

BK: 2018 PG: 902
Recorded: 3/26/2018 at 8:25:49.0 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: Raymond E. Thompson, Jr. and Joanne M. Thompson, Trustees of the Raymond E. Thompson, Jr. and Joanne M. Thompson Revocable Living Trust dated July 3, 2013

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 February 21 2018, by and between Raymond E. Thompson, Jr. and Joanne M. Thompson, Trustees of the Raymond E. Thompson, Jr. and Joanne M. Thompson Revocable Living Trust dated July 3, 2013 ("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"

RAYMOND E. THOMPSON, JR. AND JOANNE M. THOMPSON REVOCABLE LIVING TRUST DATED JULY 3, 2013

By: Raymond E. Thompson

Name: Raymond E. Thompson, Jr.

Title: Trustee

By: Joanne M. Thompson

Name: Joanne M. Thompson

Title: Trustee

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: Adam Jablonski

Name: Adam Jablonski

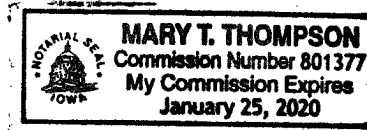
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on February 21, 2018, by Raymond E. Thompson, Jr. and Joanne M. Thompson, Trustees of the Raymond E. Thompson, Jr. and Joanne M. Thompson Revocable Living Trust dated July 3, 2013.

Mary Thompson
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on MARCH 8, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

T. Redmon
Notary Public in and for said State

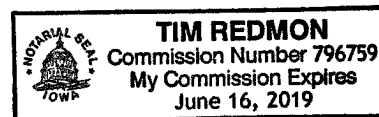


Exhibit A

DESCRIPTION OF THE PROPERTY

The West Half (W1/2) of the Northwest Quarter (NW1/4), except for part of Parcel A: That part of the Northwest Quarter of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Madison County, Iowa, Described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of said Section Eleven (11), thence on a assumed bearing North 90 degrees 00 minutes 00 seconds East along the North line of said Northwest Quarter a distance of 860.14 feet, thence South 35 degrees 42 minutes 40 seconds East 121.35 feet, thence South 74 degrees 33 minutes 50 seconds West 657.07 feet, thence North 04 degrees 18 minutes 04 seconds West 119.87 feet, thence North 88 degrees 26 minutes 31 seconds West 323.28 feet, thence North 00 degrees 00 minutes 00 seconds East 145.10 feet to the North line of said Northwest Quarter, thence North 90 degrees 00 minutes 00 seconds East along said North line a distance of 34.55 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter and the point of beginning. Said tract contains 3.78 acres and is subject to Madison County Highway Easement over the Northerly and Westerly 0.05 acres thereof.

AND

Commencing 1305.2 feet West of the center of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence East 426.7 feet, thence North 1°09' East, 1703 feet, thence North 87°55' East 712 feet, thence North 49°46' East, 286.2 feet, thence North 0°23' East 705 feet, thence North 89°21' West 481 feet, thence South 35 degrees 42 minutes 40 seconds East 121.35 feet, thence South 74 degrees 33 minutes 50 seconds West 657.07 feet, thence North 04 degrees 18 minutes 04 seconds West 119.87 feet, thence North 88 degrees 26 minutes 31 seconds West 323.28 feet, thence South approximately 2287.5 feet to the point of beginning. All that part of the Northwest Quarter of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Madison County, Iowa.