

BK: 2018 PG: 3816
Recorded: 11/26/2018 at 8:11:57.0 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 November 14th, 2018, is made and entered into by and between MidAmerican Energy Company, and its successors and assigns ("**Grantee**") and Earlham Savings Bank ("**Lender**").

RECITALS

A. Grantee and Martens Farms, LLC ("**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 2001, Page 1274, and another promissory note recorded at Book 2017, Page 2946, and another promissory note recorded at Book 2001, Page 53, and another promissory note recorded at Book 2006, Page 2132 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: Earlham Savings Bank
130 North Chestnut Avenue
Earlham, Iowa 50072
Attention: *Sec. loan officer*

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]

EARLHAM SAVINGS BANK

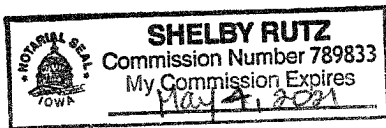
By: [Signature]
Printed Name: Noah B. Hunter
Title: Vice-President

STATE OF Iowa, Madison COUNTY) ss:

This record was acknowledged before me on November 14, 2018 by

Noah B. Hunter as Vice President
(name of person signing) (type of authority, e.g. officer, manager, trustee etc.)

of Earlham Savings Bank.

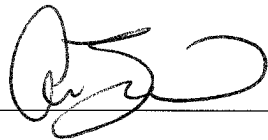


[Signature]
Notarial Officer

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 November 20, 2018 by Adam Jablonski as Director, Renewable Energy of MidAmerican Energy Company.


Notarial Officer

STAMP

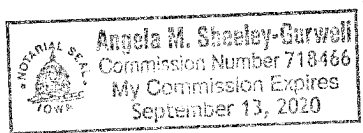


EXHIBIT A

Legal Description

Tract 1: The Northwest Quarter (1/4) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; AND

Tract 2: The West Half (1/2) of the Northeast Quarter (1/4) and the East Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Seventeen (17), containing 3.000 acres, as shown in Plat of Survey filed in Book 2004, Page 1669 on April 16, 2004, in the Office of the Recorder of Madison County, Iowa; AND

Tract 3: The East Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "F" located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-one (21), containing 10.37 acres, as shown in Plat of Survey filed in Book 2011, Page 953 on April 14, 2011, in the Office of the Recorder of Madison County, Iowa; AND

Tract 4: The South Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; AND

Tract 5: The Southwest Quarter (1/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract of land located therein, containing 6.108 acres, as shown in Plat of Survey filed in Book 2, Page 112 on June 9, 1988, in the Office of the Recorder of Madison County, Iowa; AND

Tract 6: The East Half (1/2) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Tract 7: The Southwest Quarter (1/4) of Section Nineteen (19), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Tract 8: The Fractional Northwest Quarter of Section Thirty (30), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the South Fractional Half (1/2) of the Northwest Quarter (1/4) of said Section Thirty (30), containing 44.167 acres, as shown in Plat of Survey filed in Book 2001, Page 5346 on November 29, 2001, in the Office of the Recorder of Madison County, Iowa.