

BK: 2019 PG: 3253
Recorded: 10/10/2019 at 2:17:31.0 PM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
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 September 30, 2019 (the "**Effective Date**"), between **Andree D. Sandahl, as Trustee of the Andree Sandahl Revocable Trust an undivided half interest and Curt L. Sandahl, as Trustee of the Curt Sandahl Revocable Trust an undivided half interest** (together with its successors, assigns and heirs, "**Owner**"), whose address is **3043 Heritage Ave., Lorimor, IA 50149**, 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 #5 & 6** (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 (25th) 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 (35th) 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: _____

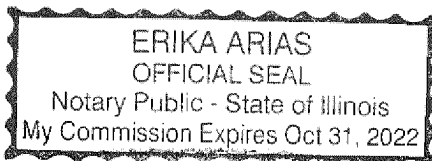
Name: Jonathan A. Saxon
Vice President

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 30 day of September, 2019.



Erika Arias

Notary's Name (Printed): Erika Arias

My commission expires: Oct 31, 2022

OWNER:

**Andree D. Sandahl, as Trustee of the
Andree Sandahl Revocable Trust an
undivided half interest and Curt L. Sandahl,
as Trustee of the Curt Sandahl Revocable
Trust an undivided half interest**

By: Andree D. Sandahl

Name: Andree D. Sandahl

Title: Trustee of Andree Sandahl Rev Tr

By: Curt L Sandahl

Name: Curt L. Sandahl

Title: Trustee of Curt Sandahl Rev Tr

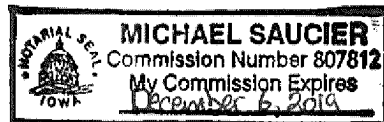
STATE OF Iowa, Adair ^{Madison} COUNTY, ss:

This record was acknowledged before me on September 19, 2019, by Andree D. Sandahl, Trustee of Andree Sandahl Revocable Trust.

Michael Saucier
Signature of Notary Public

My commission expires: December 6, 2019

Stamp or Seal



STATE OF Iowa, Madison COUNTY, ss:

This record was acknowledged before me on September 19, 2019, by Curt L. Sandahl, Trustee of Curt Sandahl Revocable Trust.

Michael Saucier
Signature of Notary Public

My commission expires: December 6, 2019

Stamp or Seal

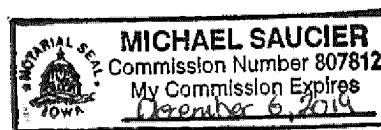


EXHIBIT A TO MEMORANDUM

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>
660140562010000	Madison	74N 28W	05	9.75
660140584020000	Madison	74N 28W	05	14.60
660140586010000	Madison	74N 28W	05	9.75
660140882002000	Madison	74N 28W	08	34.07
660140888010000	Madison	74N 28W	08	23.70
660140962000000	Madison	74N 28W	09	39.00
660140964001000	Madison	74N 28W	09	25.30
660140966010000	Madison	74N 28W	09	15.00
Total				172.07

Legal Description:

The East 10 acres of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 15 acres of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) and the North 10 acres of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Five (5), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa

The East Half (1/2) of the Southeast Quarter (1/4) of Section Eight (8) AND a tract described as follows: Commencing at the Northwest corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Nine (9), and running thence South 80 rods, thence East 80 rods, thence in a Northwesterly direction on a straight line to place of beginning; ALL in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; EXCEPT Commencing at the Southwest corner of the East Half (1/2) of the Southeast Quarter (1/4) of said Section Eight (8), running thence North along the West line of said 80 acre tract for a distance of approximately 78 rods to the point where the West line of said 80 acre tract crosses the main channel of Clanton Creek, thence South and East along the center of the channel of Clanton Creek to the point where the center of the channel of Clanton Creek crosses a line drawn from the Northwest corner to the Southeast corner of the Southwest Quarter (1/4) of the Southwest (1/4) of Section Nine (9), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M.;, thence Southeast along said line to the Southeast corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4), thence West along the South lie of said Sections Nine (9) and Eight (8) to the point of beginning, containing in all approximately 17 acres, subject to easements of record; AND EXCEPT Parcel "A", located in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Eight (8), containing 5.055 acres as

shown in Plat of Survey filed in Book 2, Page 654 on March 20, 1996, in the Office of the Recorder of Madison County, Iowa

The North Half (1/2) of the Southwest Quarter (1/4) and all that part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) lying and being North and East of a straight line drawn from the Northwest corner of said 40-acre tract to the Southeast corner thereof, EXCEPT that part thereof lying South and East of the center of Clanton Creek, in Section Nine (9) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, AND EXCEPT Parcel "A" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Nine (9), containing 13.295 acres, as shown in Plat of Survey filed in Book 2, Page 540 on January 26, 1995, in the Office of the Recorder of Madison County, Iowa