

**BK: 2018 PG: 1940**  
**Recorded: 6/20/2018 at 8:20:09.0 AM**  
**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: Christopher S. Talcott, Davis Brown Law Firm, 215 10th St. Suite 1300, Des Moines, IA 50309;  
(515)288-250

### **SUBORDINATION AND NON-DISTURBANCE AGREEMENT**

This is an Agreement between William W. Hunter, whose address is P.O. Box 488, Earlham, IA 50072 (“**Subordinator**”) 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, dated as of 05/24, 2018.

### **RECITALS**

A. John D. Wells is the owner (“**Owner**”) of the real property legally described on attached **Exhibit A** (the “**Property**”).

B. Subordinator has an interest in some or all of the Property by virtue of a Declaration of Covenants, Conditions and Restrictions recorded in Book 2001 at Page 3440 of the Madison County records, and a Declaration of Covenants, Conditions and Restrictions recorded in Book 2009 at Page 2969 of the Madison County records (collectively, the “**Instrument**”).

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 lenders and holders of other liens, encumbrances, or interests in the Property as necessary to assure Developer’s undisturbed use and enjoyment of the Property according to the terms of the Easement Agreement. Subordinator desires to cooperate with and assist Owner to make the Easement Agreement effective.

E. Subordinator wishes to enter into this Agreement to confirm Subordinator’s consent to the terms of the Easement Agreement as well as the subordination of Subordinator’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**

NOW, THEREFORE, in consideration of the above and mutual benefit to the parties, Subordinator and Developer agree as follows:

**1. SUBORDINATION.** Whatever right, title, lien, estate and interest Subordinator now has or may hereafter acquire in the Property by virtue of the Instrument shall be junior, inferior and subordinate to the rights of Developer, its successors and assigns, under the Easement Agreement.

**2. NON-DISTURBANCE.** So long as the Easement Agreement is in full force and effect Subordinator shall not disturb Developer's use and possession of the Property, nor shall Subordinator disturb any other rights in the Property granted Developer in the Easement Agreement, or do anything that would materially interfere with the construction, operation and maintenance of the project contemplated by the Easement Agreement.

**3. NOTICES.** Any notice or communication required or permitted under this Agreement shall be given in accordance with the procedure in the recorded Easement Agreement addressed to Developer at the address in the recorded Easement Agreement and to Subordinator at the address set forth above (as those addresses may be updated by notices given pursuant hereto).

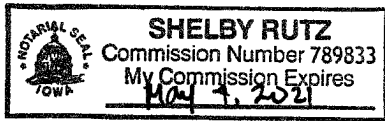
**4. SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and shall be binding upon Developer and Subordinator, and their respective heirs, personal representatives, successors and assigns.

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

William W. Hunter  
William W. Hunter

STATE OF Iowa, Madison COUNTY, SS:

This record was acknowledged before me on May 24, 2018 by William W. Hunter.



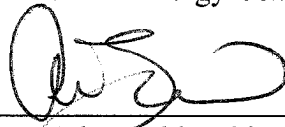
Shelby Rutz  
Shelby Rutz Notarial Officer

STAMP

My commission expires: May 4, 2021

[SIGNATURES CONTINUE ON NEXT PAGE]

MidAmerican Energy Company



Name: Adam Jablonski

Title: Project Manager

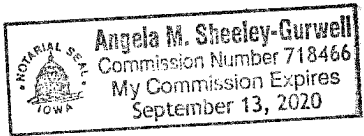
**STATE OF IOWA, POLK COUNTY, SS:**

This record was acknowledged before me on May 31, 2018 by Adam Jablonski, as Project Manager, Renewable Energy, of MidAmerican Energy Company.

*Angela M. Sheeley-Gurwell*  
*Angela M. Sheeley-Gurwell* Notarial Officer

My commission expires: 9/13/20

STAMP



**EXHIBIT A**

Legal Description of the Property

Parcel "A" of the SW 1/4 of the SE 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, as recorded in Book 2001 Page 2644 on June 25, 2001 in the office of the Madison County Recorder,

AND

The West 120 acres of the SE 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa EXCEPT Parcel "A" of the SW 1/4 of the SE 1/4 of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, as recorded in Book 2001 Page 2644 on June 25, 2001 in the office of the Madison County Recorder AND EXCEPTING the NW 1/4 of the SE 1/4 of said Section 5.