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Pages 7
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Iowa E-Filing Fee: \$3.69
Combined Fee: \$40.69
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

MEMORANDUM OF FIRST AMENDMENT TO
WINDPARK EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

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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: Mary Louise Hatfield and Dale Hatfield, her husband, (1/2 Interest) and Robert Lenocker and Melody Lenocker, his wife (1/2 Interest)

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 21 day of May, 2019 by and between Mary Louise Hatfield and Dale Hatfield, her husband, (1/2 Interest) and Robert Lenocker and Melody Lenocker, his wife (1/2 Interest) ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

RECITALS

WHEREAS, Owner and MidAmerican entered into that certain Windpark Easement Agreement dated as of February 27, 2018 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Madison County, Iowa ("**Official Records**") on March 28, 2018 in Book 2018, Page 939 (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: Mary Louise Hatfield

Name: Mary Louise Hatfield

Title:

"OWNER"

By: Dale Hatfield

Name: Dale Hatfield

Title:

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: Adam Jablonski

Name: Adam Jablonski

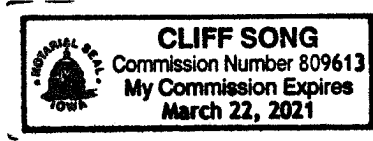
Title: Director, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on 12/13, 2018, by Mary Louise Hatfield and Dale Hatfield, her husband.

Cliff Song
Notary Public in and for said State

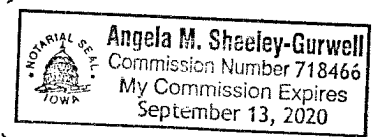


ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on May 28, 2019, by Adam Jablonski as the Director, Renewable Energy of MidAmerican Energy Company.

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



"OWNER"

By: Robert Lenocker

Name: Robert Lenocker

Title:

"OWNER"

By: Melody Lenocker

Name: Melody Lenocker

Title:

STATE OF Colorado, COUNTY OF Jefferson, ss:

This record was acknowledged before me on May 1st, 2019, by Robert Lenocker and Melody Lenocker, his wife.

[Signature]
Notary Public in and for said State

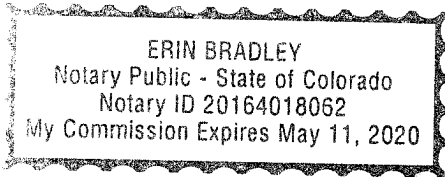


Exhibit A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

The Southwest Quarter (SW1/4) of Section Thirty-three (33), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

EXCEPT

Parcel "B" located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 20.00 acres, as shown in Plat of Survey filed in Book 2007, Page 252 on January 19, 2007, in Office of the Recorder of Madison County, Iowa,

AND EXCEPT

Parcel "A" located in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the South Quarter corner of Section 33, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence South 90°00'00" West, 1646.51 feet along the South line of the Southwest Quarter (SW1/4) of said Section 33 to the Point of Beginning; thence South 90°00'00" West, 321.72 feet along the South line of the Southwest Quarter (SW1/4) of said Section 33; thence North 0°02'15" East, 407.00 feet along the projection of an existing fenceline; thence North 90°00'00" East, 324.92 feet to a point in an existing fenceline; thence South 0°29'19" West, 407.01 feet along a projection of an existing fenceline to the Point of Beginning. Said Parcel contains 3.021 acres, including 0.244 acres of County Road right-of-way.

AMENDED DESCRIPTION OF THE PROPERTY

The Southwest Quarter (1/4) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; EXCEPT Parcel "A" located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirty-three (33), containing 3.021 acres, as shown in Plat of Survey filed in Book 3, Page 607 on July 10, 2000, in the Office of the Recorder of Madison County, Iowa; AND EXCEPT Parcel "B" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirty-three (33), containing 20.00 acres, as shown in Plat of Survey filed in Book 2007, Page 252 on January 19, 2007, in the Office of the Recorder of Madison County, Iowa.