

Filed with the Iowa Utilities Board on December 23, 2020, FCU-2020-0003

Iowa Utilities Board

I am Curt Beane a farmer located south and west of Stuart Iowa. I live and farm currently in this area and have all my life. Mid America Energy calls this area their Arbor Hill Wind Project. Some of the farms I rent the land owner has enrolled in this project. In the middle of 2018 year right of way agents came to my home and approached me to sign Tenant Subordination and Non-Disturbance and Consent agreements. I refused to sign and asked to negotiate the terms. They responded that they would not. I have never signed anything stating anything to be confidential releases or claims associated with this Arbor Hill Wind Project. I do have written leases on all these farms, so I have researched the Iowa Cropland Lease Law. From what I understand they had 3 options.

1. If I did not sign, they could choose not to build on this property.
2. They could negotiate a tenant agreement that was agree able to all parties involved.
3. They could wait on construction and have landowners legally terminate my leases.

They did not do any of these. They chose to go ahead with construction regardless over my Tenant Rights and Tenant Property pertaining to crops and destroyed them with out limitation. I do have neighbors in the same situation. This is not an isolated incident.

So in review:

I am a tenant on these properties and have many years prior. I do have written leases on all of these properties and have not been terminated in years 2017,2018,2019 on these farms.

Mid America Energy started construction in 2018 on these properties with out any agreement with me and are still doing so this day. They have tried to leverage me to sign Tenant Subordination and Non-Disturbance and Consent Agreements. They have even went as far as to ask landowner to leverage me to sign. All being after the fact of entering on my lease and destroying my property.

So to conclude:

- A. This is a matter about my tenant rights and property (crops). It is addressed in Iowa Code 562 Tenants Right of Possession. I do not believe the law was followed.
- B. This is NOT about a turbine being close to my residence, home, or property.
- C. This is NOT a Landlord/Tenant dispute, because Mid America Energy was well aware that I was the tenant on these Farms before they entered on these properties with out my consent. Then right of way agents approached landlords to do Addendum's to my written leases after the fact of starting construction on these projects and entering these properties. I did not sign any Addendums to any leases. Once again they were well aware I was the tenant in just coming to my home and asking for the signature on these Tenant Subordination and Non-Disturbance and Consent agreements on these Farms before construction started on any of these farms in 2018 year.

**ATTACHMENT B**

They paid me for damages on these farms in 2018 by a release drawn up by me for damages to my property (crops) damaged without my consent. It was NOT a confidential claim or release of Mid America Energy entering and starting construction with out any agreement or consent from me the lease holder of the property for 2018 year.

D. This is NOT about the generating capacity of less then 25 Megawatts on each gathering line.

If you have any questions on any of the information, I have provided please contact me for any clarification or questions.

My asking of the Iowa Utilities Board is that you do your own investigation into these issues pertaining to Iowa Code and Laws so that utility companies follow the law of the State of Iowa.

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