

BK: 2018 PG: 4198
Recorded: 12/26/2018 at 8:15:25.0 AM
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: Eugene R. Schafer and Vicky R. Schafer, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common

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 19 day of December, 2019 by and between Eugene R. Schafer and Vicky R. Schafer, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common ("**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 28, 2017 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on August 9, 2017 in Book 2017, Page 2459 (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"

By: 

Name: Eugene R. Schafer


"OWNER"

By: 

Name: Vicky R. Schafer

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: 

Name: Adam Jablonski

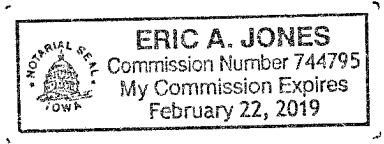
Title: Director, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on 12/18, 2018, by Eugene R. Schafer and Vicky R. Schafer, husband and wife.

Eric A. Jones
Notary Public in and for said State

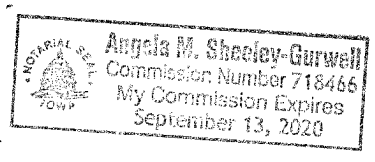


ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on December 20, 2018, by Adam Jablonski as the Director, Renewable Energy of MidAmerican Energy Company.

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



DESCRIPTION OF THE ORIGINAL PROPERTY

An irregular shaped tract of land that is located in the Northeast Fractional Quarter (NEFr1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described in the Warranty Deed dated September 20, 1988, filed of record with the Madison County Recorder on November 15, 1988 in Book 125, Page 44, containing 19.392 acres more or less including 0.482 acres for public road easement,

AND

A parcel of land that is located in the Northeast Fractional Quarter (NEFr1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described in the Warranty Deed dated February 26, 2007, filed of record with the Madison County Recorder on February 28, 2007 in Book 2007, Page 828, containing 13.217 acres including 0.311 acres of county road right of way,

EXCEPT

Parcel "B" in the Northeast Fractional Quarter of the Northeast Quarter (NEFr1/4 NE1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.00 acres including 0.311 acres of County Road right-of-way, as shown by Plat of Survey recorded in Book 2007, Page 1889, in the Office of the Recorder of Madison County, Iowa.

Exhibit A-2

AMENDED DESCRIPTION OF THE PROPERTY

Tract 1: An irregular shaped tract of land that is located in the NE Fractional 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the NE corner of the NE Fractional 1/4 of said Section 5, thence S0°00'E along the East line thereof, 637.00 feet, thence S89°50'46"W, 1197.67 feet, thence N55°18'15"W 365.74 feet to a point that is on the Southerly right-of-way line of Interstate Highway No. 80 as it is presently established, thence N43°52'38"E, along the Southerly right-of-way line of said Interstate Highway No. 80, 620.91 feet to a point that is on the North line of said NE Fractional 1/4, thence S89°10'00"E along said North line, 1088.12 feet to the Point of Beginning.

Tract 2: Parcel "A" of the Plat of Survey filed in the Office of the Recorder of Madison County, Iowa on April 21, 1989, and recorded in Book 2 Page 147, being a part of NE Fractional 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; EXCEPTING THEREFROM Parcel "B" of the Plat of Survey filed in the Office of the Recorder of Madison County, Iowa on May 4, 2007, and recorded in Book 2007 Page 1889.