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LISA SMITH RECORDER
Madison County, Iowa

**MEMORANDUM OF FIRST AMENDMENT TO
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: Parcel 1: Darrell D. Adams and Marilyn K. Adams, husband and wife, and Parcel 2: Darrell D. Adams and Marilyn K. Adams, his wife

Grantee: MidAmerican Energy Company

Legal Description: See Exhibits A-1 and A-2, pages 5 and 6

**MEMORANDUM OF FIRST AMENDMENT TO
WINDPARK EASEMENT AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO WINDPARK EASEMENT AGREEMENT (this "**Memorandum of First Amendment**") is made and entered into as of this 30th day of April, 2018 by and between Parcel 1: Darrell D. Adams and Marilyn K. Adams, husband and wife, and Parcel 2: Darrell D. Adams and Marilyn K. Adams, his wife ("Owner"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

RECITALS

WHEREAS, Owner and MidAmerican entered into that certain Windpark Easement Agreement dated as of July 27, 2017 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on October 13, 2017 in Book 2017, Page 3218 (the "**Memorandum**").

WHEREAS, pursuant to the Windpark Agreement, Owner granted to MidAmerican certain easements and related rights on, over, above, under, through and across certain real property located in Madison County, Iowa, as more particularly described in Exhibit A-1 attached hereto (the "**Original Property**").

WHEREAS, the parties have entered into that certain First Amendment to Windpark Easement Agreement dated as of the date hereof (the "**First Amendment**") to modify certain provisions of the Windpark Agreement as more particularly set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and MidAmerican hereby agree as follows:

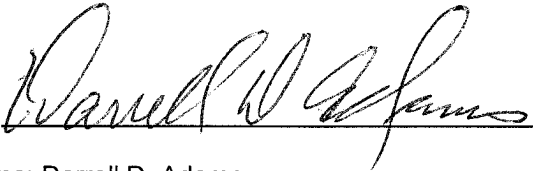
1. Amendments. Owner and MidAmerican hereby acknowledge and agree that the Windpark Agreement has been amended as of the date hereof by the First Amendment as more particularly set forth therein. All of the terms, conditions, provisions and covenants of the First Amendment are hereby incorporated into this Memorandum of First Amendment by reference as though fully set forth herein.
2. Memorandum. The Memorandum is hereby amended as follows:

Exhibit A attached to the Memorandum, which describes the Property, is hereby deleted in its entirety and replaced with Exhibit A-2 attached hereto and incorporated herein by this reference.
3. Interpretation. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Windpark Agreement, as amended by the First Amendment (the "**Amended Windpark Agreement**"). This Memorandum of First Amendment is not intended and may not be construed to modify or alter in any way the terms and conditions of the Amended Windpark Agreement. In the event of a conflict or inconsistency between the provisions of this Memorandum of First Amendment and the terms and conditions of the Amended Windpark Agreement, the Amended Windpark Agreement shall control for all purposes.
4. Effect of Amendment and Memorandum. Except as explicitly amended by the First Amendment, the Windpark Agreement and Memorandum and all riders and exhibits thereto are ratified and confirmed in each and every respect, and the Windpark Agreement and Memorandum, as amended, continue to be in full force and effect.

5. Counterparts. This Memorandum of First Amendment may be executed in counterpart copies by one or more parties, each of which shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument.

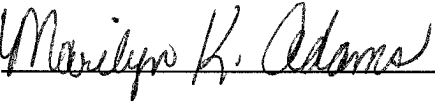
IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment as of the date first above written.

"OWNER"

By: 

Name: Darrell D. Adams

"OWNER"

By: 

Name: Marilyn K. Adams

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

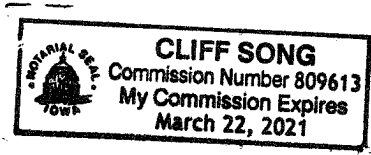
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on 04/30, 2018, by Darrell D. Adams and Marilyn K. Adams, husband and wife.

Cliff Song
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on May 16, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

Angela M. Sheeley-Gurwell
Notary Public in and for said State

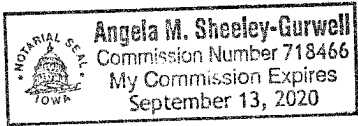


Exhibit A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

Parcel 1:

Parcel "A" in the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa more particularly described as follows: Commencing at the Northeast Corner of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence South 00°00'00" East 71.28 feet along the East line of the Northeast Quarter (NE1/4) of said Section 15 to the Point of Beginning, thence continuing South 00°00'00" East 640.47 feet along said East line, thence South 86°07'32" West 215.37 feet, thence North 74°26'28" West 92.16 feet, thence South 84°18'31" West 354.90 feet, thence South 23°23'20" West 218.41 feet, thence South 26°21'51" West 384.34 feet, thence North 87°52'24" West 398.12 feet along the line of an existing fence, thence South 00°13'30" West 724.96 feet along the line of an existing fence, thence South 89°25'42" West 1307.40 feet along an existing fence to a Point on the West line of the Northeast Quarter (NE1/4) of said Section 15, thence North 00°00'11" East 2019.72 feet along said West line to the North Quarter Corner of said Section 15, thence South 89°40'28" East 2558.04 feet along the North line of the Northeast Quarter (NE1/4) of said Section 15 which is the centerline of County road, thence South 07°10'50" East 68.49 feet, thence South 86°12'25" East 55.67 feet to the Point of Beginning containing 90.658 acres including 2.415 acres of county road right of way,

AND

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Three (3), except the North 544 feet thereof and the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Ten (10), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

A parcel of land described on the East 268.0 feet of the North 659.8 feet of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Nine (9) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 4.0594 acres including 0.9421 acres of County Road Right-of-Way

Parcel 2:

The South One-half (S1/2) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Ten (10) all in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND

The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and the South Half (S1/2) of the Southwest Quarter (SW1/4) and the South Half (S1/2) of the Northeast Quarter (NE1/4) and a tract commencing at the Northwest corner of the Southeast Quarter (SE1/4) of Section Sixteen (16) in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, running thence East 60 feet, thence Southwest on a straight line to a point 60 feet South of the place of beginning, thence North to the place of beginning, containing approximately 200 acres, more or less, all in Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Exhibit A-2

AMENDED DESCRIPTION OF THE PROPERTY

Parcel 1:

Tract 1: Parcel "A" of the Plat of Survey filed in the Office of the Recorder of Madison County, Iowa on September 10, 1997, and recorded in Book 3 Page 129, being a part of the NE1/4 of Section 15, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Tract 2: The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE1/4) of Section 3, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa (except the North 544 feet thereof).

Tract 3: The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 10, all in Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Parcel 2:

Tract 4: The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), and the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 16, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Tract 5: The South Half (S1/2) of the Northeast Quarter (NE1/4), including Parcel "A" as shown in Plat of Survey filed in Book 2006, Page 426 on January 30, 2006 in the Office of the Recorder of Madison County, Iowa, and a tract described as commencing at the Northwest corner of the Southeast Quarter (SE1/4) of Section 16, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, running thence East 60 feet, thence Southwest on a straight line to a point 60 feet South of the place of beginning, thence North to the place of beginning; all in Section 16, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Tract 6: The South One-half (S1/2) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 10, all in Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.