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Recorded: 3/20/2018 at 4:03:39.0 PM
Fee Amount: $47.00
Revenue Tax:
Sandie L. Smith, RECORDER
Black Hawk County, Iowa

Prepared by: Kathleen K. Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116
Return to: RPM Access, Attn: Felix Friedman, PO Box 439, 7 Ellefson Drive, De Soto, IA 50069-7729

MEMORANDUM OF WIND FARM EASEMENT AGREEMENT

Washburn Wind Energy LLC, an Iowa limited liability company, and its successors and assigns ("**Washburn Wind**"), and J.N.J. Farms, Inc. a/k/a JNJ Farms, Inc., an Iowa limited liability company, and their heirs, successors and assigns (collectively, "**Owner**"), are the parties to a Wind Farm Easement Agreement (the "**Agreement**") signed at the same time as this Memorandum of Easement ("**Memorandum**"). The Agreement pertains to a wind energy project commonly known as the Washburn Wind Farm ("**Wind Farm**"), includes a grant of easements, and establishes the rights of the parties and their duties to each other with regard to the Wind Farm. The parties entered into the Agreement pursuant to two Wind Farm Option Agreements (together, the "Option"), Memoranda of which are recorded at **File No. 2017-0011236 and File No. 2018-00002514** in the county records of the county in which Owner's Property (defined below) is located. RPM Access LLC, a party to the Option, assigned all its right, title, and interest in and to the Option to Washburn Wind by an Assignment and Assumption Agreement dated effective as of November 21, 2017, filed December 20, 2017 and recorded in **File No. 2018-00010685** of the Black Hawk County Records.

Capitalized terms that are not defined in this Memorandum have the meanings given them in the Agreement. This Memorandum incorporates all of the terms, conditions, provisions and covenants of the Agreement as if fully set forth in this Memorandum. This Memorandum is not intended to and shall not be construed as in any way modifying or altering the Agreement. If there is a conflict or inconsistency between the provisions of this Memorandum and the terms and conditions of the Agreement, the Agreement shall control for all purposes.

Owner and Washburn Wind have agreed to record this Memorandum to give third parties notice of the existence of the Easements granted to Washburn Wind in the Agreement and certain other significant provisions of the Agreement.

1. **Grant of Easements.** The Agreement grants to Washburn Wind on the terms and conditions set forth in the Agreement some or all of the following Easements: Construction Easement, Turbine Site Easement, Access Easement, Collection Facilities Easement, Met Tower Site Easement, Overhang Easement, Wind Non-Obstruction Easement, Noise Easement, Light and Shadow Easement and Studies Easement. The Easements are irrevocable and exclusive except as otherwise provided in the Agreement.

2. **Property Affected by the Easements. Exhibit A at Page 6** attached to this Memorandum legally describes the real property owned by Owner that is affected by the Agreement ("**Owner's Property**"). The

Wind Non-Obstruction Easement, Noise Easement, Light and Shadow Easement and Studies Easement affect all of Owner's Property.

Exhibit B attached to this Memorandum is a preliminary site and easement plan for Owner's Property ("**Site Plan**"). The Site Plan shows the approximate location and boundaries of any proposed Turbine Site Easement, Met Tower Site Easement, Access Easement, Collection Facilities Easement, Overhang Easement, and Construction Easement that may be located on Owner's Property. After construction of the Wind Farm, Washburn Wind will separately record **Exhibit C** which shall replace Exhibit B. Exhibit C will be a dimensioned final site and easement plan with respect to Owner's Property that will show the locations of all Wind Energy Facilities, if any, as constructed on or overhanging Owner's Property together with a metes and bounds legal description of the perimeter of the Construction Easement and such other Easements and information as Washburn Wind deems appropriate.

3. **Term and Renewal.** The "Term" of the Agreement ends 30 years after the Commercial Operation Date of the Wind Farm. Washburn Wind at its option may extend the Term of the Agreement for one additional 25 year period beginning, without gap or interruption, at the end of the Term ("**Renewal Term**"). Washburn Wind may exercise this option for the Renewal Term by giving Owner notice of its intent to do so at least 16 months before expiration of the Term. If Washburn Wind does not give Owner timely notice of its exercise of this option for a Renewal Term, this Agreement and the Easements shall terminate as of the expiration of the Term. The "Commercial Operation Date" for purposes of the Agreement will be determined by Washburn Wind and specified in a notice of the Commercial Operation Date delivered by Washburn Wind to Owner.

4. **Termination.** When the Agreement expires or is completely or partially terminated as permitted in the Agreement, Washburn Wind will file an appropriate complete or partial termination of the Agreement, Easements or other rights granted to Washburn Wind in the Agreement in the public records in the county in which Owner's Property is located. If, when obligated to do so in accordance with the Agreement, Washburn Wind fails to file a notice of termination, then Owner may file an affidavit of termination of, as appropriate, the Agreement, Easements or other rights granted to Washburn Wind in the Agreement together with proof of service of the affidavit on Washburn Wind and any Lender or Assignee in the manner provided for giving notices. Unless Washburn Wind or a Lender or Assignee files in the public records in the county in which Owner's Property is located a written objection or denial of termination within 30 days after service of the affidavit, the affidavit will have the same effect as a notice of termination by Washburn Wind.

5. **Development and Use Restrictions.** The Agreement restricts snowmobiling, hunting and the discharge of firearms on Owner's Property or in the vicinity of the Wind Energy Facilities for the protection of Washburn Wind's site personnel and the Wind Energy Facilities. The Agreement also contains development and use restrictions pertaining to construction of new structures on Owner's Property.

6. **Mechanic's Liens.** Owner gives notice that no mechanic's liens arising out of Washburn Wind's activities on the Owner's Property shall in any manner or degree attach to or affect the rights of Owner in Owner's Property.

7. **Right to Mortgage and Assign.** Washburn Wind may without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Agreement, the Easements, the Easement Properties, or the Wind Energy Facilities. Washburn Wind shall also have the right without Owner's consent, to sell, assign, lease, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, or otherwise convey away, to one or more persons or entities, all or any part of Washburn Wind's interest in

this Agreement, the Easements, the Easement Properties, other rights granted to Washburn Wind in the Agreement and the Wind Energy Facilities.

8. **Compliance with Law.** Owner agrees to comply with Section 18.70.240 of the Black Hawk County Code and any Special Permit for the Wind Farm approved by the Black Hawk County Board of Adjustment.

9. **Access.** Owner agrees that Black Hawk County is granted an easement for access to Owner's Property for purposes of inspecting Wind Energy Facilities and decommissioning of the Wind Farm and for any other purposes under Section 18.70.240 of the Black Hawk County Code and any Special Permit granted by Black Hawk County for the Wind Farm.

10. **Security for Removal Obligation.** To the extent required under applicable law, Washburn Wind will post security pursuant to Section 18.70.240 of the Black Hawk County Code or any Special Permit for the Wind Farm approved by the Black Hawk County Board of Adjustment to assure funding of Washburn Wind's Removal Obligations (as defined in the Agreement) to Owner and the other landowners at the Wind Farm.

11. **CRP Contract.** By Owner's signature to the Agreement, Owner authorizes the United States Department of Agriculture ("USDA") to release to Washburn Wind any and all information regarding any Conservation Reserve Program contract affecting Owner's Property ("CRP Contract") and authorizes the USDA to discuss the CRP Contract with Washburn Wind.

12. **Notices and Questions.** All notices or other communications required or permitted by the Agreement shall be in writing. Notices, shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope to the addresses below, or as changed by any party, Assignee or Lender notifying the other parties in the manner provided above.

If to Owner:

Joseph C. McKenna
3638 W. Eagle Road
Hudson, IA 50643

If to Washburn Wind:

Washburn Wind Energy LLC
Attn: Felix Friedman
P.O. Box 439, 7 Ellefson Drive
De Soto, IA 50069

SIGNATURES BEGIN ON NEXT PAGE

Dated this January 31, 2018

WASHBURN WIND ENERGY LLC, an Iowa limited liability company

By: Matthew C Conrad

Printed Name: Matthew C. Conrad, Authorized Representative

STATE OF IOWA, Polk **COUNTY, ss:**

This record was acknowledged before me on January 31st, 2018, by Matthew C. Conrad as an Authorized Representative of Washburn Wind Energy LLC, an Iowa limited liability company.

STAMP

AARON THEISEN
COMMISSION NO. 797120
MY COMMISSION EXPIRES
07/12/2018

Notary Public in and for said State

[OWNER'S SIGNATURES BEGIN ON NEXT PAGE]

Owners:

J.N.J. Farms, Inc. a/k/a JNJ Farms, Inc., an Iowa limited liability company

By: Joseph C McKenna President
Joseph C. McKenna, as President

STATE OF Iowa, Black Hawk COUNTY) SS:

This record was acknowledged before me on 1-29, 2018 by Joseph C. McKenna as President of J.N.J. Farms, Inc. a/k/a JNJ Farms, Inc., an Iowa limited liability company.

Notary's signature: Kevin Lehs

Notary's printed name: Kevin Lehs

My commission expires: 11/17/20

STAMP

KEVIN R LEHS
COMMISSION NO. 755477
MY COMMISSION EXPIRES
11/17/20

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Property #88:
The East One-half of the Northeast Quarter of Section No. 20, Township No. 87 North, Range No. 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa; EXCEPT those parts conveyed for road purposes to Black Hawk County, Iowa, in Document No. 2005-28857.

Net Acreage of Owner's Property per County Assessor's Records: 75.39

Property #90:
The Northwest Quarter of Section No. 21 Township No. 87 North, Range No. 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except those parts thereof described as follows:

Commencing at a point 1,144 feet North of the Southwest corner of said Northwest Quarter of Section No. 21; thence North along the West line of said Northwest Quarter 200 feet; thence East 355 feet; thence South 372 feet; thence West 355 feet to the West line of said Northwest Quarter; thence North along said West line 172 feet to the point of beginning; and Parcel "A" of Plat of Survey 322 Misc 592 being that part of said Northwest Quarter of Section No. 21 described as follows:

Commencing at the Southwest corner of said Northwest Quarter , thence North 00°00'00" West 771.50 feet along the West line of said Northwest Quarter to the point of beginning; thence continuing North 00°00'00" West 200.50 feet along said West line; thence North 90°00'00" East 508.50 feet; thence South 00°00'00" East 200.50 feet parallel with the West line of said Northwest Quarter; thence South 90°00'00" West 508.50 feet to the point of beginning. Contains 2.340 acres including 0.152 acres right-of-way. NOTE: The West line of said Northwest Quarter is assumed to bear North-South for this description. All in Township No. 87 North, Range No. 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa; and

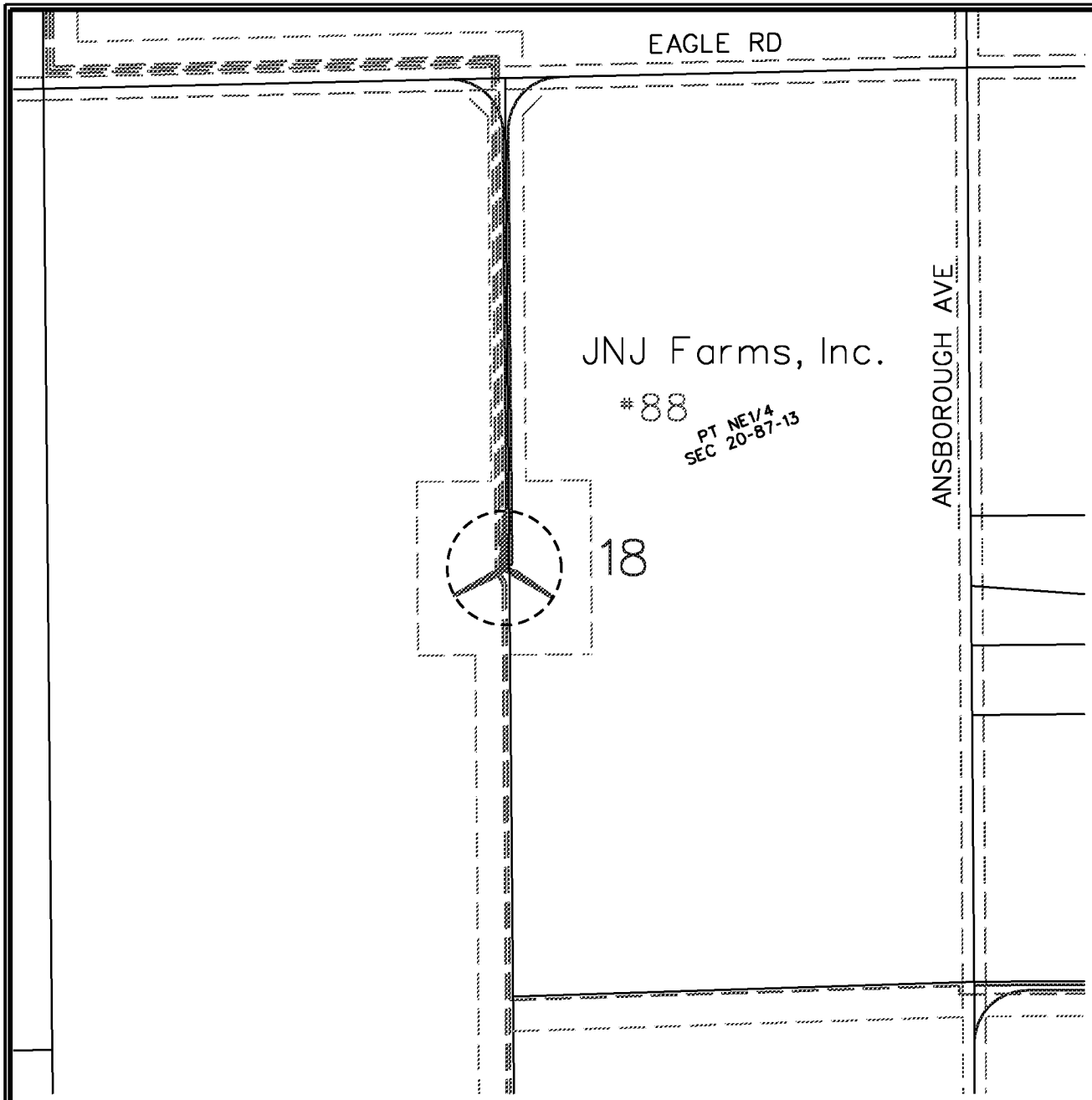
Those parts conveyed for road purposes to Black Hawk County, Iowa, in Document No. 2005-28858.

Net Acreage of Owner's Property per County Assessor's Records: 148.83

Property #120:
West ½ of SE¼ of SW¼ of Section 13, Township 87 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the South 50 feet thereof conveyed for road purposes.

Net Acreage of Owner's Property per County Assessor's Records: 19.25

EXHIBIT - B



NOTE: INFORMATION SHOWN, INCLUDING PROPERTY BOUNDARY LINES, IS A GRAPHIC REPRESENTATION OF EXISTING AND PROPOSED FEATURES AND IS NOT BASED ON LAND SURVEYS. ACTUAL PROPERTY BOUNDARY LINES AND EASEMENTS TO BE DETERMINED PRIOR TO CONSTRUCTION. ALL TURBINE, ACCESS ROAD, COLLECTION AND TRANSMISSION LINE LOCATIONS ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN.

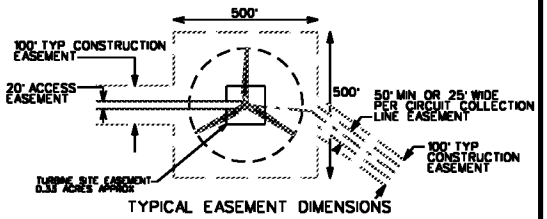
NOTE: FOR CLARITY, THE COLLECTION LINE EASEMENT IS NOT SHOWN ON EX B, WHICH LIES INSIDE THE CONSTRUCTION EASEMENT IN ALL CASES. REFER TO THE TYPICAL EASEMENT FIGURE ON THIS SHEET FOR COLLECTION LINE EASEMENT TYPICAL WIDTHS.

LEGEND

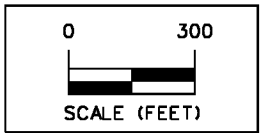
1 PROPOSED TURBINE WITH NUMBER

1 PROPOSED MET TOWER WITH NUMBER

PROPERTY LINES
ACCESS ROADS
COLLECTION FACILITIES
EXISTING ROAD RIGHT-OF-WAY
CONSTRUCTION EASEMENT



TYPICAL EASEMENT DIMENSIONS
(UNLESS SHOWN DIFFERENT)



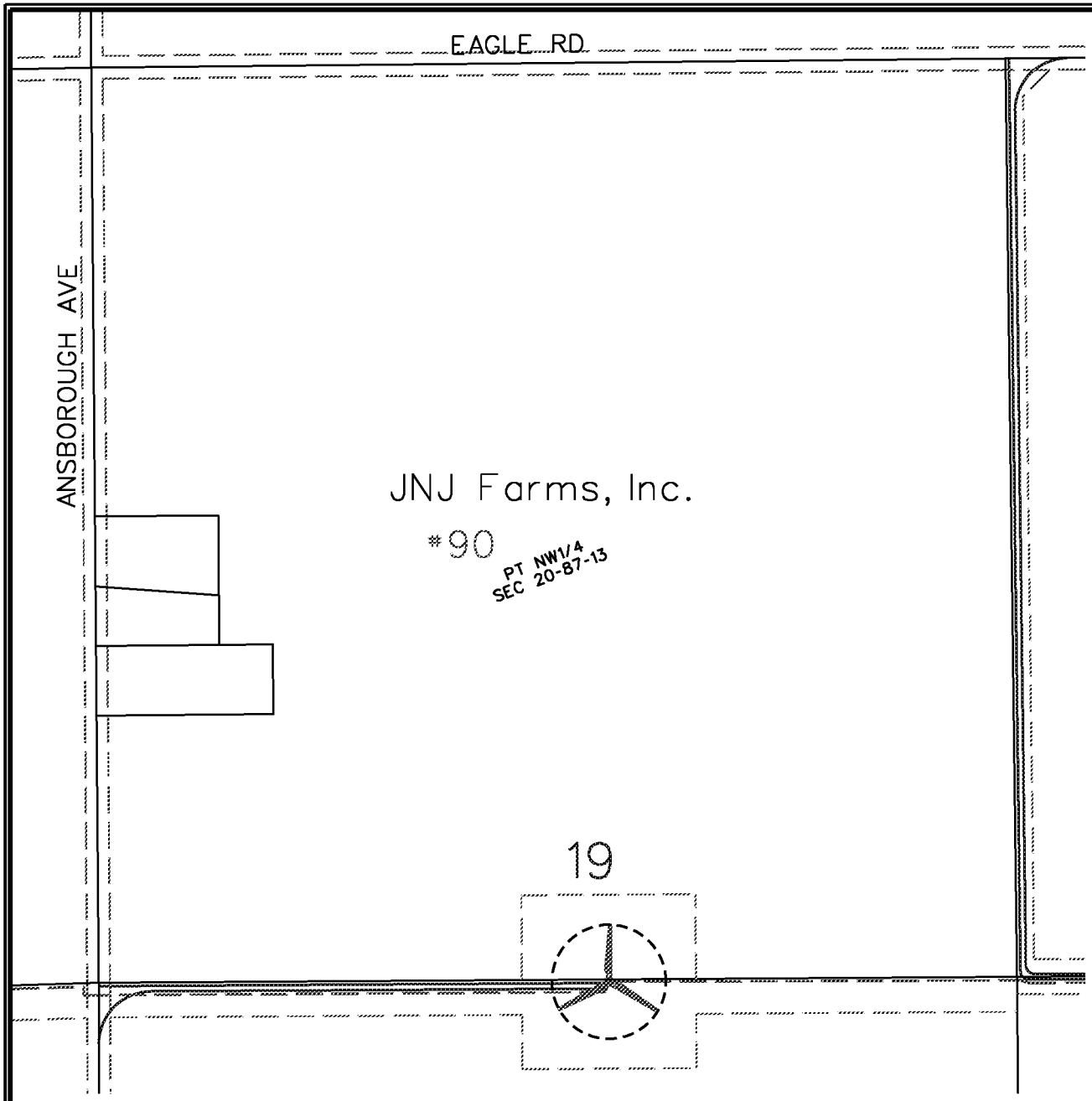
ISSUE DATE: 03-09-2018

WASHBURN WIND PROJECT - 70MW
#88 JNJ Farms, Inc. 20-87-13
BLACK HAWK COUNTY, IOWA

MARK | REVISION | DATE
DESIGN: ED | ENGINEER: MG | CHECKED BY: SD
SCALE: 1" = 300' | SHEET 1 OF 1

RMAccess
7 Elleson Drive
De Soto, IA 50069-7729
www.rmaccess.com | 515-834-2055

EXHIBIT - B



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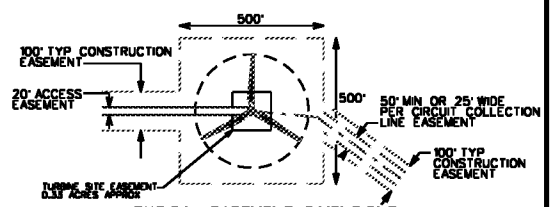
LEGEND

1 PROPOSED TURBINE WITH NUMBER

1 PROPOSED MET TOWER WITH NUMBER

PROPERTY LINES
ACCESS ROADS
COLLECTION FACILITIES
EXISTING ROAD RIGHT-OF-WAY
CONSTRUCTION EASEMENT



TYPICAL EASEMENT DIMENSIONS
(UNLESS SHOWN DIFFERENT)

0 300
SCALE (FEET)

ISSUE DATE: 03-09-2018

MARK	REVISION	DATE
DESIGN: ED	ENGINEER: MG	CHECKED BY: SD
SCALE: 1" = 300'		SHEET 1 OF 1

WASHBURN WIND PROJECT - 70MW

#88 JNJ Farms, Inc. 20-87-13

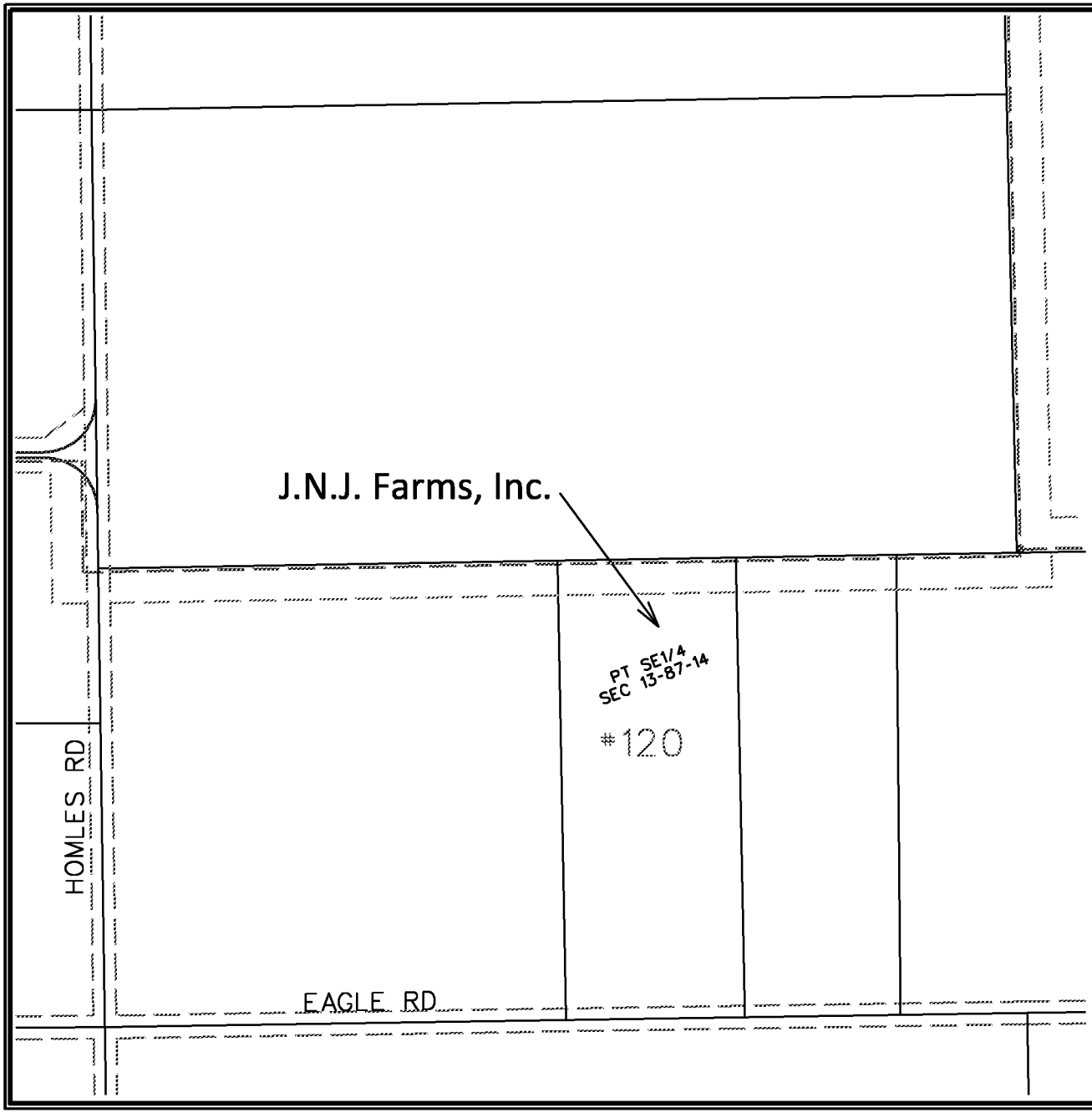
BLACK HAWK COUNTY, IOWA

7 Ellefson Drive
De Soto, IA 50069-7729
www.rpmaccess.com | 515-834-2055

RPMAccess

SHEET 1 OF 1

EXHIBIT - B



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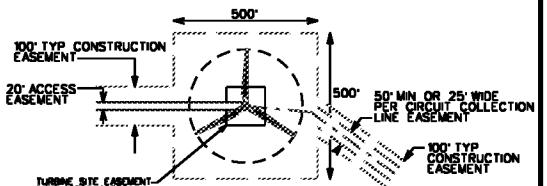
LEGEND

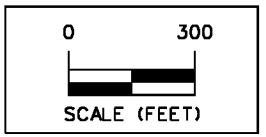
PROPOSED TURBINE WITH NUMBER

PROPOSED MET TOWER WITH NUMBER

PROPERTY LINES
ACCESS ROADS
COLLECTION FACILITIES
EXISTING ROAD RIGHT-OF-WAY
CONSTRUCTION EASEMENT



TYPICAL EASEMENT DIMENSIONS
(UNLESS SHOWN DIFFERENT)



ISSUE DATE: 03-09-2018

WASHBURN WIND PROJECT - 70MW

#120 J.N.J. Farms, Inc. 13-87-14

BLACK HAWK COUNTY, IOWA

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De Soto, IA 50069-7729
www.rmaccess.com | 515-834-2055

MARK	REVISION	DATE
DESIGN: ED	ENGINEER: MG	CHECKED BY: SD
SCALE: 1" = 300'		SHEET 1 OF 1

SHEET 1 OF 1