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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: Morris D. Smith, as Trustee of the Morris D. Smith Revocable Trust dated September 14, 2010

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 27 day of April, 2018 by and between Morris D. Smith, as Trustee of the Morris D. Smith Revocable Trust dated September 14, 2010 ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

RECITALS

WHEREAS, Owner and MidAmerican entered into that certain Windpark Easement Agreement dated as of December 28, 2017 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on January 22, 2018 in Book 2018, Page 227 (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:

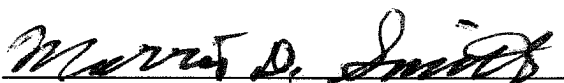
Exhibit A attached to the Memorandum, which describes the Property, is hereby deleted in its entirety and replaced with Exhibit A-2 attached hereto and incorporated herein by this reference.
3. Interpretation. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed 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"

MORRIS D. SMITH REVOCABLE TRUST DATED SEPTEMBER 14, 2010

By: 

Name: Morris D. Smith

Title: Trustee

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

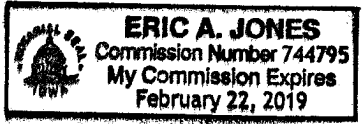
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on April 27, 2018, by Morris D. Smith as Trustee of the Morris D. Smith Revocable Trust dated September 14, 2010.

Eric A. Jones
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on June 25, 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

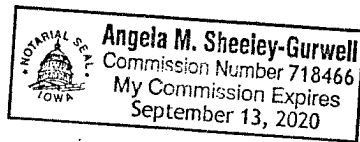


Exhibit A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

The Southwest Quarter (SW1/4) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT the South 539 feet of the West 110 feet thereof, AND EXCEPT the tract legally described as follows: Parcel "B" in the Southwest Quarter of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa more particularly described as follows: Commencing at the Southwest Corner of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa thence South 89°06'32" West 110.00 feet along the South line of the Southwest Quarter (SW1/4) of said Section Fifteen (15) to the Point of Beginning; thence North 00°44'10" East 538.97 feet; thence South 89°41'53" East 508.17 feet; thence South 00°10'55" West 224.01 feet; thence North 89°37'52" East 916.00 feet; thence South 13°58'48" West 349.42 feet to a point on the South line of said Southwest Quarter; thence North 89°06'32" West 1346.10 feet to the Point of Beginning containing 12.97 acres including 1.14 acres of County Road right-of-way.

Exhibit A-2

AMENDED DESCRIPTION OF THE PROPERTY

The Southwest Quarter (1/4) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract described as follows: Commencing at the Southwest corner of said Southwest Quarter (1/4), and running thence East 110 feet, thence North 539 feet, thence West 110 feet, thence South 539 feet to the place of beginning, AND EXCEPT Parcel "B" thereof, containing 12.97 acres, as shown in Plat of Survey filed in Book 2006, Page 5235 on December 19, 2006, in the Office of the Recorder of Madison County, Iowa.