

BK: 2019 PG: 3171
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Pages 5
County Recording Fee: \$34.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$37.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

This Instrument was prepared by & after recording returned to: SBA Networks Svcs., LLC, Attn: Tatiana Hosken, 8051 Congress Avenue Boca Raton, FL 33487 Phone: (561) 322-7802

NON DISTURBANCE AGREEMENT

THIS NON DISTURBANCE AGREEMENT (“Agreement”), dated as of September 30, 2019 by and between MidAmerican Energy Company, an Iowa corporation, having an office at P.O. Box 657, Des Moines, IA 50303 (“Company”) and SBA Towers X, LLC, a Delaware limited liability company, having its principal office and place of business located at 8051 Congress Avenue, Boca Raton, FL 33487 (“SBA”).

PRELIMINARY STATEMENT:

WHEREAS, On November 11, 2017, David M. Robinson a/k/a David Mark Robinson and Regina I. Robinson, husband and wife, predecessor in interest to Robinson Land & Cattle Company (“Owner”) and Company entered into that certain Windpark Easement Agreement (“Windpark Easement”), as evidenced by that certain Memorandum of Windpark Easement, recorded on December 6, 2017, in Deed Book 2017, Page 3833, of the County Recorder of Madison County, Iowa, encumbering that certain real property described in Exhibit “A” (the “Property”); and

WHEREAS, SBA Towers X, LLC, a Delaware limited liability company and Owner entered into that certain Site Lease with Option, dated February 1, 2005, originally by and between Grantor and Iowa Wireless Services, LLC, d/b/a i wireless, as evidenced by that certain Memorandum of Lease, dated February 1, 2005, and recorded on August 16, 2005, in Book 2005, Page 3933, and ultimately assigned to SBA pursuant to that certain Assignment and Assumption of Ground Lease, dated August 23, 2018, and recorded September 6, 2018, in Book 2018, Page 2882; both recordings of the County Recorder of Madison County, Iowa, as amended and assigned from time to time (collectively, the “Lease”);

WHEREAS, Owner desires to assign its rights under the Lease and grant SBA a perpetual easement pursuant to that certain easement agreement dated September 30, 2019 (the “Easement”) over a portion of the property; and

WHEREAS, SBA desires Company to acknowledge SBA’s rights to and right of possession under the Easement.

29254800
Arbor Hill – AH457

Site ID: IA22685-A/ Highway 92-181

NOW, THERFORE, for and in consideration of the mutual benefits accruing to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Company and SBA agree as follows:

- A. SBA acknowledges Company's rights under the Windpark Easement. Company agrees that in no event will it or its agents, contractors or employees disturb SBA's possession under the Easement or its access or other rights thereunder, even in the event of default by Owner under the Windpark Easement or SBA under the Easement.
- B. Nothing in this Agreement shall serve to limit Company's ability to exercise its current or future rights under the Windpark Easement so long as Company's actions in furtherance thereof do not impair or diminish the access and/or utility rights acknowledged herein, nor impair or diminish the structural integrity of SBA's tower or communications facilities or any of that of its subtenants.
- C. The term of this Agreement shall run concurrent with the Windpark Easement and the Easement and terminate upon termination or expiration of the Easement.
- D. Miscellaneous.

(a) This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of SBA, all obligations and liabilities of SBA under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom its interest is assigned or transferred.

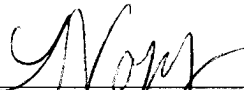
(b) This Agreement is the whole and only agreement between the parties hereto with regard to the subject matter hereof. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.


(c) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.


(e) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the addresses listed above or to such other address as such party may from time to time designate in writing to the other party. Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

SBA Towers X, LLC, a Delaware limited liability company


Print Name: Taylor Vagellony

By: 
Thomas P. Hunt
Executive Vice President & General Counsel


Print Name: Taranah Hoshur

STATE OF FLORIDA

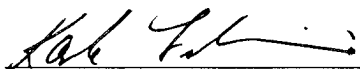
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30 day of September, 2019 by Thomas P. Hunt, the Executive Vice President and General Counsel of SBA Towers X, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



Kaela Feliciano
Commission # GG023862
Expires: August 23, 2020
Bonded thru Aaron Notary

(NOTARY SEAL)


Notary Public
Print Name:
My Commission Expires:

COMPANY:

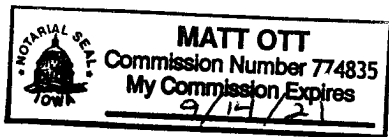
MidAmerican Energy Company, an Iowa corporation

By: Michael C Fehr
Name: Michael C. Fehr
Title: VP, Resource Development

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on September 20, 2019, by Michael C. Fehr as the Vice President, Resource Development of MidAmerican Energy Company.



Matt Ott
Notary Public in and for said State

EXHIBIT "A"

The Southeast Quarter (1/4) of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa ; AND the North Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; AND the East Half (1/2) of Southwest Quarter (1/4) and the Southeast Quarter (1/4) of Section Thirty-four (34), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.