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Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

**MEMORANDUM OF FIRST AMENDMENT TO
WINDPARK EASEMENT AGREEMENT (AH135A)**

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: Michael H. Frey and Penny L. Frey

Grantee: MidAmerican Energy Company

Legal Description: See Exhibit A

**MEMORANDUM OF FIRST AMENDMENT TO
WINDPARK EASEMENT AGREEMENT (AH135A)**

THIS MEMORANDUM OF FIRST AMENDMENT TO WINDPARK EASEMENT AGREEMENT (AH135A) (this "**Memorandum of First Amendment**") is made and entered into as of this 10 day of January, 2019 by and between Michael H. Frey and Penny L. Frey, husband and wife ("**Owner**"), and MidAmerican Energy Company, an Iowa corporation ("**MidAmerican**").

RECITALS

WHEREAS, Mary Louise Frey, a single person (1/2 Interest); Mary Louise Frey (Life Estate), Michael H. Frey and Penny L. Frey, his wife, and Linda M. Smith and Jim R. Smith, her husband, (Remaindermen) (1/2 Interest) (collectively, "**Original Grantor**") and MidAmerican entered into that certain Windpark Easement Agreement dated as of January 24, 2018 (the "**Windpark Agreement**"), a Memorandum of which was recorded in the Official Records of Adair County, Iowa ("**Official Records**") on February 27, 2018 in Book 2018, Page 618 (the "**Memorandum**").

WHEREAS, pursuant to the Windpark Agreement, Original Grantor granted to MidAmerican certain easements and related rights on, over, above, under, through and across certain real property located in Adair County, Iowa, as more particularly described in Exhibit A attached hereto (the "**Property**"), as well as additional land as described on Exhibit A to the Memorandum.

WHEREAS, Owner is now the owner of the Property, and the parties have entered into that certain First Amendment to Windpark Easement Agreement (AH135A) dated as of the date hereof (the "**First Amendment**") to modify certain provisions of the Windpark Agreement solely with respect to the Property 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 solely with respect to the Property 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 solely with respect to the Property as follows:
 - a. The definition of "Owner" is hereby amended by striking all language in said definition and replacing the same with the following:

Michael H. Frey and Penny L. Frey, husband and wife.
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: Michael H. Frey
Name: Michael H. Frey

"OWNER"

By: Penny L. Frey
Name: Penny L. Frey

"MIDAMERICAN"

MIDAMERICAN ENERGY COMPANY

By: Adam Jablonski
Name: Adam Jablonski

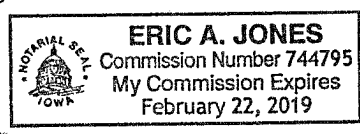
Title: Director, Renewable Energy

ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on 1-18, 2019, by Michael H. Frey and Penny L. Frey, 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 January 17, 2019, by Adam Jablonski as the Director, Renewable Energy of MidAmerican Energy Company.

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

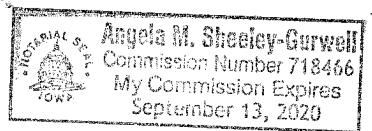


Exhibit A

DESCRIPTION OF THE PROPERTY

The East Half (E1/2) of the Southeast Quarter (SE1/4) of Section 24, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, except Parcel "A" of the Plat of Survey filed in the Office of the Recorder, Madison County, Iowa on October 8, 1999, and recorded in Book 3 Page 496.