

**IDA GROVE WIND ENERGY ROAD AGREEMENT
AND COLLECTION EASEMENT AGREEMENT**

THIS IDA GROVE WIND ENERGY ROAD AGREEMENT AND COLLECTION EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of April 1, 2019 by and between the County of Ida, Iowa (the “**County**”) and MidAmerican Energy Company, (sometimes referred to herein as either “**MidAmerican**” or the “**Developer**”). MidAmerican Energy Company and the County are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, MIDAMERICAN is in the process of developing a utility scale wind powered electric generating facility of approximately 200 megawatts (MWs) in Ida County (the “**Project**”); and

WHEREAS, in connection with the construction, delivery of turbine components, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads operated and maintained by the County (collectively, the “**County Roads**”) over which it will be necessary for the Developer and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, and designees (collectively the “**Developer’s Parties**”) to, among other things, (i) transport heavy equipment and materials over certain County Roads, which may in certain cases be in excess of the design limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads; and (iii) widen certain County Roads and make certain modifications and improvements (both temporary and permanent) to such County Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and

WHEREAS, the County desires to grant to Developer a perpetual easement for underground electrical collection and communications cables for the Project adjacent to or under certain County Roads, consistent with and pursuant to the terms contained in the County’s standard Application For Approval of Under-Ground Construction on County Right-of-Way; and

WHEREAS, the Developer has provided (or will provide) the following documents to the Ida County Engineer (the “**County Engineer**”) on behalf of the County:

- a. A proposed site layout plan for the Project, a copy of which is attached hereto as **Exhibit “A”** (the “**Site Layout Plan**”); and
- b. A pre-construction video or photography survey which identifies by name and surface type the County Roads which are to be used for construction of the Project and delivery of components (“**Pre-Construction Survey**”); and
- c. A Transportation Impact Analysis which (i) identifies by name and surface type the County Roads which are to be used for construction of the Project and delivery of components; (ii) includes a schedule of the across-road bridges and culverts affected by the Project and the recommendations as to actions, if any, required with respect to such bridges and culverts and estimates as to the cost to replace bridges and such culverts; (iii) sets forth the anticipated road repair costs prior to and

the locations of the proposed Project site access road entrances, the underground collection cable system crossings, and the heavy lift crawler crane crossings.

- (b) At least twenty (20) days prior to the start of construction of temporary construction areas, Developer shall designate to the County Engineer the proposed ingress and egress locations associated with the temporary construction staging area to be utilized by the Developer and the Developer's Parties.
- (c) Prior to the start of construction on the Project, the Developer shall become a member of the Iowa One Call System, and within ninety (90) days of the commercial operations date of the Project, Developer shall provide Iowa One Call with the necessary information to update its records and memorialize the locations where the underground cables cross the road right-of-ways.
- (d) Developer agrees to obtain the necessary moving permits for oversized and/or overweight loads and agrees to obtain and comply with permits throughout the duration of the Project for roadway(s) under the County's authority. Prior to the following week's construction, all planned moves should be submitted along with confirmation of the previous week's moves as planned. If any moves are to be altered, they must be verbally approved by the County Engineer and so noted in the weekly move permit log.
- (e) Representatives of Developer shall meet with the local school bus operator(s) and the relevant school officials to ensure suitable arrangements are put in place for the safe and timely transport of children to and from school via the normal services for such transport. At least twenty (20) days prior to the start of construction of the Project, Developer shall deliver written confirmation of such arrangements to the County Engineer.
- (f) The Developer and the Developer's Parties shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers and tile lines which run over, through or under any part of the County Roads used by the Developer and the Developer's Parties. The Developer shall assume full responsibility for reimbursing the County for any damage or injury to such properties which may be caused by the Developer's and the Developer's Parties' activities and operations.
- (g) Iridescent marker tape shall be buried in the collection system cable trenches within the County Road right-of-ways twelve (12) inches above the collection system cables where they enter the County Road right-of-ways.
- (h) Permanent markers/stakes meeting the requirements of State and Federal regulations and good utility practice shall be installed at the edge of the County Road right-of-ways to identify where the underground collection system cables cross the County Roads.
- (i) Horizontal/directional boring shall be used where the underground collection system cables cross under the County Roads such that the road surface will not be cut (unless approved by the County Engineer), and such cables shall be installed in

such closures shall be approved by the County Engineer, such approval shall not be unreasonably withheld. After consultation with the County Engineer, Developer shall advise such further entities (such as local law enforcement and fire protection and ambulance service providers) as mutually agreed upon by the Developer and the County Engineer of County Road closings prior to closing any County Roads, portion of County Roads or intersections.

(r) Crane Usage.

- (1) Equipment mounted on crawler tracks or steel-tired wheels shall not be operated on or across concrete or bituminous surfaces without specific authorization from the County Engineer. Special restrictions may be imposed with respect to speed, load distribution, surface protection, and other precautions considered necessary.
- (2) Heavy lift crawler cranes shall cross the County Roads only in low traffic periods. Heavier Crawler Cranes substantially heavier than typical road equipment should have a crossing constructed on one (1) foot of compacted borrow material covered with a 12" x 12" timber mat perpendicular to crane travel. Borrow material shall be relatively dry and free of stones larger than two (2) inches. The timber mat should be continuous with no gaps to avoid concentrated loading.
- (3) Smaller cranes may use the same timber mat over a three (3) inch soil bed to avoid concentrated loading due to uneven thickness in the timber mats.
- (4) Adjoining timber mats spanning the pavement edge shall be of equal height to avoid excessive loading of the pavement edge consisting of six (6) feet either side of the pavement edge.
- (5) When reasonably practicable, counter weights on larger crawler cranes should be removed prior to crossing the roadway, unless this causes a less desirable situation based on how the weights will be transported.
- (6) Rough terrain cranes that exceed the legal axle limits will not be permitted to travel on bituminous or concrete surfaces that are under the County's authority unless permitted otherwise by the County Engineer. Rough terrain cranes shall be allowed to cross bituminous surfaces and run along gravel roads.

(s) Developer shall ensure that its contractors, subcontractors, material suppliers and their respective transport providers transporting oversize and overwidth loads use the County Roads during daylight hours during periods of good visibility, unless otherwise approved by the County Engineer.

(t) Developer, upon the request of the County Engineer, shall obtain and post traffic signs, including signs advising "No Wind Farm Construction Traffic" at various locations as an aid to traffic management. All such signage or postings shall comply

- (z) If, during the course of construction of the Project, the County Engineer notifies the Developer of significant potholes or other conditions caused by the construction traffic or construction activities which make travel on a County Road hazardous, the Developer shall remediate the hazard prior to dusk on the day it receives notice of the hazardous condition from the County Engineer (or place illuminated or night condition warning signs pending the remediation of the hazard within forty-eight (48) hours).
- (aa) If work during the construction phase of the Project or the post-construction road repair phase is suspended for an extended period, due to seasonal conditions or other cause, the Developer, at the Developer's expense, shall take such measures as laying additional gravel and asphalt, installing barriers, posting signs and providing interim repairs or protections, as may be reasonably required to render County Roads safe for vehicular traffic during the period such work is suspended.
- (bb) With regard to work performed on County Roads in connection with construction of the Project, the Developer's Parties shall be pre-qualified by the County Engineer to perform the work such parties are hired to perform, such pre-qualification not to be unreasonably withheld.
- (cc) Developer shall submit applications for culvert installations to the County Engineer as required. The County Engineer shall direct the Developer and the Developer's Parties regarding culvert size, type and placement in accordance with all applicable County regulations.
- (dd) Within ninety (90) days of the Project's commercial operations date, Developer shall provide to the County Engineer any "As-Built" drawings of improvements to the County Roads which the Developer and the Developer's Parties may possess.
- (ee) The County Engineer, and any outside engineer retained by the County Engineer, shall have unfettered access to the County Roads to inspect the County Roads, culverts and adjacent ditches.
- (ff) Developer shall reimburse the County Engineer for all reasonable inspection costs, including, but not limited to engineering fees, and costs incurred as a result of the retention of a temporary employee to manage this Agreement during construction of the Project, incurred in connection with road issues relating to the construction and maintenance of the Project. Payment shall be made within thirty (30) days of receipt of such engineering bills or other bills or other supporting documentation by Developer.
- (gg) The Developer shall provide written notice to the County Engineer identifying the name, address and both regular and emergency contact information of the Developer's on-site representative for communication purposes regarding this Agreement and the Project. Developer's on-site representative may be changed and any such change and change in contact information shall be communicated to the County Engineer in writing.

to be damaged by Developer utility installation shall be repaired by Developer at their expense beyond the 12 month Maintenance Period.

- (d) Developer shall provide written notice to the County Engineer when Developer has completed the Repair Work (the “**Completion Notice**”). Attached to the Completion Notice shall be proof of payment to contractors, subcontractors and material suppliers and lien waivers executed by all contractors, subcontractors and material suppliers who have performed the Repair Work. The Completion Notice and all relevant lien waivers shall be delivered to the County Engineer.
 - (e) Upon receipt of the Completion Notice and lien waivers by the County Engineer, the County Engineer shall have thirty (30) days to inspect the Repair Work and provide written notice to Developer of rejection of the Repair Work in whole or in part (the “**Rejection Notice**”).
 - (i) If no Rejection Notice is tendered by the County Engineer, then the Letter of Credit shall be adjusted to provide security for the Maintenance Period as provided for in Section 7 of the Agreement.
 - (i) If a Rejection Notice is tendered by the County Engineer, then:
 - a) Developer shall make repairs as identified in the Rejection Notice. Upon completion of such additional repair work, Ida Grove Wind shall serve the County Engineer with a supplemental Completion Notice and the notice procedures set forth herein shall apply;
- OR
- b) Within ten (10) days of receipt of the Rejection Notice, Developer shall provide written demand to the County Engineer requesting that the County Engineer and Developer select an independent engineering firm to inspect the Repair Work and determine if additional repairs as demanded by the County Engineer in a Rejection Notice are required. The Parties shall select an independent engineering firm within twenty-one (21) days of Developer’s written demand. The independent engineering firm shall complete its inspection within thirty (30) days and issue its report. The determination of said independent engineering firm shall be binding upon the Parties hereto. The cost of the engineering firm for such inspection and report shall be paid for by Developer.
 - (iii) The “**Date of Final Acceptance**” of all road repairs shall be the later of the following:
 - a) The date of the delivery of the Completion Notice to the County Engineer if no Rejection Notice is given by the County Engineer to Developer; or

- b) If a Rejection Notice is given by the County Engineer to Developer, then either:
 - (1) the date the identified repairs are completed to the reasonable satisfaction of the County Engineer (but no later than thirty (30) days after a Supplemental Completion Notice is submitted); or
 - (2) the date of the written report by the independent engineering firm showing no further repairs are necessary or reasonably required.
- (f) If any County Road used by Developer shall require any repairs in the opinion of the County Engineer as a result of damage caused by the Developer or the Developer's Parties or Repair Work is defective and additional repairs are required during the one (1) year period following completion of construction of the Project (the "**Maintenance Period**"), Developer shall, upon notification by the County Engineer of the necessity for the repair, make repairs at its own cost and expense. Should Developer fail to make the repairs within the reasonable time specified in the notification, the County Engineer may cause the work to be done and the County may draw upon the Maintenance Letter of Credit (as provided for in Section 7 of this Agreement) to pay the entire cost or expense of the repair, including, but not limited to, engineer, attorney and consultant's fees and costs. Should the cost or expense exceed the amount set forth in the Maintenance Letter of Credit, Developer shall remain liable for any additional cost or expense incurred.

Section 5. County Undertakings. In consideration for the obligations of Developer under this Agreement, the County Engineer, on behalf of the County, agrees that he will coordinate and cooperate with the Developer and the Developer's Parties to minimize the impact of its use of the County Roads on normal local traffic. County Engineer shall engage sufficient personnel to timely respond, inspect, approve, and take actions as contemplated in this Agreement with regards to any construction, repair, or other actions to be completed by the Developer in connection with the Project.

Section 6. Insurance. Developer shall furnish the County Engineer with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) (United States Currency) per occurrence covering the construction and maintenance activities of Developer contemplated by this Agreement (or of self-insurance reasonably acceptable to the County). The insurance shall be written by a company having an A.M. Best Insurance Reports rating of A-: VII or better. The Certificate of Insurance shall be provided to the County Engineer before the commencement of any work by the Developer or the Developer's Parties. The insurance policy shall provide for a thirty (30) day "Prior Notice of Termination" provision in favor of the County Engineer. Should Developer allow such liability insurance to terminate prior to the completion of the construction contemplated by this Agreement, the County Engineer shall have recourse against the provided financial assurance instrument for funds sufficient to cause the liability insurance to be reinstated until the completion of such Road Repair Work. The County and the County Engineer shall be named as additional insured on the policy. Such insurance may be terminated upon completion and acceptance of the Road Repair Work.

default based upon Developer's failure to pay a contractor, subcontractor or material supplier.

- (i) The Financial Instrument may be used by the County Engineer, in its reasonable discretion, to cure any uncured defaults of any kind or nature with respect to the improvement and/or repair of County Roads by Developer, including, but not limited to:
 - (i) provide payment for any of the Developer's obligations under this Agreement which remain unpaid for thirty (30) days after such obligations have been incurred and documented, which obligations shall include without limitation, modification and repairs of the County Roads during construction of the Project and post-construction road repair work;
 - (ii) keeping the liability insurance policy pursuant to Section 6 in force and effect;
 - (ii) in the event the County Engineer is served with a notice pursuant to the Iowa Mechanics' Lien Act from any of the Developer's contractors, subcontractors, material suppliers, engineers or others (a "**Lien Claimant**") that Developer has not paid for work, payment may be made to such Lien Claimant (this right in the County Engineer shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of Financial Instrument). The insuring or bonding over of any payment claim of a contractor, subcontractor or material supplier by Developer with the County shall constitute an acceptable cure of a default based upon Developer's failure to pay a contractor, subcontractor or material supplier;
 - (iii) reimbursement for emergency actions by the County Engineer to protect public health and safety as a result of the activities of the Developer or the Developer's Parties; and
 - (iv) reimbursement for such other actions (erection of traffic control signs, payment for outside consultants and advisors, *et cet.*) as is provided for under this Agreement.
- (j) Any time this Agreement calls for a Financial Instrument, the County Engineer may, in his or her sole discretion, upon request of Developer, accept substitute collateral other than the form or instrument initially posted. The County agrees to waive the requirement for a Financial Instrument if and so long as the Developer provides reasonable evidence to the County that (1) Developer maintains not less than an investment grade credit rating; (2) Developer is a public utility regulated by the Iowa Utilities Board; or (3) if Developer does not have a credit rating, maintains a certain minimum financial net worth as reasonably determined by the County.

Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.

- (g) Notices. All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (e.g. Federal Express) to the notified Party at its address set forth below. These addresses shall remain in effect unless another address is substituted by written notice. Notices may be sent via facsimile transmission to a facsimile number provided, however, notice sent via facsimile transmission shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

Developer:

MidAmerican Energy Company
Attn: Michael C. Fehr
VP, Resource Development
4101 NW Urbandale Drive
Urbandale, Iowa 50322
Telephone: 515-281-2754
Facsimile: 515-242-3084
Email: mcfehr@midamerican.com

Ida County Attorney's Office
Attn: Meghann Cosgrove Whitmer
Ida County Courthouse
401 Moorehead Street
Ida Grove, IA 51445
Telephone: 712-364-3517
Facsimile: 712-364-3488
Email: idacoaty@longlines.com

Ida County Engineer's Office
Attn: Jeff Williams
1703 W. 6th Street
Ida Grove, IA 51445
Telephone: 712-364-2920
Facsimile: 712-364-4048
Email: idaengineer@frontiernet.net

- (h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic pdf transmittal shall be as effective as delivery of a manually signed counterpart to this Agreement.

- (i) Commencement of Project. This Agreement shall be void if substantial construction of the Project is not commenced within five (5) years of the date of this Agreement.
- (j) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of law's provisions.
- (k) Forum Selection. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Iowa District Court, Ida County, Iowa.
- (l) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- (m) Attorneys' Fees and Costs. If any action at law or in equity is brought by either Party to enforce this Agreement, the prevailing Party shall be entitled to receive from the non-prevailing Party reasonable attorneys' fees and costs incurred, in addition to any other relief to which such prevailing Party may be entitled.
- (n) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.
 - (i) Assignment Requiring Consent. Except as expressly permitted in this part (n), this Agreement may not be assigned without the written consent of the other Party and such consent shall not be unreasonably withheld or delayed.
 - (ii) Permitted Assignment. Notwithstanding subparagraph (i) above, Developer shall be entitled to assign this Agreement, in whole or in part, without the prior written consent of the County Engineer to (A) any affiliate of Developer or (B) any person or entity providing financing to Developer or any such affiliate or any collateral agent or security trustee acting on behalf of any such person or entity or (C) MidAmerican Energy Company (each a "**Permitted Assignment**"). Any such assignment that is a collateral assignment for financing purposes will not relieve Developer of its obligations under this Agreement. In the event of a Permitted Assignment, Developer shall, prior to such assignment, provide written notice to the County Engineer of the name, address, entity type and state of incorporation of the assignee, as well as the name and address of the assignee's registered agent in the State of Iowa.

- (o) A Memorandum of this Agreement, substantially in the form of **Exhibit "F"** hereto, shall be recorded with the Ida County Recorder of Deeds by Developer within thirty (30) days after the execution of this Agreement.
- (p) Force Majeure. If performance of the Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of **"Force Majeure"** (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. **"Force Majeure"** means fire, earthquake, flood, or other casualty, condemnation or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party hereto.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

IDA COUNTY

By: Creston Schubert
Name: CRESTON SCHUBERT
Title: BOARD SUPERVISOR

MIDAMERICAN ENERGY COMPANY

By: _____
Name: Michael C. Fehr
Title: VP, Resource Development