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Dianna Longhenry, Recorder, Poweshiek County Iowa



**RECORDER'S COVER SHEET**

**Name of Document:** Memorandum of Wind Energy Lease

**Preparer Information:**

Matt Gilhousen  
North English Wind Project, LLC  
16105 W. 113<sup>th</sup> Street, Ste. 105  
Lenexa, Kansas 66219-2305  
Phone: 913-888-9463

**Taxpayer Information** (name and complete address)

Gary Hiram Brouwer  
229 Pearl Street, Apt. 408  
Grinnell, Iowa 50112

**Return Document to:**

Matt Gilhousen  
North English Wind Project, LLC  
16105 W. 113<sup>th</sup> Street, Ste. 105  
Lenexa, Kansas 66219-2305  
Phone: 913-888-9463

**Lessor(s):** Gary Hiram Brouwer, a single person

**Lessee(s):** NORTH ENGLISH WIND PROJECT, LLC, a Delaware limited liability company

**Legal Description:** See Exhibit A

**Document or instrument number of previously recorded document:** None

## MEMORANDUM OF WIND ENERGY LEASE

THIS MEMORANDUM OF WIND ENERGY LEASE (this "**Memorandum**") is dated as of April 15, 2017 (the "**Effective Date**") by and between Gary Hiram Brouwer, a single person ("**Lessor**"), whose address is 229 Pearl Street, Apt. 408, Grinnell, Iowa 50112, and North English Wind Project, LLC, a Delaware limited liability company ("**Lessee**"), whose address is 16105 W. 113<sup>th</sup> Street, Suite 105, Lenexa, KS 66219, with reference to the following recitals:

A. Lessor owns that certain real property (including all air space thereof) described on **Exhibit "A"** attached hereto (the "**Property**"), which Property is located in the County of Poweshiek, in the State of Iowa.

B. Lessor and Lessee (together, the "**Parties**" and each a "**Party**") have entered into that certain unrecorded Wind Energy Lease dated of even date herewith (the "**Lease**"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Lessor hereby leases the Property to Lessee and its successors and assigns, and Lessee hereby leases the Property from Lessor, upon all of the terms and conditions set forth in the Lease. As more fully provided in the Lease, without limiting the generality of the foregoing, Lessee shall have possession of the Property for the following wind energy uses and purposes (collectively, "Wind Operations"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee: (a) determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data; (b) developing, constructing, erecting, installing, improving, enlarging, replacing, repowering, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring the following, whether for the benefit of Wind Power Facilities (as defined below) on the Property or on other lands: (i) wind energy conversion systems and wind power generating facilities, including associated towers, foundations, support structures and equipment (collectively, "Generating Units"); (ii) electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "Transmission Facilities"); (iii) anemometers, meteorological towers and wind measurement, monitoring and recording equipment and facilities; (iv) roads, bridges, culverts and erosion control facilities; (v) control, maintenance and administration buildings, (vi) laydown areas and maintenance yards; (vii) utility lines and installations; (viii) fences, gates and other safety and protection facilities; and (ix) other improvements, fixtures, facilities, appliances, machinery and equipment in any way related to or

associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities"); (c) vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities (whether located on the Property or on other lands), on, over and across the Property, by means of roads thereon if existing (which Lessee may widen, strengthen or otherwise improve), or otherwise by such roads as Lessee may construct from time to time ("Access Rights"); and (d) undertaking any other activities that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies, and clearing vegetation.

2. Among other things, this Lease includes (a) the exclusive right and easement on, over and across the Property for the free and unobstructed flow of wind currents and wind resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such wind, (ii) convert wind energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below), and (b) the exclusive right and easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property.

3. The Lease shall initially be for a term of ten (10) years commencing on the Effective Date and ending on April 15, 2027. Lessee shall have the right and option to extend the term of the Lease for one additional period of forty (40) years, upon the terms set forth in the Lease.

4. Any Wind Power Facilities constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Wind Power Facilities installed on the Property, or in any profits or income derived therefrom.

5. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor (collectively, "Lessor Parties") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Wind Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability, flow, speed or direction of air or wind over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Wind Power Facilities or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Wind Power Facilities.

6. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, division of the Lease into separate agreements, conduct of Operations, restoration of the Property, assignment and lender protections.

7. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify,

amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

8. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each Sublessee and any other person and entity having any interest therein during their ownership thereof, and their respective Sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

9. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

***[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]***





**EXHIBIT "A"**

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF POWESHIEK, STATE OF IOWA:

The Northwest Fractional Quarter of Section Four (4), Township Seventy-Nine (79) North, Range Fourteen (14) West of the Fifth P.M., excepting therefrom Parcel A in the Northeast Fractional Quarter of the Northwest Quarter of Section Four (4), Township Seventy-nine (79) North, Range Fourteen (14) West of the Fifth P.M., according to the Plat thereof appearing of record in Survey Book 6 at Page 52A, excepting therefrom that portion conveyed to the County of Poweshiek, recorded in Book 196 at page 537, more particularly described as:

Beginning at the N $\frac{1}{4}$  Corner of said Section 4; thence, S 1°08'34" W 280.00' along the East line of said NE FR $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence N 90°00'00" W 777.86'; thence, N 1°08'34" E 280.00' to the North line of said Section 4; thence, N 90°00'00" E (assumed) 777.86' to the point of beginning. Parcel A contains 5.00 acres including 0.90 acres of public road easement.

AND LESS AND EXCEPT

The north 40 ft. of the NW $\frac{1}{4}$  Sec. 4, T79N, R14W of the 5<sup>th</sup> P.M. containing 0.42 acres, more or less, exclusive of present established roads.