



MidAmerican Energy Company
106 East 2nd Street
P.O. Box 4350
Davenport, Iowa 52808-4350

December 31, 2019

Rob Hillesland
Customer Service Utility Analyst
Iowa Utilities Board
1375 E Court Avenue
Des Moines, IA 50319

RE: C-2019-0149 | Curt and Andrea Beane

Dear Mr. Hillesland:

I am writing in response to your letter of December 10, 2019, regarding Curt and Andrea Beanes' complaint concerning MidAmerican Energy Company's placement of wind turbines for the Arbor Hill Wind Farm on farmland they lease in Adair County, Iowa. The requested siting plans for the Arbor Hills Wind Farm Project and documentation regarding the gathering line capacity are attached. MidAmerican Energy understands, at this time, line diagrams would not be uploaded into the Iowa Utilities Board's ("Board") Electronic Filing System ("EFS") and would not be available to the public. MidAmerican notes the line diagrams provide important information about the location of critical infrastructure components and that public disclosure of the diagrams would not serve a public use. MidAmerican Energy reserves the right to request confidential treatment of the line diagrams, should the Board determine that the line diagrams should be uploaded into EFS or otherwise made available to the public.

Location of Wind Turbines on Farmland Mr. Beane leases and Attempts to address Concerns

Based on MidAmerican Energy's information, Turbine 84 is located on land owned by Bluestem Holding Company, turbine 91 is located on land owned by Mary Welsh Lonsdale, turbine 141 is located on land owned by the Edgar Mount Trust and turbine 214 is located on land owned by Debra Eidam. MidAmerican Energy does have buried underground collection lines under other farmland leased by Mr. Beane. All landowners have signed easements with MidAmerican Energy.

Tenant Subordination Agreement

- 05/17/18 – A land agent from A&R Land Services met with Mr. Beane on behalf of MidAmerican Energy and provided a proposed tenant subordination agreement for the wind project. Tenant agreements are not mandatory but are provided in an effort to acknowledge all persons with an interest in the parcel and set certain expectations for all entities involved.
- 05/22/18 - The land agent spoke with Mr. Beane. Mr. Beane advised he was worried he would not be compensated enough for crop damage. They discussed the crop damage process and he said he would think about it and review the document longer before calling him back.
- 05/31/18 – The land agent spoke with Mr. Beane and he said he had three requests he wanted to add to the tenant agreements. He wanted to be contacted directly about crop

ATTACHMENT C



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damages rather than the owner, he wanted the tiles repaired if they were damaged and he wanted all crops that were disturbed to be measured. The land agent put contact with Mr. Beane on hold while he discussed Mr. Beane's requests with MidAmerican Energy. MidAmerican Energy does not have record of receiving documentation from the contracted land agent indicating Mr. Beane requested to make changes to the proposed tenant agreements. MidAmerican Energy only has record of Mr. Beane's request to be contacted directly regarding crop damages.

- 07/02/18- The land agent explained to Mr. Beane that MidAmerican Energy was not willing to change the tenant agreement. It was explained, the tenant agreement would help facilitate the crop damage payment process. Mr. Beane advised he was not interested in signing a tenant agreement.
- 01/16/19 – An agent with A & R Land Services sent an email to Debra Eidam that was not consistent with MidAmerican Energy's communications standards and was sent without MidAmerican Energy's authorization. The communication asked Ms. Eidam to end or modify her lease with Mr. Beane.
- 01/31/19 – MidAmerican Energy was informed of the emailed communication to Ms. Eidam. MidAmerican contacted A & R Land Services and requested MidAmerican Energy's communication standards be followed on all future communications.
- 02/08/19 – A project developer with MidAmerican Energy called Ms. Eidam and Mr. Beane and apologized for the emailed communication sent to Ms. Eidam on January 16, 2019, by A & R Land Services.
 - A project developer with MidAmerican Energy sent an email to Mr. Beane that contained a map of the proposed road to turbine 214. The project developer asked Mr. Beane to reply if he had any suggested changes or questions. The email also communicated that a construction manager was checking into tile repairs.
- 02/27/19 – A project developer with MidAmerican Energy sent a follow-up email to Mr. Beane regarding the proposed road route to turbine 214.
- 03/21/19 – A project developer with MidAmerican Energy sent an email to Mr. Beane that contained tile repair maps.
- 05/21/19 – Mr. Beane's attorney sent a letter to MidAmerican Energy regarding the leased property on which turbine 214 is located. The letter stated Curt Beane was the tenant and had not waived any of his rights or signed the tenant non-disturbance and consent agreement or any Addendum to any lease which has been offered to him.
- 09/06/19 – Curt Beane signed a modified tenant agreement for the location of Turbine 214.

Crop Damage

MidAmerican Energy acknowledges there was damage to the Beanes' crops as the result of construction. Mr. Beane provided MidAmerican Energy's right of way agent payment receipts for beans and corn from Heartland Co-op on December 12, 2018, so fair payment could be calculated. Mr. Beane signed a crop release on December 20, 2018, and the payment was made the following day.

In 2019 and in accordance with the modified tenant agreement, MidAmerican Energy settled crop damages with Mr. Beane for the property of land where turbine 214 is located on October



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31, 2019. As of the week of December 30, 2019, MidAmerican Energy has agreed to the requested crop damage settlement by Mr. Beane and is currently awaiting a signed release form from Mr. Beane prior to sending the crop damage settlement.

The turbines in question were constructed in accordance with the signed easements MidAmerican Energy received from the property owners. Because the turbines have been constructed and placed in service, landowners have received both the easement payments and the ongoing payments for the turbines. In response to the Beanes' concern regarding their rights under Iowa Code 562, MidAmerican Energy believes this is a civil matter between Mr. and Mrs. Beane and the property owners. To the extent Mr. and Mrs. Beane have a concern with the use of the property, it is a landlord-tenant dispute.

Additional Communications

MidAmerican has had frequent communication with Mr. Beane on many issues. MidAmerican has made reasonable attempts to identify and respond to each item. To the best of our ability, MidAmerican has outlined the communications that relate to Mr. Beane's complaint to the IUB.

- 1/17/19 – The landowner, Ms. Lonsdale, contacted MidAmerican Energy in writing and included Mr. Beane, to discuss concerns regarding topsoil which was removed during turbine installation. MidAmerican is working with both the landowner and Mr. Beane to replace the topsoil.
- 10/29/19 – A project developer with MidAmerican Energy received an email from Mr. Beane in regard to a permanent fence that needed to be reconstructed in its original location.
- 11/1/19 - The fencing contractor installed a temporary fence until we were able to remove the radius and construct the permanent fence
- 11/15/19 – A permanent fence was constructed on November 15, 2019.

Other Relevant Information to Assist the Board

The State of Iowa encourages energy production from renewable resources as stated in Iowa Code sections 476.41, 476.53(1), and 476.53A. Iowa Code chapter 476A addresses siting requirements for electric generation facilities, which are defined as having 25 megawatts of generation at a single site. The IUB has repeatedly stated that when considering the facility threshold for wind turbines, the standard is whether 25 MW of generation is attached to a single gathering line. This interpretation was affirmed by the Iowa Supreme Court in *Mathis v. Iowa Utilities Board*, 934 N.W.2d 423 (Iowa 2019). As requested, MidAmerican Energy attached siting plans for the Arbor Hill Wind Project, which confirms the generating capacity of less than 25 megawatts on each gathering line. MidAmerican would request that the Board not make the line diagrams available to the public without providing MidAmerican an opportunity to request confidential treatment of the diagrams.

In 2018, the Adair County Board of Supervisors considered amendments to its ordinances to address wind turbines. On October 3, 2018, the Board of Supervisors amended a county ordinance to require a wind turbine setback of 2,000 feet from a non-participating landowner's residence and 800 feet from a non-participating landowner's property line. The amendment is effective for all wind turbines for any wind energy conversion property which is contracted *after* publication of the amended ordinance, including easements between the participating



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landowner and the owner or operator of wind energy conversion property. This effectively exempts any wind turbine or turbine easement obtained prior to the ordinance. Because MidAmerican Energy had signed easements with landowners for turbines that are to be part of the Orient and Arbor Hill wind projects in Adair County prior to the date of the amendment, the setbacks in the amended ordinance do not apply to turbines constructed under these easements. All of MidAmerican Energy's turbines were sited in accordance with applicable laws, including the local county ordinance.

Iowa Code Section 476.3 deals with complaints against public utilities, but only where the written complaint requests the "board to determine the reasonableness of the rates, charges, schedules, service, regulations, or anything done or omitted to be done by a public utility subject to this chapter in contravention of this chapter..." (emphasis added) and as such this type of complaint is outside the IUB's jurisdiction because there is no allegation that MidAmerican Energy has failed or is in non-compliance with Iowa Code Chapter 476.

Conclusion

MidAmerican Energy has built its turbines in accordance with all applicable laws and pursuant to the terms and conditions of the signed easements. MidAmerican Energy does not believe the IUB is the correct venue to adjudicate landlord-tenant disputes, such as those alleged by Curt and Andrea Beane.

If I can be of any further assistance, or if you have additional questions regarding this matter, please feel free to call me at 800-567-2801, extension [REDACTED]

Sincerely,

/s/ Jamie Bergthold

Jamie Bergthold
Senior Quality Coordinator
Quality Assurance

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cc: Curt and Andrea Beane
Office of Consumer Advocate