



BK: 2022 PG: 3505
Recorded: 12/8/2022 at 11:29:18.0 AM
Pages 3
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PLEASE RETURN TO:

MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50303-0657

Prepared by Eric Woosley 515-281-2914 MIDAMERICAN ENERGY COMPANY P.O. BOX 657 DES MOINES, IA 50303-0657

**TERMINATION OF WINDPARK EASEMENT AGREEMENT AND
MEMORANDUM OF WINDPARK EASEMENT AGREEMENT**

THIS TERMINATION OF WINDPARK EASEMENT AGREEMENT AND MEMORANDUM OF WINDPARK EASEMENT AGREEMENT (this "Termination") is executed as of the 23 day of November, 2022 (the "Effective Date") by MidAmerican Energy Company, an Iowa Corporation ("Developer"), with reference to the following facts:

- A. **Martens Farms, LLC, an Iowa limited liability company** ("Owner") and MidAmerican Energy Company, an Iowa corporation ("Developer") entered into that certain unrecorded Windpark Easement Agreement (the "Agreement") dated as of August 8, 2017 as evidenced by a Memorandum of Windpark Easement Agreement (the "Memorandum") recorded September 11, 2017, in Book 2017, Page 2847 in Official Records of Madison County, Iowa, and as amended by that certain unrecorded First Amendment to Windpark Easement Agreement dated February 07, 2018 (the "Amendment") a Memorandum of First Amendment to Windpark Easement Agreement (the "Amendment Memorandum") of which was recorded March 2, 2018, in Book 2018, Page 696, in Official Records, Madison County, Iowa, whereby Owner granted to Developer certain easement rights and related uses over, under and across certain real property located in Madison County, Iowa, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").
- B. Section 8.3 of the Agreement provides that Developer may terminate the Agreement and the easements therein at any time, as to all or any part of the Property, by giving written notice to Owner.
- C. Developer has provided written notice to Owner of the termination of the Agreement and Memorandum, and therefore, Developer desires to execute this Termination so as to evidence the termination of the Agreement and Memorandum.

NOW, THEREFORE, effective as of the Termination Effective Date, Developer hereby cancels and terminates the Agreement and Memorandum over the property described below. This Termination shall bind and insure to the benefit of the Owner and Developer and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has executed this Termination as of the date of first set forth above.

DEVELOPER

MIDAMERICAN ENERGY COMPANY

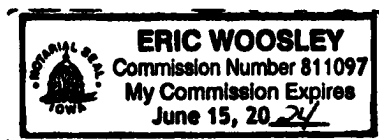
By: [Signature]
Adam Jablonski
Vice President, Project Development

By: [Signature]
Mark Lowe
Vice President, General Counsel and
Assistant Secretary

ACKNOWLEDGEMENTS

STATE OF IOWA)
) SS
COUNTY OF POLK)

This record was acknowledged before me on November 23, 2022, by Adam Jablonski as Vice President, Project Development for MidAmerican Energy Company.



[Signature]
Signature of Notary Public

STATE OF IOWA)
) SS
COUNTY OF POLK)

This record was acknowledged before me on November 21, 2021, by Mark Lowe as Vice President, General Counsel and Assistant Secretary for MidAmerican Energy Company.

[Signature]
Signature of Notary Public

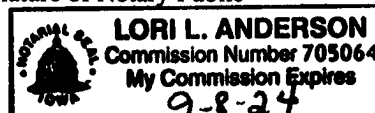


EXHIBIT A

Tract 1: The Northwest Quarter (1/4) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Tract 2: The West Half (1/2) of the Northeast Quarter (1/4) and the East Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Seventeen (17), containing 3.000 acres, as shown in Plat of Survey filed in Book 2004, Page 1669 on April 16, 2004, in the Office of the Recorder of Madison County, Iowa.

Tract 3: The East Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "F" located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-one (21), containing 10.37 acres, as shown in Plat of Survey filed in Book 2011, Page 953 on April 14, 2011, in the Office of the Recorder of Madison County, Iowa.

Tract 4: The South Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Tract 5: The Southwest Quarter (1/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract of land located therein, containing 6.108 acres, as shown in Plat of Survey filed in Book 2, Page 112 on June 9, 1988, in the Office of the Recorder of Madison County, Iowa.

Tract 6: The East Half (1/2) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Tract 7: The Southwest Quarter (1/4) of Section Nineteen (19), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Tract 8: The Fractional Northwest Quarter of Section Thirty (30), Township Seventy-Seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the South Fractional Half (1/2) of the Northwest Quarter (1/4) of said Section Thirty (30), containing 44.167 acres, as shown in Plat of Survey filed in Book 2001, Page 5346 on November 29, 2001, in the Office of the Recorder of Madison County, Iowa.