

BK: 2022 PG: 3543
Recorded: 12/9/2022 at 9:41:22.0 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:

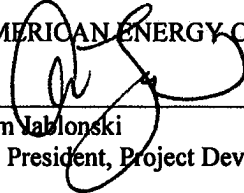
- A. **Mary Louise Frey, a single person (1/2 Interest); Mary Louise Frey (Life Estate), Michael H. Frey and Penny L. Frey, his wife, and Linda M. Smith and Jim R. Smith, her husband, (Remaindermen) (1/2 Interest) ("Owner")** and MidAmerican Energy Company, an Iowa corporation ("Developer") entered into that certain unrecorded Windpark Easement Agreement (the "Agreement") dated as of January 24, 2018, as evidenced by a Memorandum of Windpark Easement Agreement (the "Memorandum") recorded February 27, 2018, in Book 2018, Page 618 in Official Records of Madison County, Iowa, and as amended by that certain unrecorded First Amendment to Windpark Easement Agreement dated January 10, 2019 (the "Amendment") a Memorandum of First Amendment to Windpark Easement Agreement (the "Amendment Memorandum") of which was recorded January 18, 2019, in Book 2019, Page 298, 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

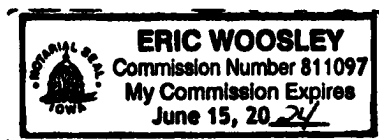
By: 
Adam Jablonski
Vice President, Project Development

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

ACKNOWLEDGEMENTS

STATE OF IOWA)
) SS
COUNTY OF POLK)

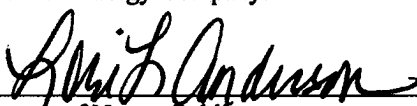
This record was acknowledged before me on November 23, 2022, by Adam Jablonski as Vice President, Project Development for MidAmerican Energy Company.




Signature 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 of Notary Public

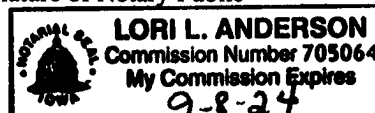


EXHIBIT A

The East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa more particularly described as follows: Beginning at the East Quarter (E1/4) Corner of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" East 1010.01 feet along the centerline of a county road which is the East line of the Southeast Quarter (SE1/4) of said Section 24; thence North 87°07'47" West 384.29 feet; thence North 01°05'57" East 642.44 feet; thence North 02°52'59" East 351.93 feet to the North line of said Southeast Quarter (SE1/4); thence South 89°30'30" East 353.80 feet along the centerline of a County Road to the Point of Beginning, containing 8.567 acres including 1.389 acres of County Road Right-of-Way.