

BK: 2017 PG: 3474
Recorded: 11/6/2017 at 8:05:57.0 AM
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: Birds' Nest of Holland, L.L.C.

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 September 25 2017, by and between Birds' Nest of Holland, L.L.C. ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

WHEREAS:

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

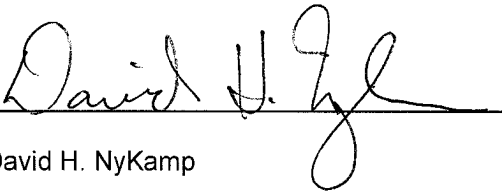
3. Interpretation. The Memorandum is not intended and may not be construed to modify or alter in any way the terms and conditions of the Agreement. In the event of a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of Agreement, the Agreement shall control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

BIRDS' NEST OF HOLLAND, L.L.C.

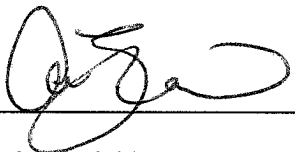
By: 

Name: David H. NyKamp

Title: Member

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

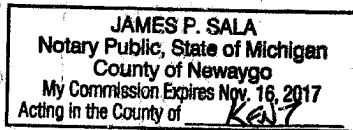
STATE OF MICHIGAN, COUNTY OF KENT, ss:

This record was acknowledged before me on September 25, 2017, by

David H. NyKamp, Member, Birds' Nest of Holland, L.L.C.

J. P. Sala

Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on OCTOBER 18, 2017, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

T. Redmon

Notary Public in and for said State

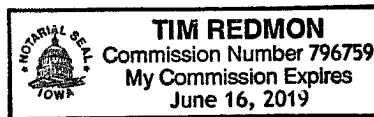


Exhibit A

DESCRIPTION OF THE PROPERTY

The Northwest Fractional Quarter (NW Frl. 1/4) of the Northeast Quarter (NE1/4) of Section 5, Township 76 North, Range 30 West of the 5th P.M., Adair County, Iowa,

AND

The Southwest Quarter (SW1/4) in Section 32, Township 77 North, Range 30 West of the 5th P.M., Adair County, Iowa, except a 3.51-acre tract in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) thereof, as shown on the Plat of Survey filed in the Office of the Recorder of Adair County, Iowa, on June 2, 1987 and recorded in Book 268 at Page 51,

AND

The Northeast Fractional Quarter (NE Frl. 1/4) AND the East Fractional Half (E Frl. 1/2) of the Northwest Fractional Quarter (NW Frl. 1/4) AND Southeast Quarter (SE1/4) AND the Northeast Quarter (NE1/4) of the Southwest Quarter (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.