

**BK: 2018 PG: 2257**  
**Recorded: 7/16/2018 at 9:30:57.0 AM**  
**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:** Joan I. Blohm and William D. Blohm, as Trustees of The Joan I. Blohm Revocable Trust  
Created by Agreement Dated October 16, 1996

**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 07 day of JUNE, 2018 by and between Joan I. Blohm and William D. Blohm, as Trustees of The Joan I. Blohm Revocable Trust Created by Agreement Dated October 16, 1996 ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

RECITALS

WHEREAS, Owner and MidAmerican entered into that certain Windpark Easement Agreement dated as of June 1, 2016 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Adair County, Iowa ("**Official Records**") on September 12, 2016, in Book 741, Page 36 and was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on November 3, 2016, in Book 2016, Page 3312 (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 Adair and 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"

**THE JOAN I. BLOHM REVOCABLE TRUST CREATED BY AGREEMENT DATED OCTOBER 16, 1996**

By: Joan I. Blohm

Name: Joan I. Blohm, Trustee

By: William D. Blohm

Name: William D. Blohm, Trustee

"MIDAMERICAN"

**MIDAMERICAN ENERGY COMPANY**

By: Adam Jablonski

Name: Adam Jablonski

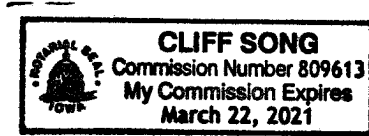
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Carroll, ss:

This record was acknowledged before me on 06/07, 2018, by Joan I. Blohm and William D. Blohm, as Trustees of The Joan I. Blohm Revocable Trust Created by Agreement Dated October 16, 1996.

Cliff Song  
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on July 12, 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

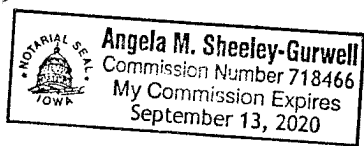


Exhibit A-1

**DESCRIPTION OF THE ORIGINAL PROPERTY**

The South Half of the Southeast Quarter ( $S\frac{1}{2} SE\frac{1}{4}$ ) of Section Eleven (11), Township Seventy-seven (77) North, Range Thirty (30) West of the 5<sup>th</sup> P.M., Adair County, Iowa, AND

The South Half of the Southwest Quarter ( $S\frac{1}{2} SW\frac{1}{4}$ ) of Section Seven (7), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

Exhibit A-2

**AMENDED DESCRIPTION OF THE PROPERTY**

The South Half of the Southeast Quarter (S $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section Eleven (11), Township Seventy-seven (77) North, Range Thirty (30) West of the 5<sup>th</sup> P.M., Adair County, Iowa, EXCEPT Parcel "A" in that certain Plat of Survey recorded in Book 418, Page 332 thereof in the office of the Adair County Recorder and located in the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 11, AND

The South Half of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Seven (7), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.