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Pages 6
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Combined Fee: \$35.60
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

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

Recorder's Cover Sheet

Preparer Information:

Jamie Baker
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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: Joni J. Hopkins f/k/a Joni J. Reed, as Trustee, of the Robert and Helen Hester Revocable Trust,
Dated January 9, 1997

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 30 day of November, 2018 by and between Joni J. Hopkins f/k/a Joni J. Reed, as Trustee, of the Robert and Helen Hester Revocable Trust, Dated January 9, 1997 ("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 20, 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 232 (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:

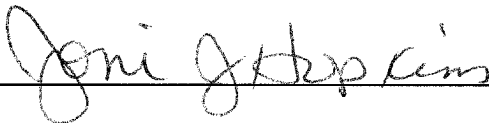
Exhibit A attached to the Memorandum, which describes the Property, is hereby deleted in its entirety and replaced with Exhibit A-2 attached hereto and incorporated herein by this reference.
3. Interpretation. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed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

ROBERT AND HELEN HESTER REVOCABLE TRUST, DATED JANUARY 9, 1997

By: 

Name: Joni J. Hopkins f/k/a Joni J. Reed

Title: Trustee

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

Title: Director, Renewable Energy

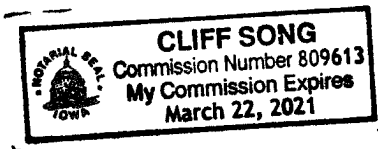
ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on November 30, 2018, by Joni J. Hopkins f/k/a Joni J. Reed, as Trustee, of the Robert and Helen Hester Revocable Trust, Dated January 9, 1997.

Cliff Song

Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on December 6, 2018, by Adam Jablonski as the Director, Renewable Energy of MidAmerican Energy Company.

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

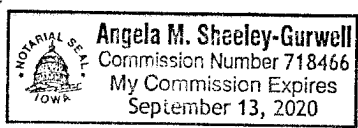


Exhibit A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

The West One-half of the Northwest Quarter (W1/2 NW1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT that part of the Northwest Quarter (NW1/4) of said Section Thirty-four (34) described as: Beginning at the Northwest corner of said Section Thirty-four (34); thence on an assumed bearing of South 89° 46' 00" East 394.58 feet along the North line of the Northwest Quarter (NW1/4) of Section Thirty-four (34); thence South 00° 00' 00" East 501.81 feet; thence North 90° 00' 00" West 394.58 feet to the West line of said Northwest Quarter (NW1/4); thence North 00° 00' 00" East along said West line 503.42 feet to the Northwest corner of said Section Thirty-four (34) and the point of beginning, containing 4.55 acres.

AND

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Exhibit A-2

AMENDED DESCRIPTION OF THE PROPERTY

Tract 1: The West Half (1/2) of the Northwest Quarter (1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Thirty-four (34), containing 4.55 acres, as shown in Plat of Survey filed in Book 2, Page 485 on July 18, 1994 in the Office of the Recorder of Madison County, Iowa.

Tract 2: The Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.