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Pages 8
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.78
Combined Fee: \$45.78
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

LENDER NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement (this "**Agreement**"), dated as of January 16, 2019, is made and entered into by and between MidAmerican Energy Company, and its successors and assigns ("**Grantee**") and Farm Credit Services of America, FLCA ("**Lender**").

RECITALS

A. Grantee and Michael Harold Frey a/k/a Michael H. Frey and Penny Lynn Frey a/k/a Penny L. Frey, husband and wife ("**Owner**") are 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, affecting the real property described on attached Exhibit A (the "**Property**");

B. Lender is the holder of a promissory note secured by a mortgage, deed of trust, or other security instrument (the "**Mortgage**") recorded at Book 2017, Page 899, and another promissory note secured by a mortgage, deed of trust, or other security instrument recorded at Book 2015, Page 586 in the records of the Madison County Recorder that is a lien on all or a portion of the Property;

C. Grantee has requested that Lender agree not to disturb any rights of Grantee under the Easement Agreement with respect to the Property if Lender forecloses the Mortgage; and

D. Lender 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. Lender covenants and agrees with Grantee that, provided (i) the Easement Agreement is in full force and effect and (ii) no event of default by Grantee exists under the

Easement Agreement beyond the applicable grace period, Grantee's right to possession of the Property, and the terms and provisions of the Easement Agreement, will not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or of any rights otherwise available to Lender 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 will (i) thereby succeed to the position of the Owner, and Grantee will attorn to the Successor Owner, under the Easement Agreement and (ii) not disturb the possession of Grantee except in accordance with the terms of the Easement Agreement or this Agreement, and the Easement Agreement will continue in full force and effect. "**Successor Owner**" means any person or entity (including, without limitation, Lender or any nominee or designee of Lender) that while this Agreement is in effect acquires possession or ownership of the Property by reason of judicial or non-judicial foreclosure of the Mortgage, any other exercise by Lender of rights and remedies available to Lender as holder of the Mortgage, or delivery of a deed to the Property in lieu of foreclosure. Notwithstanding the foregoing, a Successor Owner will not be:

(a) liable for any act, omission or default of Owner under the Easement Agreement occurring prior to Successor Owner's possession or ownership;

(b) subject to any offsets or defenses which Grantee might have against Owner attributable to actions occurring prior to Successor Owner's possession or ownership; or

(c) bound by any amendment, modification, waiver or forbearance of the Easement Agreement to the extent such amendment, modification, waiver or forbearance would have a material adverse effect upon any right of Successor Owner without Successor Owner's written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

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 Lender: Farm Credit Services of America, FLCA
105 Theater Circle
Perry, IA 50220
Attention: _____

If to Grantee: MidAmerican Energy Company
4299 Northwest Urbandale Drive
Urbandale, Iowa 50322
Attention: Vice President- Renewable Energy

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

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other information for purpose of notices to that party by giving notice specifying such change to the other party.

4. This Agreement is binding upon and will inure to the benefit of the successors and permitted assigns of Lender and Grantee.

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]

FARM CREDIT SERVICES OF AMERICA, FLCA

By: Nathan Poday
Printed Name: Nathan L. Poday
Title: Assistant Corporate Secretary

STATE OF Iowa, Dallas COUNTY) ss:

This record was acknowledged before me on January 16, 2019 by

Nate Poday as Assistant Corp. Secretary
(name of person signing) (type of authority, e.g. officer, manager, trustee etc.)

of Farm Credit Services of America, FLCA.

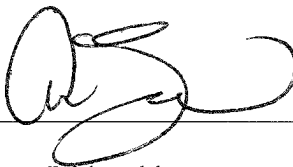


Kristin S
Notarial Officer

STAMP

[SIGNATURES CONTINUE ON NEXT PAGE]

MidAmerican Energy Company

By: 

Name: Adam Jablonski

Title: Director, Renewable Energy

STATE OF IOWA, POLK COUNTY) ss:

This record was acknowledged before me on January 31, 2019 by Adam Jablonski as Director, Renewable Energy of MidAmerican Energy Company.


Notarial Officer

STAMP

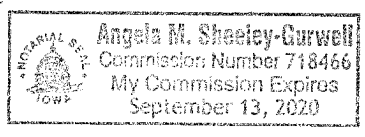


EXHIBIT A

Legal Description

The Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), AND the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract of land located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), more particularly described as follows, to-wit: Commencing at the Southeast corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), thence North 0°25'34" West 1324.16 feet along the East line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11) to the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), thence South 85°52'19" West along the North line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), 235.20 feet; thence South 1°26'57" West 1324.02 feet to the South line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11), thence East 278.54 feet to the Point of Beginning, containing 7.8065 acres, AND EXCEPT the South Half (S1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section Eleven (11),

AND

The South Half (S1/2) of the Northeast Quarter (NE1/4) and the North Half (N1/2) of the Southeast Quarter (SE1/4) and the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), all in Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND

A parcel of land located in the North Half (N1/2) of the Southwest Quarter (SW1/4) and in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Thirteen (13) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence, along the West line of said Section Thirteen (13) North 00°00'00" 717.35 feet; thence North 89°33'07" East 367.01 feet; thence North 00°00'00" 593.48 feet; thence South 89°55'06" East 938.18 feet to the Northeast Corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section Thirteen (13); thence South 00°04'32" West 391.36 feet; thence North 89°19'13" East 398.55 feet; thence North 00°55'38" East 1027.12 feet; thence South 88°34'41" East 223.39 feet; thence North 00°24'00" East 272.75 feet; thence South 89°13'07" East 225.68 feet; thence North 00°04'00" West 281.11 feet; thence South 87°59'26" East 470.85 feet to the East line of the West Half (W1/2) of said Section Thirteen (13); thence along said East line, South 00°27'05" West 2481.52 feet to the Southeast Corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Thirteen (13); thence North 89°59'59" West 2621.38 feet to the Point of Beginning. Said parcel of land contains 91.220 Acres, including 0.377 Acres of County road right of way,

AND

The Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT the East 584 feet of the North 825 feet, and also the South 506.7 feet of the North 1331.7 feet of the East 333 feet of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-nine (29) West of

the 5th P.M., Madison County, Iowa, subject to existing road right of way along the East side thereof, AND EXCEPT Commencing at the East quarter corner of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., thence N. 90°00' W. 584.0 feet along the quarter Section line to the point of beginning. Thence continuing N. 90°00' W. 97.2 feet, thence S. 00°21' E. 845.0 feet, thence N. 90°00' E. 348.2 feet, thence N. 00°21' W. 20.0 feet, thence N. 90°00' W. 251.0 feet, thence N. 00°21' W. 825.0 feet to the point of beginning, containing 2.00 Acres, situated in the Northeast Quarter (NE1/4) Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND

Parcel "A" in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter (E1/4) Corner of Section Twenty-four (24), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" East 1010.01 feet along the centerline of a county road which is the East line of the Southeast Quarter (SE1/4) of said Section 24; thence North 87°07'47" West 384.29 feet; thence North 01°05'57" East 642.44 feet; thence North 02°52'59" East 351.93 feet to the North line of said Southeast Quarter (SE1/4); thence South 89°30'30" East 353.80 feet along the centerline of a County Road to the Point of Beginning containing 8.567 acres including 1.389 acres of County Road Right-of-Way,

AND

The West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), excepting therefrom a parcel described as beginning at the Southwest corner of the Southwest Quarter (SW1/4) and running thence East 568 feet, thence North 287 feet, thence West 568 feet, thence South 287 feet to the point of beginning AND the West Half (W1/2) of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section 27, all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2007, Page 4226 of the Recorder's Office of Madison County, Iowa.

AND

The North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

7 Arbor Hill, Parcel #AH137

The Northeast Quarter (NE1/4) and the East One-Half (E1/2) of the Northwest Quarter (NW1/4), EXCEPT the West 14 rods of the North 8 rods thereof for a cemetery, of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND

The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located therein, containing 3.000 acres, as shown in Plat of Survey filed in Book 2007, Page 2677 on July 3, 2007, in the Office of the Recorder of Madison County, Iowa,

AND

The South One-half (S1/2) of the West Fractional One-half (Wfrl.1/2) of the Southwest Quarter (SW1/4) of Section Six (6), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

AND

Parcel "F" located in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Six (6) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described on Warranty Deed recorded in Book 2014, Page 2840, on November 7, 2014, in the Office of the Madison County Recorder, Madison County, Iowa.