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Fee Amount: \$32.00
Revenue Tax:
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: John D. Wells a/k/a John David Wells and Kimberly K. Haus-Wells, 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 14th day of May, 2018 by and between John D. Wells a/k/a John David Wells and Kimberly K. Haus-Wells, 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 May 23, 2017 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on July 18, 2017 in Book 2017, Page 2198 (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:

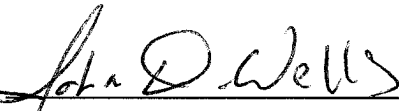
1. Amendments. Owner and MidAmerican hereby acknowledge and agree that the Windpark Agreement has been amended as of the date hereof by the First Amendment as more particularly set forth therein. All of the terms, conditions, provisions and covenants of the First Amendment are hereby incorporated into 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.

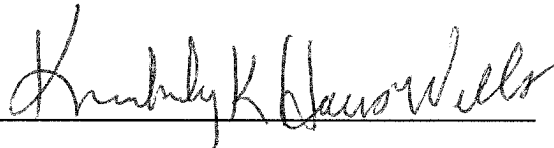
5. Counterparts. This Memorandum of First Amendment may be executed in counterpart copies by one or more parties, each of which shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument.

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

"OWNER"

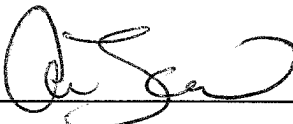
By: 
Name: John D. Wells a/k/a John David Wells

"OWNER"

By: 
Name: Kimberly K. Haus-Wells

"MIDAMERICAN"


MIDAMERICAN ENERGY COMPANY

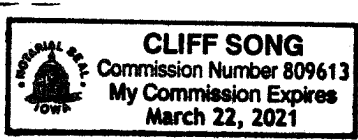
By: 
Name: Adam Jablonski
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on 05/14, 2018, by John D. Wells a/k/a John David Wells and Kimberly K. Haus-Wells, his wife.

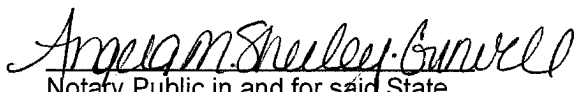

Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on May 31, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.


Notary Public in and for said State

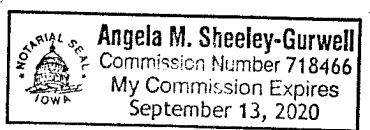


Exhibit A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

Parcel A, Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa,

AND

The West 120 acres of the Southeast Quarter (SE1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section Five (5), containing 8.985 acres as shown in the Plat of Survey filed in Book 2001, Page 2644 on June 25, 2001, in the Office of the Recorder of Madison County, Iowa, AND EXCEPTING THEREFROM the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section Five (5).

Exhibit A-2

AMENDED DESCRIPTION OF THE PROPERTY

Parcel "A" of the SW 1/4 of the SE 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, as recorded in Book 2001 Page 2644 on June 25, 2001 in the office of the Madison County Recorder,

AND

The West 120 acres of the SE 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa EXCEPT Parcel "A" of the SW 1/4 of the SE 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, as recorded in Book 2001 Page 2644 on June 25, 2001 in the office of the Madison County Recorder AND EXCEPTING the NW 1/4 of the SE 1/4 of said Section 5.