

**BK: 2019 PG: 686**  
**Recorded: 3/1/2019 at 9:36:50.0 AM**  
**Pages 5**  
**County Recording Fee: \$27.00**  
**Iowa E-Filing Fee: \$3.50**  
**Combined Fee: \$30.50**  
**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 2-12, 2019, is made and entered into by and between MidAmerican Energy Company, and its successors and assigns (“**Grantee**”) and First Community Bank f/k/a Union State Bank (“**Lender**”).

#### **RECITALS**

A. Grantee and William W. Hunter, Trustee of the Keystone Revocable Trust under agreement dated December 18, 2007 (“**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 222, Page 749 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 default 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, shall 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 shall (i) thereby succeed to the position of the 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 shall 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.

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: First Community Bank f/k/a Union State Bank  
P.O. Box 268  
Rockwell City, Iowa 50579  
Attention: Bradley J. Assman

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 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 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]*

FIRST COMMUNITY BANK F/K/A UNION STATE BANK

By: BRADLEY J. ASSMAN

Printed Name: Bradley J. Assman

Title: Vice President

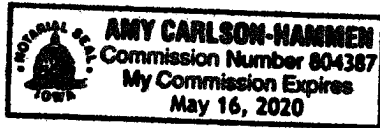
STATE OF Iowa, Calhoun COUNTY) ss:

This record was acknowledged before me on February 12, 2019 by

Bradley J. Assman as Vice President  
(name of person signing) (type of authority, e.g. officer, manager, trustee etc.)

of First Community Bank f/k/a Union State Bank.


Amy Carlson-Hammen  
Notarial Officer



STAMP

[SIGNATURES CONTINUE ON NEXT PAGE]

MidAmerican Energy Company

By:  \_\_\_\_\_

Name: Adam Jablonski

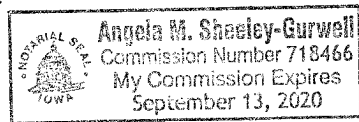
Title: Director, Renewable Energy

STATE OF IOWA, POLK COUNTY) ss:

This record was acknowledged before me on February 28, 2019 by Adam Jablonski as Director, Renewable Energy of MidAmerican Energy Company.

  
Notarial Officer

STAMP



## EXHIBIT A

### Legal Description

The Southwest Quarter (SW1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa EXCEPT Highway;

AND

The West Three-fourths (3/4) of the Southeast Quarter (SE1/4) EXCEPT Parcel "A" in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa as recorded in Plat of Survey Book 2001 Page 2498 and Book 2001 Page 2644 in the Madison County Recorder's Office on June 14, 2001 and June 25, 2001; EXCEPT the West 120 acres of the Southeast Quarter (SE1/4) of Section, Section Five (5), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa AND the South Half (S1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Five (5), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; AND a parcel of land in the Northeast Fractional Quarter (NE FRL 1/4) of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section Five (5), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" 1,048.32 feet, along the East line of the Northeast Fractional Quarter (NE FRL 1/4) of said Section Five (5); thence North 89°28'19" West 1,308.60 feet to the point of beginning, thence South 00°30'19" West 816.63 feet; thence North 89°53'12" West 1,323.05 feet to the West line of said Northeast Fractional Quarter (NE FRL 1/4); thence North 00°15'50" East 235.04 feet, along said West line, to a point on the Southerly Right of Way line of Interstate Highway No. 80; thence North 43°55'06" East 1,523.35 feet along the Southerly Right of Way line; thence South 45°12'18" East 387.09 feet; thence South 00°30'19" West 245.65 feet to the point of beginning. Said parcel of land contains 26.481 acres;

AND

A parcel of land located in the Northwest Fractional Quarter (NW FRL 1/4) of Section 5, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa lying on the Southeasterly side of the part of the following described centerline of Interstate Route No. 80 as shown on the official plans for Project I-IG-80-2(6)96. The centerline, designated by station points 100 feet apart, numbered consecutively from Southwest to Northeast, is described as follows: Beginning at Station 1449+06.7, a point 1284.9 feet West of the Northeast corner of said Section 5, on the North line thereof, thence S43°11 1/2' West 3502.2 feet to Station 1414+04.5. Said parcel is described as follows: All that part of said Northwest Fractional Quarter (NW FRL 1/4) that lies Southeasterly of a line 150 feet normally distant Southeasterly from and parallel to the above described centerline, said parcel contains 8 acres, more or less.