

MEMORANDUM OF WINDPARK EASEMENT AGREEMENT

THIS MEMORANDUM OF WINDPARK EASEMENT AGREEMENT (this "Memorandum") is made and entered into as of May 5 2008, by and between John H. Moffett a/k/a John H. Moffett II (Life Estate); Robert H. Craig, a single person, Bonnie Jill Ringle f/k/a Bonnie Jill Moffett and Frank R. Ringle, her husband, and John Hemphill Moffett, Jr. a/k/a John H. Moffett III and Marilyn R. Moffett, his wife (Remaindermen) ("Owner"), and MidAmerican Energy Company, an Iowa corporation ("Developer").

WHEREAS:

A. Owner is the owner of a parcel of real property located in Pocahontas County, Iowa as legally described in Exhibit B-1 attached hereto and incorporated herein by this reference (the "Property");

B. On or about the date hereof, Owner and Developer have entered into a Windpark Easement Agreement (the "Agreement") which by its terms grants to Developer easements for wind energy development and related rights, transmission lines and facilities, wind and weather monitoring and access 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-five (55) 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 Developer in the Property and of the existence of the Agreement and of certain easements and rights granted to Developer 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 Developer 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 without limitation 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 Developer 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"

By: 

Name: John H. Moffett a/k/a John H. Moffett II

Title: Life Estate

Exhibit B-1

DESCRIPTION OF THE PROPERTY

The Southeast Quarter of Section Twenty-five (25), Township Ninety (90) North, Range Thirty-four (34) West of the 5th P.M., Pocahontas County, Iowa.