

BK: 2018 PG: 1233
Recorded: 4/20/2018 at 12:53:07.0 PM
Fee Amount: \$27.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

PLEASE RETURN TO: MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657 DES MOINES, IA 50303-0657
Prepared by: Ryan K. Gurwell, A&R Land Services, 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515)337-1197

TENANT SUBORDINATION, NON-DISTURBANCE AND CONSENT AGREEMENT

This is an Agreement between James Kalbach and Barbara Kalbach, his wife, whose address is 3280 180th Street, Dexter, IA 50070 (“**Tenant**”) and MidAmerican Energy Company, and its successors and assigns (“**Developer**”), whose address is 4299 Northwest Urbandale Drive Urbandale, Iowa 50322 Attention: Vice President- Renewable Energy.

RECITALS

A. Rocking RR, L.L.C. is the owner (“**Owner**”) of the real property legally described on attached **Exhibit A** (the “**Property**”).

B. Tenant leases the Property from Owner for purposes of cultivation or other farming purposes and has a farm tenant’s interest in the Property.

C. Owner and Developer are the parties to a WINDPARK EASEMENT AGREEMENT, as evidenced by that certain MEMORANDUM OF WINDPARK EASEMENT AGREEMENT of even date (together, “**Easement Agreement**”), as those documents may be amended or supplemented from time to time, pertaining to all or part of the Property.

D. Effectiveness of the Easement Agreement is conditioned on receipt by Developer of all subordination and non-disturbance agreements from tenants, lenders and holders of other liens and encumbrances, necessary to assure Developer’s undisturbed use and enjoyment of the Property according to the terms of the Easement Agreement. Tenant desires to cooperate with and assist Owner to make the Easement Agreement effective.

E. Tenant and Developer wish to enter into this Agreement to confirm Tenant’s consent to the terms of the Easement Agreement as well as the subordination of Tenant’s interest in the Property to the easements granted in the Easement Agreement. The parties also wish to confirm Developer’s possession and rights in the Property will not be disturbed except as specifically agreed below.

AGREEMENT

In consideration of the above and mutual benefit to the parties, Tenant and Developer agree as follows:

1. CONSENT AND SUBORDINATION. Tenant consents to Owner's execution of the Easement Agreement and hereby subordinates Tenant's interest in the Property to Developer's rights to possession and to the other rights granted Developer under the Easement Agreement. Except as specifically provided in this Agreement, Tenant's rights in the Property remain unchanged. Nothing in this Agreement shall be construed to affect any rights and remedies existing in any agreements between Owner and Tenant.

2. NON-DISTURBANCE. So long as the Easement Agreement is in full force and effect, Tenant shall not disturb Developer's use and possession of the Property, nor shall Tenant disturb any other rights in the Property granted Developer in the Easement Agreement. Tenant agrees that Tenant will not do anything that would materially interfere with the construction, operation and maintenance of the wind farm.

3. PAYMENTS FOR CROP DAMAGE. Developer shall make any payments for crop damage required under the terms of the Easement Agreement to Owner unless Owner in writing directs Developer to make all or any part of such payments directly to Tenant. This Agreement shall not alter any arrangements between Owner and Tenant pertaining to sharing of crop damage payments, CRP payments or other farm program payments.

4. NOTICES. Any notice or communication required or permitted under this Agreement shall be given in accordance with the recorded Grant of Easements at the address for the recipient party set forth above (as those addresses may be updated by notice given pursuant hereto).

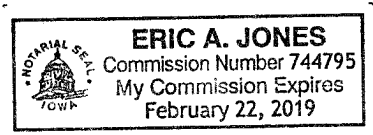
5. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and shall be binding upon Developer and Tenant, and their respective heirs, personal representatives, successors and assigns.

James Kalbach
James Kalbach

Barbara Kalbach
Barbara Kalbach

STATE OF Iowa, COUNTY OF Madison, ss:

This record was acknowledged before me on April 13 2018, by James Kalbach and Barbara Kalbach, his wife.

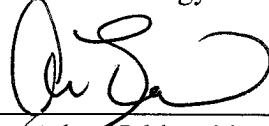


Eric A. Jones
Eric A. Jones Notary Public

My commission expires: 2-22-2019

STAMP

MidAmerican Energy Company



Name: Adam Jablonski

Title: Project Manager

STATE OF IOWA, POLK COUNTY, SS:

This record was acknowledged before me on April 18, 2018 by Adam Jablonski,
as Project Manager of MidAmerican Energy Company.

Angela M. Shreeley-Gurwell
Angela M. Shreeley-Gurwell Notarial Officer

My commission expires: 9/13/20

STAMP

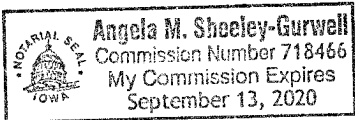


EXHIBIT A

Legal Description

Tract 1: The South Half (S1/2) of the Northeast Quarter (NE1/4) and the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) except Parcel "A" therein, according to the Plat of Survey thereof filed October 16, 2003, in Book 2003 at Page 6244, all in Section 17;

Tract 2: The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 16, all in Township 76 North, Range 29 West of the 5th P.M., Jackson Township, Madison County, Iowa.