

BK: 2018 PG: 1695
Recorded: 5/30/2018 at 8:04:00.0 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 John David Wells, whose address is 1584-120th Northern, Iowa 50672 (“**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 4-23-, 2018.

RECITALS

A. Peggy A. Wells, as to an undivided one-half interest, and Trustees of the Robert C. Wells Residuary Trust, as to an undivided one-half interest, are the owners (“**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 options to farm and purchase the Property granted under the Will of Robert C. Wells, admitted to probate Madison County Probate No. ESPR011432 (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).

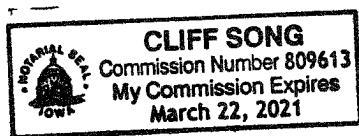
4. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and shall be binding upon Developer and Subordinator, and their respective heirs, personal representatives, successors and assigns.

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

John D. Wells
John David Wells

STATE OF Iowa, Madison COUNTY, SS:

This record was acknowledged before me on 4-23, 2018 by John David Wells.



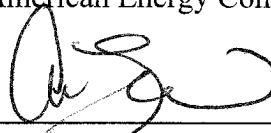
Cliff Song
Cliff Song Notarial Officer

STAMP

My commission expires: 03/22/21

[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 25, 2018 by Adam Jablonski,
as Project Manager, Renewable Energy, of MidAmerican Energy Company.



Angela M. Sheeley-Gurwell Notarial Officer

STAMP

My commission expires: 9/13/20

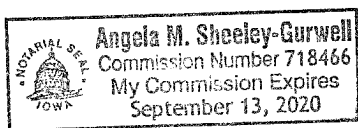


EXHIBIT A

Legal Description of the Property

The Northwest Quarter (NW1/4) of Section 8, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa;

AND

The South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 4, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.