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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared by: Kathy Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116  
Return to: Stephen F. Dryden, 6205 Mills Civic Pkwy, West Des Moines, IA 50266  
Inquiries to: MidAmerican Energy Company, Attn: Jamie A. Baker, 4299 Northwest Urbandale Drive, Urbandale, IA 50322; (515) 242-3980

**SUBORDINATION AND NON-DISTURBANCE AGREEMENT**

This Subordination and Non-Disturbance Agreement (this "Agreement"), dated as of November 14, 20\_\_, is made and entered into by and between MidAmerican Energy Company, and its successors and assigns ("MEC"), successor in interest to Macksburg Wind Energy LLC, an Iowa limited liability company ("Macksburg Wind"), under an Assignment and Assumption Agreement recorded in the Madison County records in Book 203, Page 3153, and Marlene Sue Kiddoo, and her successors and assigns ("Kiddoo").

**RECITALS**

- A. MEC and Jeffry R. Kiddoo a/k/a Jeffry Ray Kiddoo a/k/a Jeffery Kiddoo a/k/a Jeff Kiddoo, a Single Person, ("Owner") are the current parties to a Wind Farm Easement Agreement, dated as of August 15, 2013 ("Easement Agreement") affecting the real property described on attached Exhibit A at Page 5 (the "Property") and further documented of record by a Memorandum of Wind Farm Easement in the Madison County records in Book 203, Page 2978;
- B. Kiddoo was awarded a property settlement payable by Owner to Kiddoo in the amount of \$250,000.00 in *In Re: The Marriage of Jeffry Ray Kiddoo and Marlene Sue Kiddoo*, Case No. CDDM 005854 in the Iowa District Court in and for Madison County, Iowa that is a lien on all or a portion of the Property (the "Judgment");
- C. MEC has requested that Kiddoo subordinate the lien of her Judgment to the Easement Agreement and agree not to disturb any rights of MEC under the Easement Agreement with respect to the Property if Kiddoo executes on the Judgment, levies on all or any part of the Property, or institutes other collection proceedings against all or any part of the Property; and
- D. Kiddoo is willing to so agree on the terms and conditions set forth in this Agreement.

**AGREEMENT**

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Kiddoo hereby subordinates her Judgment lien on the Property to the Easement Agreement and covenants and agrees with MEC that, provided (i) the Easement Agreement is in full force and effect and (ii) no default exists under the Easement Agreement beyond the applicable grace period, MEC's right to possession of the Property, and the terms and provisions of the Easement Agreement, shall not be affected or disturbed by Kiddoo in the exercise of any of her rights under the Judgment or of any rights otherwise available to Kiddoo at law or in equity.

2. If a Successor Owner (as defined below) comes into possession or ownership of the Property, then such Successor Owner shall (i) thereby succeed to the position of the Owner under the Easement Agreement and (ii) not disturb the possession of MEC except in accordance with the terms of the Easement Agreement or this Agreement, and the Easement Agreement shall continue in full force and effect. "Successor Owner" means any person or entity (including, without limitation, Kiddoo or any nominee or designee of Kiddoo) that while this Agreement is in effect acquires possession or ownership of the Property by reason of execution on the Judgment, levy on all or any part of the Property, or other collection proceedings against all or any part of the Property in regard to the Judgment resulting in transfer of ownership of the Property to Kiddoo or to a third party.

3. All notices, requests and communications under this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or by nationally recognized courier service or mailed (first class postage prepaid) to the parties at the following addresses:

If to Kiddoo:

Marlene Sue Kiddoo

Marlene Sue Kiddoo  
311 N. Chestnut, Creston, IA 50801  
Attention: \_\_\_\_\_

If to MEC:

MidAmerican Energy Company  
Attn: Adam L. Wright  
4299 Northwest Urbandale Drive  
Urbandale, Iowa 50322

All such notices, requests and other communications will (i) if delivered personally or by nationally recognized courier to the address as provided in this Section, be deemed given upon delivery, and (ii) if delivered by mail in the manner described above to the address provided in this Section, be deemed given upon receipt. Any party may from time to time change its address or other information for purpose of notices to that party by giving notice specifying such change to the other party.

4. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Kiddoo and MEC.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; next page is signature page]

By: Marlene Sue Kiddoo  
Marlene Sue Kiddoo

STATE OF Iowa, Union COUNTY) ss:

This record was acknowledged before me on November 12, 2013 by Marlene Sue Kiddoo.



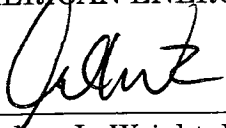
Michelle R Seifert  
Michelle R Seifert Notarial Officer  
My commission expires: 11/8/2014

STAMP

[SIGNATURES CONTINUE ON NEXT PAGE]




MIDAMERICAN ENERGY COMPANY, an Iowa corporation

By:   
Adam L. Wright, Vice President, Wind Generation and  
Development

STATE OF IOWA, POLK COUNTY, ss:

This record was acknowledged before me on November 14, 2013, by Adam  
L. Wright as Vice President, Wind Generation and Development of MidAmerican Energy  
Company, an Iowa corporation.



  
Matt Ott, Notarial Officer  
My commission expires: 9/14/15

STAMP

## EXHIBIT A

### Legal Description

#### Parcel 10:

The South Half of the Southeast Quarter (S1/2 of SE1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa:

Except Parcel "A", as shown on Plat of Survey recorded August 11, 2000, in Book 3, Page 616, and being more particularly described as follows:

Beginning at a 5/8 inch iron pin on the Southeast corner of said Section 2; thence South 90 degrees 00 minutes 00 seconds West along the South line of the Southeast Quarter of said Section 2 a distance of 208.75 feet to a 1/2 inch iron pin; thence North 00 degrees 26 minutes 50 seconds East a distance of 208.75 feet to a 5/8 inch iron pin; thence North 90 degrees 00 minutes 00 seconds East a distance of 208.75 feet to a 1/2 inch iron pin on the East line of the Southeast Quarter of said Section 2; thence South 00 degrees 26 minutes 50 seconds West along the East line of the Southeast Quarter of said Section 2 a distance of 208.75 feet to the point of beginning.

Also Excepting therefrom Parcel "C" as shown on Plat of Survey recorded September 17, 2012, in Book 2012, Page 2756, and being more particularly described as follows:

A parcel of land located in part of the Southeast Quarter of the Southeast Quarter of Section 2, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, said parcel being more fully described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 55 minutes 39 seconds East along the South line of said Southeast Quarter of the Southeast Quarter a distance of 449.65 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 357.53 feet to the point of beginning; thence continuing North 00 degrees 00 minutes 00 seconds East a distance of 544.80 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 239.85 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 545.11 feet; thence North 89 degrees 55 minutes 36 seconds East a distance of 239.85 feet to the point of beginning.

#### Parcel 011:

The Northwest Quarter (NW¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

#### Parcel 017:

The Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa:

and

The Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Eleven (11),

Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa;

and

The West 8 3/4 acres of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter (NW1/4 NE1/4 NE1/4) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Parcel 048:

The South Half of the Southeast Quarter (S1/2 of SE1/4); the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4); and the South Half of the Northeast Quarter of the Southeast Quarter (S1/2 of NE1/4 of SE1/4), all in Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Parcel 050:

The Southwest Quarter (SW1/4) of Section Twenty-three (23), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except the North 4 rods of the West 27 rods thereof.

Also Excepting therefrom Parcel A as shown on Plat of Survey recorded September 17, 2012, in Book 2012, Page 2757 and more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter of the Southwest Quarter and the point of beginning; thence North 00 degrees 28 minutes 27 seconds East along the West line of said Northwest Quarter of the Southwest Quarter a distance of 39.35 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 517.29 feet; thence South 00 degrees 28 minutes 27 seconds West 364.60 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 517.29 feet to the West line of said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 28 minutes 27 seconds East along said West line a distance of 325.24 feet to the point of beginning.

Parcel 057:

The North Half of the Northeast Quarter (N1/2 NE1/4) and the North 76 rods of the East 10 1/2 rods of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twenty-seven (27), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Parcel 059:

The North Half (N1/2) of Section Twenty-six (26), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except Parcel "A" as shown in the Plat of Survey recorded May 14, 1999, in Book 3 of Plat Records, Page 438, more particularly described as follows: Commencing at the East Quarter of Section 26, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence North 0 degrees 00 minutes 00 seconds East, 449.43 feet along the East line of the Northeast Quarter of said Section 28 to the point of beginning; thence North 0 degrees 00 minutes 00 seconds East, 676.62 feet along the East line of the Northeast Quarter of said Section 26; thence South 88 degrees 07 minutes 36 seconds West, 322.07 feet; thence South 0 degrees 00 minutes 00

seconds West 676.62 feet; thence North 88 degrees 07 minutes 38 seconds East, 322.08 feet to the point of beginning.

Parcel 0060:

The Northwest Quarter (NW1/4) of Section Twenty-five (25), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.