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Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.60
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
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: Linda J. Christensen, Trustee of the Linda J. Christensen Revocable Trust under Agreement dated November 16, 2007

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 10 day of December, 2018, by and between Linda J. Christensen, Trustee of the Linda J. Christensen Revocable Trust under Agreement dated November 16, 2007 ("Owner"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

RECITALS

WHEREAS, Owner and MidAmerican entered into that certain Windpark Easement Agreement dated as of January 10, 2018 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on February 8, 2018 in Book 2018, Page 429 (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"

LINDA J. CHRISTENSEN REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 16, 2007


By: 

Name: Linda J. Christensen

Title: Trustee

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

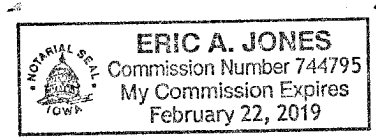
Title: Director, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Dallas, ss:

This record was acknowledged before me on December 10, 2018, by Linda J. Christensen, as Trustee of the Linda J. Christensen Revocable Trust under Agreement dated November 16, 2007.

Eric A. Jones
Notary Public in and for said State

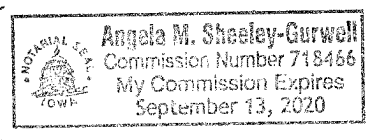


ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on December 13, 2018, by Adam Jablonski as the Director, Renewable Energy of MidAmerican Energy Company.

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



DESCRIPTION OF THE ORIGINAL PROPERTY

Parcel "B" in the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa more particularly described as follows: Beginning at the Southeast Corner of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence North 90°00'00" West 992.69 feet along the South line of the Southeast Quarter (SE1/4) of said Section Thirty-one (31); thence North 00°07'25" West 371.30 feet; thence North 83°16'22" West 49.15 feet; thence North 05°21'55" West 209.50 feet; thence North 44°15'30" West 255.01 feet; thence South 74°31'52" West 122.69 feet; thence South 13°01'11" West 178.93 feet; thence South 85°00'07" West 596.16 feet; thence South 02°31'01" East 182.42 feet to a point on the North line of existing Parcel "A", thence South 55°14'07" West 145.70 feet along a line of Parcel "A", thence North 70°26'46" West 102.79 feet along a line of Parcel "A", thence North 34°42'13" West 110.18 feet along a line of Parcel "A", thence North 53°49'23" West 61.61 feet along a line of Parcel "A", thence South 22°36'47" West 180.41 feet along a line of Parcel "A", thence South 34°18'25" West 168.95 feet along a line of Parcel "A", thence South 23°59'30" West 108.60 feet along a line of Parcel "A", thence to a Point on the South line of said Southeast Quarter (SE1/4); thence North 90°00'00" West 74.82 feet to the South Quarter Corner of said Section Thirty-one (31); thence North 01°10'08" West 1312.77 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section Thirty-one (31); thence North 89°51'58" East 1306.53 feet to the Northwest Corner of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Thirty-one (31); 1315.69 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of said Section Thirty-one (31); thence North 89°44'03" East 1314.89 feet to the East Quarter Corner of said Section Thirty-one (31); thence South 00°27'41" West 2637.28 feet along the East line of the Southeast Quarter (SE1/4) of said Section Thirty-one (31) to the Point of Beginning containing 101.832 acres including 3.570 acres of County Road right-of-way.

Exhibit A-2

AMENDED DESCRIPTION OF THE PROPERTY

Parcel "B" located in the Southeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 101.832 acres including 3.570 acres of County Road right-of-way, as shown in Plat of Survey filed in Book 2003, Page 7540 on December 30, 2003, in the Office of the Recorder of Madison County, Iowa.