

BK: 2018 PG: 2646
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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: Brian C. Kading a/k/a Brian Kading and Linda K. Kading, his wife

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 30th day of July, 2018 by and between Brian C. Kading a/k/a Brian Kading and Linda K. Kading, his wife ("**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 16, 2017 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Adair County, Iowa ("**Official Records**") on August 3, 2017, in Book 757, Page 183 AND was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on August 3, 2017 in Book 2017, Page 2395. (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:

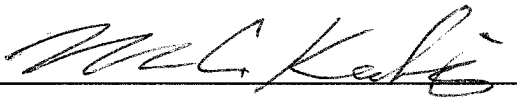
1. Amendments. Owner and MidAmerican hereby acknowledge and agree that the Windpark Agreement has been amended as of the date hereof by the First Amendment as more particularly set forth therein. All of the terms, conditions, provisions and covenants of the First Amendment are hereby incorporated into 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.

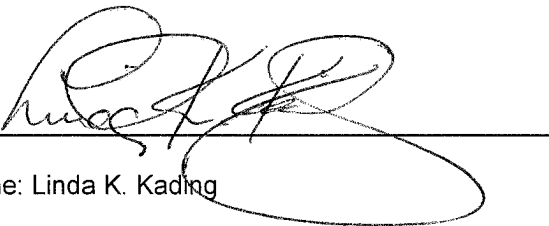
IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment as of the date first above written.

"OWNER"

By: 

Name: Brian C. Kading a/k/a Brian Kading

"OWNER"

By: 

Name: Linda K. Kading

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

Title: Project Manager, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Ringgold, ss:

This record was acknowledged before me on 07/30, 2018, by Brian C. Kading a/k/a Brian Kading and Linda K. Kading, his wife.

Cliff Song

Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on August 9, 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

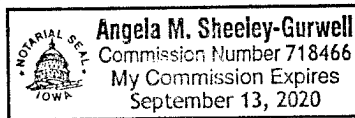


Exhibit A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

The North Half of a tract described as follows: The Southwest Fractional Quarter (except the North 40 acres and except the East 23 acres of the S.103.1 acres thereof) in Sect. 30, Twp. 77 North, Range 29 West of the 5th P.M. (except public roads) - also described as the West 80.14 acres of the South 103.14 acres of the Southwest Fractional Quarter of Sect. 30, Twp. 77 North, Range 29 West of the 5th P.M., Madison County, IA., (except public roads). The South 33 feet of the overall tract is excluded from consideration in the above description since it is a public road,

AND

The East Three-fourths (E3/4) of the Northeast Quarter (NE1/4) of Section Twenty (20), Township Seventy-seven (77) North, Range Thirty (30) West of the 5th P.M., EXCEPT the North 445 feet of the East Half of the West Half of the Northeast Quarter (E1/2 W1/2 NE1/4) and EXCEPT Easement for road purposes, Adair County, Iowa.

AMENDED DESCRIPTION OF THE PROPERTY

The North Half of a tract described as follows: The Southwest Fractional Quarter (except the North 40 acres and except the East 23 acres of the South 103.14 acres thereof) in Section 30, Township 77 North, Range 29 West of the 5th P.M. (except public roads) - also described as the West 80.14 acres of the South 103.14 acres of the Southwest Fractional Quarter of Section 30, Township 77 North, Range 29 West of the 5th P.M., Madison County, IA., (except public roads). The South 33 feet of the overall tract is excluded from consideration in the above description since it is a public road,

AND

The East Three-fourths (E3/4) of the Northeast Quarter (NE1/4) of Section Twenty (20), Township Seventy-seven (77) North, Range Thirty (30) West of the 5th P.M., EXCEPT the North 445 feet of the East Half of the West Half of the Northeast Quarter (E1/2 W1/2 NE1/4) and EXCEPT Easement for road purposes, Adair County, Iowa.