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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: Kading, Inc.

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 August 31, 2017, by and between Kading, Inc. ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

WHEREAS:

A. Owner is the owner of a parcel of real property located in Adair, Guthrie, and 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"

KADING, INC.

By: Stan Kading per.

Name: Stanley D. Kading

Title: President

By: Ashley B. Kading

Name: Ashley B. Kading

Title: Secretary

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: Adam Jablonski

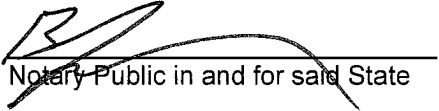
Name: Adam Jablonski

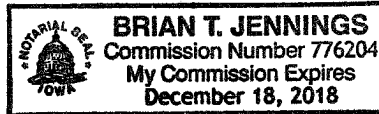
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Adair, ss:

This record was acknowledged before me on August 31, 2017, by Stanley D. Kading, President, and Ashley B. Kading, Secretary, of Kading, Inc.


Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on September 20, 2017, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.


Notary Public in and for said State

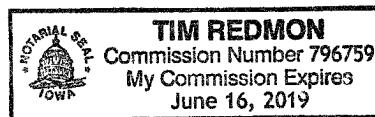


Exhibit A

DESCRIPTION OF THE PROPERTY

The North Half of the Southeast Quarter (N1/2 SE1/4) of Section Thirty-two (32), Township Seventy-eight (78) North, Range Thirty-one (31) West of the 5th P.M., Guthrie County, Iowa, AND

The Fractional East Half of the Northeast Quarter (Efr1/2 NE1/4) of Section Six (6), EXCEPT a 10-acre tract of land located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of said Section 6 conveyed by a Warranty Deed recorded in Book 197, Page 607, ALL IN Township Seventy-seven (77) North, Range Thirty-one (31) West of the 5th P.M., Adair County, Iowa, AND

The South Half of the Southeast Quarter (S1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4), all in Section Nine (9), Township Seventy-six (76) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa, AND the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Fifteen (15), and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) and the West Ten (10) acres of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Fourteen (14), ALL IN Township Seventy-six (76) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa, AND

The Northeast Quarter (NE1/4) of Section Eleven (11), Township Seventy-six (76) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa, AND the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) and the North Half of the Northeast Quarter (N1/2 NE1/4) of Section Fifteen (15), Township Seventy-six (76) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa, EXCEPT a tract commencing at the Northeast Corner of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 15-76-30, thence West 875 feet to the point of beginning, thence South 180 feet, thence West 210 feet, thence North 180 feet, thence East 210 feet to the point of beginning, AND

The Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) and the West Ten (10) Acres of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), all in Section Fourteen (14), Township Seventy-six (76) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa, AND

A tract of land located in the Northeast Quarter (NE1/4) of Section Three (3), Township Seventy-seven (77) North, Range Thirty-one (31) West of the 5th P.M., Adair County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of said NE1/4 of Section 3-77-31, thence N 90°0' E along the North line of said NE1/4 491.4 feet to the point of beginning; thence continuing N 90°0' E 827.0 feet; thence S 0°0' W 316.0 feet; thence S 90°0' W 827.0 feet; thence N 0°0' E 316.0 feet to the point of beginning. The above described tract contains 6.00 acres more or less including county road right of way, AND

The Northeast Quarter (NE1/4) and the East Half of the Northwest Quarter (E1/2 NW1/4) of Section Eleven (11), Township Seventy-seven (77) North, Range Thirty-one (31) West of the 5th P.M., Adair County, Iowa, EXCEPT Parcel "A" of the North Half of the Northeast Quarter (N1/2 NE1/4) of said Section 11, pursuant to a Plat of Survey thereof filed September 22, 2005 in Book 535 at Page 67, AND

The Northwest Quarter (NW1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Thirty-one (31) West of the 5th P.M., Adair County, Iowa, EXCEPT therefrom Parcel "A" as platted in Plat of Survey in Book 449, Page 34, AND

The Northeast Quarter (NE1/4) and the East Half of the Northwest Quarter (E1/2 NW1/4), all in Section Fifteen (15), Township Seventy-seven (77) North, Range Thirty-one (31) West of the 5th P.M., Adair County, Iowa, AND

The Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) and the West Half of the Northeast Quarter (W1/2 NE1/4), all in Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29)

West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of said Section 31, containing 3.000 acres, as shown in Plat of Survey filed in Farm Plat Book 3, Page 101 on August 29, 1997, in the Office of the Recorder of Madison County, Iowa, AND

The Fractional West Half of the Northwest Quarter (Wfr1/2 NW1/4), the West Half of the Southwest Quarter (W1/2 SW1/4), and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4), all in Section Five (5), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.