\_\_\_  
*Erika Arias*

Notary's Name (Printed): Erika Arias

My commission expires: Oct 31, 2022

**OWNER:**

**Halden C. Bertholf and Virginia L. Bertholf,  
trustee of the Bertholf Family Living  
Revocable Trust created under the trust  
agreement dated May 23, 2001 and Linda J.  
Johnson, Trustee of the Linda J. Johnson  
Revocable Trust, created under the Trust  
Agreement dated December 18, 1996**

By: Halden C. Bertholf

Name: Halden C. Bertholf

Title: Trustee of Bertholf Family Trust

By: Virginia L. Bertholf

Name: Virginia L. Bertholf

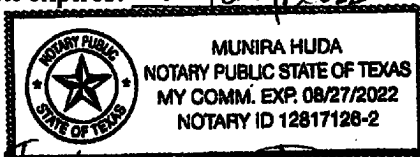
Title: Trustee of Bertholf Family Trust

STATE OF Texas, Tarrant COUNTY, ss:

This record was acknowledged before me on 28<sup>th</sup> March, 2019, by Halden C. Bertholf, Trustee of Bertholf Family Trust.

Munira Huda  
Signature of Notary Public

My commission expires: 08/27/2022

Stamp or Seal 

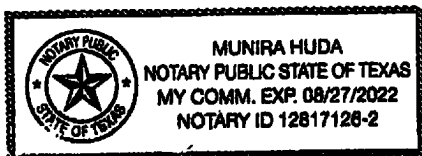
STATE OF Texas, Tarrant COUNTY, ss:

This record was acknowledged before me on 28<sup>th</sup> March, 2019, by Virginia L. Bertholf, Trustee of Bertholf Family Trust.

Munira Huda  
Signature of Notary Public

My commission expires: 08/27/2022

Stamp or Seal



**OWNER:**

**Halden C. Bertholf and Virginia L. Bertholf,  
trustee of the Bertholf Family Living  
Revocable Trust created under the trust  
agreement dated May 23, 2001 and Linda J.  
Johnson, Trustee of the Linda J. Johnson  
Revocable Trust, created under the Trust  
Agreement dated December 18, 1996**

By: Linda J. Johnson

Name: Linda J. Johnson

Title: Trustee of Linda J. Johnson Rev Trust

STATE OF Iowa, Madison COUNTY, ss:

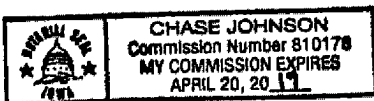
This record was acknowledged before me on March 13, 2019, by Linda J. Johnson, Trustee of Linda J. Johnson Revocable Trust.

[Signature]

Signature of Notary Public

My commission expires: 4/20/19

Stamp or Seal



**EXHIBIT A TO MEMORANDUM**

**Legal Description of the Property**

**Schedule of Locations:**

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
560112722000000	Madison	75N 28W	27	40.00
560112728000000	Madison	75N 28W	27	39.00
560112782000000	Madison	75N 28W	27	39.00
560112784000000	Madison	75N 28W	27	39.00
560112868000000	Madison	75N 28W	28	39.00
560113382021000	Madison	75N 28W	33	13.98
560113388020000	Madison	75N 28W	33	21.50
560113464020000	Madison	75N 28W	34	32.73
560113466000000	Madison	75N 28W	34	39.00
660140420040000	Madison	74N 28W	04	82.00
			<b>Total</b>	<b>385.21</b>

**Legal Description:**

The East Half (E1/2) of the Northeast Quarter (NE1/4) and the North Half (N1/2) of the Southeast Quarter (SE1/4) of Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa

The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa

The West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-four (34); the East 18 acres of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) and the East 22 acres of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-three (33); all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M.; and a tract described as commencing at a point 9.33 chains West of the Northeast corner of the Northeast Quarter (NE1/4) of Section Four (4) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., running thence South 9 1/4° West, 21.26 chains, thence South 39 1/2° West, 25.57 chains to a point on the South line of said quarter section 11.57 chains East of the Southwest corner thereof, thence West on the South line of said quarter section to a point 26 rods

18 links East of the Southwest corner thereof, thence North  $5^{\circ}53'$  West, to a point on the North line of said quarter section 2.51 chains East of the Northwest corner thereof, thence East on the North line of said quarter section to place of beginning, Madison County, Iowa