

**BK: 2018 PG: 2676**  
**Recorded: 8/17/2018 at 9:04:30.0 AM**  
**Fee Amount: \$32.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**MEMORANDUM OF SECOND 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:** Jerry L. Carter, a single person

**Grantee:** MidAmerican Energy Company

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

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

THIS MEMORANDUM OF SECOND AMENDMENT TO WINDPARK EASEMENT AGREEMENT (this "**Memorandum of Second Amendment**") is made and entered into as of this 1st day of August, 2018 by and between Jerry L. Carter, a single person ("**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 28, 2017, as amended by a First Amendment to Windpark Easement Agreement dated as of February 13, 2018 (collectively, the "**Windpark Agreement**"), with a Memorandum of Windpark Easement Agreement having been recorded in the Official Records of Adair County, Iowa ("**Official Records**") on September 11, 2017 in Book 760, Page 1, and a Memorandum of First Amendment to Windpark Easement Agreement having been recorded in the Official Records of Adair County, Iowa on March 8, 2018 as Instrument Number 2018-0297, and also recorded in the Official Records of Madison County, Iowa on March 8, 2018 in Book 2018, Page 748 (collectively, 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 Second Amendment to Windpark Easement Agreement dated as of the date hereof (the "**Second 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:

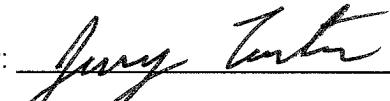
1. Amendments. Owner and MidAmerican hereby acknowledge and agree that the Windpark Agreement has been amended as of the date hereof by the Second Amendment as more particularly set forth therein. All of the terms, conditions, provisions and covenants of the Second Amendment are hereby incorporated into this Memorandum of Second Amendment by reference as though fully set forth herein.
2. Memorandum. The Memorandum is hereby amended as follows:
  - Exhibit A-2 attached to the Memorandum of First Amendment to Windpark Easement Agreement, 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 Second Amendment (the "**Amended Windpark Agreement**"). This Memorandum of Second 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 Second 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 Second 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 Second 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 Second Amendment as of the date first above written.

"OWNER"

By:  \_\_\_\_\_  
Name: Jerry L. Carter

"MIDAMERICAN"

**MIDAMERICAN ENERGY COMPANY**

By:  \_\_\_\_\_

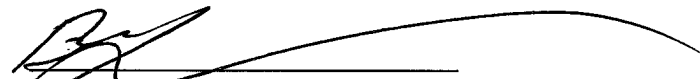
Name: Adam Jablonski

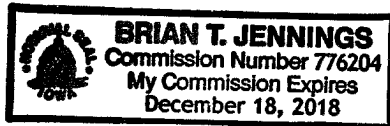
Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Adair, ss:

This record was acknowledged before me on August 1, 2018, by Jerry L. Carter, a single person.

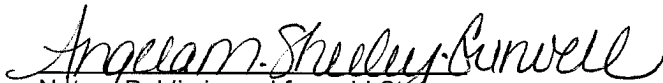
  
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on August 14, 2018, by Adam Jablonski as the Project Manager, Renewable Energy of MidAmerican Energy Company.

  
Notary Public in and for said State

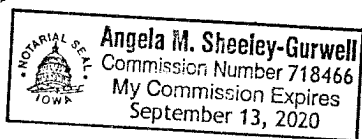


Exhibit A-1

**DESCRIPTION OF THE ORIGINAL PROPERTY**

The East One-half of the Northwest Quarter (E1/2 NW1/4) and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) and the East One-half of the Northwest Quarter of the Northwest Quarter (E1/2 NW1/4 NW1/4) of Section 26, Township 77 North, Range 30 West of the 5th P.M., Adair County, Iowa.

AND

The East Half (E1/2) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT a parcel commencing at the East Quarter Corner of said Section 22, thence N. 00°00' along the Section line 2,624.30 feet to the Northeast Corner of said Section 22, thence N. 89°12' W. 330.28 feet along the North line of the Northeast Quarter (NE1/4) of said Section 22, thence S. 00°00' 1,528.66 feet, thence S. 90°00' W. 29.72 feet, thence S. 00°00' 150.00 feet, thence S. 90°00' E. 29.72 feet, thence S. 00°00' 947.42 feet to the South line of the Northeast Quarter (NE1/4) of said Section 22, thence S. 89°30' E. 330.26 feet to the point of beginning. Said excepted parcel contains 20.0052 acres, including 2.2952 acres of public road right-of-way and is situated in the East Half of the Northeast Quarter (E1/2 NE1/4) of said Section 22.

Exhibit A-2

**AMENDED DESCRIPTION OF THE PROPERTY**

Tract 1: The East One-half of the Northwest Quarter (E1/2 NW1/4) and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) and the East one-half of the Northwest Quarter of the Northwest Quarter (E1/2 NW1/4 NW1/4) of Section 26, Township 77 North, Range 30 West of the 5th P.M., Adair County, Iowa.

Tract 2: The East Half (1/2) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT the following-described tracts of land, to-wit: Parcel "B" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-two (22), containing 3.448 acres, as shown in Plat of Survey filed in Book 3, Page 195 on March 19, 1998, in the Office of the Recorder of Madison County, Iowa; Parcel "C" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-two (22), containing 5.010 acres, as shown in Plat of Survey filed in Book 3, Page 195 on March 19, 1998, in the Office of the recorder of Madison County; Parcel "D" located in the East Half (1/2) of the Northeast Quarter (1/4) of said Section Twenty-two (22), containing 11.626 acres, as shown in Plat of Survey filed in Book 3, Page 194 on March 19, 1998, in the Office of the recorder of Madison County.