

BK: 2017 PG: 2523
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Fee Amount: \$27.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Jamie Baker
4299 Northwest Urbandale Drive
Urbandale, Iowa, 50322
Phone: (515) 242-3980

Return Document To:

Attn: Right of Way Services
MidAmerican Energy Company
P.O. BOX 657
Des Moines, IA 50303-0657

Grantor: William W. Hunter, Trustee of the Keystone Revocable Trust under agreement dated December 18, 2007

Grantee: MidAmerican Energy Company

Legal Description: See Exhibit A to Memorandum

MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

THIS MEMORANDUM OF WINDPARK EASEMENT AGREEMENT (this "**Memorandum**") is made and entered into as of June 30 2017, by and between William W. Hunter, Trustee of the Keystone Revocable Trust under agreement dated December 18, 2007 ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

WHEREAS:

A. Owner is the owner of a parcel of real property located in Madison County, Iowa as legally described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**");

B. On or about the date hereof, Owner and MidAmerican entered into a Windpark Easement Agreement (the "**Agreement**") which by its terms grants to MidAmerican easements for wind energy development and related rights, electrical and communication lines and facilities, wind and weather monitoring, access, and other easements and rights on, over, under and across the Property;

C. The term of the Agreement commences on the date hereof and may continue for a period of up to fifty-eight (58) years in accordance with the terms of the Agreement, unless earlier terminated as provided in the Agreement.

D. The Parties desire to enter into this Memorandum, which is to be recorded, in order that third parties may have notice of the interests of MidAmerican in the Property and of the existence of the Agreement and of certain easements and rights granted to MidAmerican in the Property as part of the Agreement.

E. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the Agreement and the payments and covenants provided in the Agreement to be paid and performed by the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements. In accordance with the Agreement, Owner grants to MidAmerican the Easements, on, over, under and across the Property, on the terms and conditions set forth in the Agreement. Except as otherwise provided in the Agreement, the Easements are irrevocable and exclusive and include, without limitation: the Wind Development Easement; the Collection System Easement; and the Access Easement.

2. Incorporation of Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. The Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral (including any options or agreements for easements previously entered into by the Parties with respect to the Property), are superseded by the Agreement and shall be and hereby are released, revoked and terminated and shall be of no further force or effect for any purpose whatsoever.

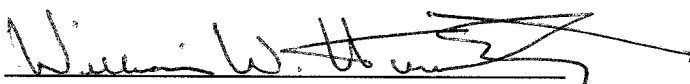
3. Interpretation. The Memorandum is not intended and may not be construed to modify or alter in any way the terms and conditions of the Agreement. In the event of a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of Agreement, the Agreement shall control for all purposes.

4. Binding Effect. All provisions contained in this Memorandum shall be binding upon, inure to the benefit of, and be enforceable by, Owner and MidAmerican and, as provided in the Agreement, their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth above.

"OWNER"

KEYSTONE REVOCABLE TRUST UNDER AGREEMENT DATED DECEMBER 18, 2007

By: 

Name: William W. Hunter

Title: Trustee

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

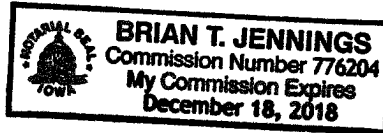
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on June 30, 2017, by William W. Hunter, Trustee of the Keystone Revocable Trust under agreement dated December 18, 2007.

[Signature]
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on July 31, 2017, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

[Signature]
Notary Public in and for said State

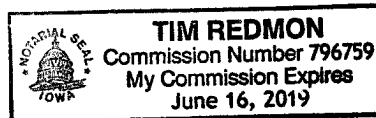


Exhibit A

DESCRIPTION OF THE PROPERTY

The Southwest Quarter (SW1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa EXCEPT Highway;

AND

The Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) in Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

AND

The South Half (S1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) in Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND

A parcel of land in the Northeast Fractional Quarter (NE FRL 1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" 1,048.32 feet, along the East line of the Northeast Fractional Quarter (NE FRL 1/4) of said Section Five (5); thence North 89°28'19" West 1,308.60 feet to the point of beginning, thence South 00°30'19" West 816.63 feet; thence North 89°53'12" West 1,323.05 feet to the West line of said Northeast Fractional Quarter (NE FRL 1/4); thence North 00°15'50" East 235.04 feet, along said West line, to a point on the Southerly Right of Way line of Interstate Highway No. 80; thence North 43°55'06" East 1,523.35 feet along the Southerly Right of Way line; thence South 45°12'18" East 387.09 feet; thence South 00°30'19" West 245.65 feet to the point of beginning. Said parcel of land contains 26.481 acres;

AND

A parcel of land located in the Northwest Fractional Quarter (NW FRL 1/4) of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa lying on the Southeasterly side of the part of the following described centerline of Interstate Route No. 80 as shown on the official plans for Project I-IG-80-2(6)96. The centerline, designated by station points 100 feet apart, numbered consecutively from Southwest to Northeast, is described as follows: Beginning at Station 1449+06.7, a point 1284.9 feet West of the Northeast corner of said Section 5, on the North line thereof, thence S43°11 1/2' West 3502.2 feet to Station 1414+04.5. Said parcel is described as follows: All that part of said Northwest Fractional Quarter (NW FRL 1/4) that lies Southeasterly of a line 150 feet normally distant Southeasterly from and parallel to the above described centerline, said parcel contains 8 acres, more or less.