

BK: 2017 PG: 2154
Recorded: 7/11/2017 at 1:49:37.0 PM
Fee Amount: \$37.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Instr. Number: ES17-0254
Number: ES17-0254
BK: 755 PG: 154
Page Range: 0007
Recorded: 6/29/2017 at 10:35:00.0 AM
Fee Amount: \$37.00
Revenue Tax:
Janelle Schneider RECORDER
Adair County, Iowa

Prepared by and after recording return to: MidAmerican Energy Company, Attn: Right of Way Services, P.O. Box 657, Des Moines, IA 50306-0657, (515) 242-3980

MEMORANDUM OF AGREEMENT REGARDING EASEMENTS

THIS MEMORANDUM OF AGREEMENT REGARDING EASEMENTS (this "**Memorandum**"), is made, dated and effective as of June 27, 2017 (the "**Effective Date**"), between **Roy F. Dwyer and Wanona A. Dwyer, Trustees of the Roy F. Dwyer and Wanona A. Dwyer Trust** (together with its successors, assigns and heirs, "**Owner**"), whose address is 2455 Deer Run Avenue, Winterset, IA 50273, and **MidAmerican Energy Company**, an Iowa corporation (together with its transferees, successors and assigns, "**Grantee**"), whose address is P.O. Box 657, Des Moines, IA 50306-0657, 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 Adair, Madison, and Union Counties, Iowa, as more particularly described in **Exhibit A** attached hereto as **Page #5, 6 and 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 (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 Adair 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 fifteen (15) years ("**Extended Term**") expiring on the fortieth (40th) anniversary of the Operations Date. Owner grants Grantee permission to record in the Adair 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:

MidAmerican Energy Company
an Iowa corporation

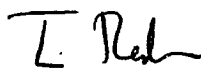
By: 

Name: Adam Jablonski

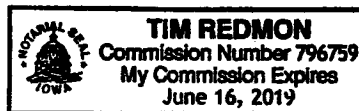
Title: Project Manager, Renewable Energy

STATE OF IOWA)
)
COUNTY OF POLK)

This record was acknowledged before me on June 27, 2017 by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company, an Iowa corporation.



Notary Public in and for said State



OWNER:

Roy F. Dwyer and Wanona A. Dwyer Trust

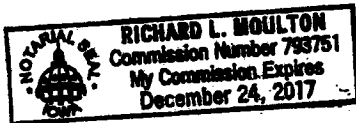
By: Roy F. Dwyer, Trustee
Roy F. Dwyer, Trustee of the Roy F. Dwyer and Wanona A. Dwyer Trust

By: Wanona A. Dwyer, Trustee
Wanona A. Dwyer, Trustee of the Roy F. Dwyer and Wanona A. Dwyer Trust

STATE OF Iowa, COUNTY OF Mason:

This record was acknowledged before me on 4-26, 2017 by Roy F. Dwyer and Wanona A. Dwyer, Trustees of the Roy F. Dwyer and Wanona A. Dwyer Trust.

STAMP



Richard L. Moulton

Notary's Name (Printed): Richard L. Moulton

My commission expires: 12-24-17

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>
1224100001	Adair	75N 30W	24	40.00
1224100003	Adair	75N 30W	24	40.00
1224100004	Adair	75N 30W	24	40.00
1628100001	Adair	74N 30W	28	40.00
1628100002	Adair	74N 30W	28	40.00
1628100003	Adair	74N 30W	28	40.00
1628100004	Adair	74N 30W	28	40.00
1628200001	Adair	74N 30W	28	40.00
1628200002	Adair	74N 30W	28	40.00
1628200003	Adair	74N 30W	28	40.00
1628200004	Adair	74N 30W	28	40.00
1628400001	Adair	74N 30W	28	40.00
1628400002	Adair	74N 30W	28	40.00
1629200001	Adair	74N 30W	29	40.00
1629200002	Adair	74N 30W	29	40.00
1629200003	Adair	74N 30W	29	40.00
1629200004	Adair	74N 30W	29	40.00
1635400001	Adair	74N 30W	35	40.00
1635400002	Adair	74N 30W	35	40.00
1635400003	Adair	74N 30W	35	40.00
1635400004	Adair	74N 30W	35	40.00
600121640040000	Madison	75N 29W	16	14.00
600121646000000	Madison	75N 29W	16	40.00
600121662000000	Madison	75N 29W	16	40.00

600121664000000	Madison	75N 29W	16	40.00
600121666000000	Madison	75N 29W	16	40.00
600121668000000	Madison	75N 29W	16	40.00
600121682000000	Madison	75N 29W	16	40.00
600121684000000	Madison	75N 29W	16	40.00
600121686000000	Madison	75N 29W	16	40.00
600121688000000	Madison	75N 29W	16	40.00
600122022000000	Madison	75N 29W	20	40.00
600122024000000	Madison	75N 29W	20	40.00
600122026000000	Madison	75N 29W	20	40.00
600122028000000	Madison	75N 29W	20	40.00
600122124020000	Madison	75N 29W	21	33.50
600122126010000	Madison	75N 29W	21	33.50
600122142000000	Madison	75N 29W	21	40.00
600122144000000	Madison	75N 29W	21	40.00
600122146000000	Madison	75N 29W	21	40.00
600122148000000	Madison	75N 29W	21	40.00
600122162000000	Madison	75N 29W	21	40.00
600122164000000	Madison	75N 29W	21	40.00
600122166000000	Madison	75N 29W	21	40.00
600122168000000	Madison	75N 29W	21	40.00
600122184000000	Madison	75N 29W	21	40.00
0201000001900	Union	73N 30W	02	30.00
0201000002000	Union	73N 30W	02	40.00
0201000002100	Union	73N 30W	02	40.00
0201000002200	Union	73N 30W	02	40.00
0201000002300	Union	73N 30W	02	40.00
0201000002400	Union	73N 30W	02	40.00
			Total	2031.00

Legal Description:

The West Half (W1/2) of the Northwest Quarter (NW1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-four (24), Township Seventy-five (75) North, Range Thirty (30) West of the 5th P.M., all in Adair County, Iowa

The North Half (N1/2) and the North Half of the Southeast Quarter (N1/2SE1/4) of Section Twenty-eight (28), Township Seventy-four (74) North, Range Thirty (30) West of the 5th P.M. in Adair County, Iowa

The Northeast Quarter (NE1/4) of Section Twenty-nine (29), Township Seventy-four (74) North, Range Thirty (30) West of the 5th P.M. in Adair County, Iowa

The Southeast Quarter (SE1/4) of Section Thirty-five (35), Township Seventy-four (74) North, Range Thirty (30) West of the 5th P.M. in Adair County, Iowa

AND

The South Half (S1/2), and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), and All that part of the East Three-fourths (E3/4) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) lying and being South of the main channel of Middle River, in Section Sixteen (16), and the Northeast Quarter (NE1/4) of Section Twenty (20), and West Half (W1/2), and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), and the West 67 Acres of the Northeast Quarter (NE1/4), except Railroad Right-of-Way, of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

AND

The Northwest fractional Quarter (NWfr1/4) and the West Half of the Northeast fractional Quarter (W1/2NEfr1/4) ALL in Section Two (2), Township Seventy-three (73) North, Range Thirty (30) West of the 5th P.M., in Union County, Iowa, EXCEPT Parcel "A" as shown on Plat of Survey recorded June 25, 1999 in Book 3 Page 098 in Office of the Union County Recorder.